Real Estate Investment

Enclosed are the forms required to purchase real estate with American IRA, LLC. Upon receipt of all documents, in good order, funding will be sent within three (3) business days.

Step 1:

Contract/Earnest Money Package: Submit documents listed in Step 1 as one complete packet

- Submit an offer: Make sure the Buyer is listed as “New Vision Trust Custodian FBO (your name)(type of account)
  - Sign the contract as Buyer notating “Read and Approved” below your signature
- Complete Earnest Money Request Form: Submit Earnest money form and contract for payment
  *Upon receiving the Earnest money package we will sign as custodian*

Step 2:

Closing Package: Submit documents listed in Step 2 as one complete packet

- American IRA Real Estate Investment Form: Submit Real Estate Investment Form and supporting documents for closing
- To be prepared by Closing Agent prior to closing: with proper titling [New Vision Trust Custodian FBO (your name)(your account type)] and initialed by you as “Read and Approved” DO NOT SIGN DOCUMENTS AS BUYER
  - Copy of Deed
  - Copy of HUD-1 Settlement Statement/Closing Disclosure
  - Any other documents buyer is required to sign at closing
  - Wiring Instructions

Step 3:

Once you are ready to submit a package:

By Email: AllForms@AmericanIRA.com
By Fax: (828) 257-4948
By Mail: American IRA, LLC -135 Broad Street, Asheville NC 28801
  Overnight: American IRA, LLC -135 Broad Street, Asheville NC 28801

Please Ensure:

- Buyer Name: New Vision Trust Custodian FBO (your name)(your account type)
- Buyer Address: Your mailing address
- All documents must be initialed on every page as Read and approved or they cannot be processed
- All closing documents will be signed by a New Vision Trust Company and/or authorized signer

Need Help? Call 1-866-7500-IRA(472) and a client services representative will assist you today!
# Real Estate Investment Form

## 1 Account Information

<table>
<thead>
<tr>
<th>Your Name:</th>
<th>Account Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td>Phone Number:</td>
</tr>
</tbody>
</table>

How would you like this transaction processed? [ ] Standard Processing (3 business days) [ ] Express Processing (24 hours)

($95 express fee) All documents must be received by noon or processing will be next business day.

## 2 Property Details

<table>
<thead>
<tr>
<th>Address of Property:</th>
<th>City, State, Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Purchase Price:</td>
<td>Percentage of Ownership:</td>
</tr>
</tbody>
</table>

Will the property be mortgaged? [ ] Yes [ ] No

*Any mortgage on a Custodial Account owned property must be non-recourse and may subject the Custodial Account to Unrelated Debt Financed Income Tax. For more information consult your tax professional or review IRS publication 598.*

## 3 Title Company/Escrow Agent/Attorney

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Contact Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Contact Email:</td>
<td></td>
</tr>
</tbody>
</table>

Insurance: I understand it is my responsibility to obtain any necessary insurance coverage on my investment and/or collateral. I understand Custodian and/or Administrator will not obtain any insurance coverage, including, but not limited to, title, casualty or liability, on my behalf and I understand the risks associated with not obtaining adequate insurance coverage. If insurance is elected, titling must be in the name of the custodial account. I understand it is my responsibility to ensure proper recording is done regardless of whether funds are sent through a title company/closing agent or directly to the borrower.

## 4 Expense and Property Manager Acknowledgement

A property manager is not required for your Custodial Accounts owned property; however, it is recommended to name a third-party manager should there be a need for immediate payment or repairs, which you and any disqualified party are personally prohibited from providing. This third-party manager can provide immediate payment and be reimbursed from the Custodial Account with appropriate authorization and applicable invoice. The account owner and any disqualified parties CANNOT pay for any expenses nor can such parties be reimbursed for any expenses paid personally on behalf of the Custodial Account.

All expenses incurred by the Custodial Accounts owned property must be paid by the Custodial Account based on the percentage of ownership. In order for the Custodian and/or Administrator to pay expenses related to this property we must receive an invoice and have appropriate authorization. All income generated by the property must be paid directly to the Custodial Account and accompanied by a deposit slip. THE CUSTODIAL ACCOUNT OWNER CANNOT DEPOSIT INCOME GENERATED BY THE CUSTODIAL ACCOUNT OWNED PROPERTY INTO A PERSONAL OR BUSINESS ACCOUNT.

Who will manage this property? [ ] Account Holder [ ] Third Party (Complete Below)

<table>
<thead>
<tr>
<th>Name:</th>
<th>Phone Number:</th>
</tr>
</thead>
</table>

## 5 Funding Instructions (Wire required for all Real Estate Closings)

[ ] Wire Information from the closing agent attached

<table>
<thead>
<tr>
<th>Bank Name:</th>
<th>Routing Number: (must be 9 digits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Address:</td>
<td>City/State:</td>
</tr>
</tbody>
</table>

Name on Bank Account: Bank Account Number:

Address of Bank Account Holder: City/State:

For Further Credit To: [ ]

Please note we will retain enough cash in your Custodial Account to maintain your minimum required balance, and to cover any investment-related fees or any unpaid fees before sending your requested amount. If there are insufficient funds to cover the minimum balance and/or fees, your request will be put on hold until sufficient funds are available.
By my signature below, I, the Depositor, confirm that I am directing New Vision Trust Company, a State Chartered South Dakota Trust Company, its officers, directors, shareholders, employees, successors, agents and/or assigns (“Custodian”), by and through American IRA, LLC, a North Carolina Limited Liability Company, its officers, directors, shareholders, employees, successors, agents and/or assigns (“Administrator”), to complete this transaction as specified in this Investment Letter.

I understand that my account is self-directed, which means that I take complete responsibility for any investment I choose for my account, including the investment specified in this Investment Letter. I understand that neither the Custodian nor Administrator sells or endorses any investment products, and that they are not affiliated in any way with any investment provider.

I understand that the roles of the Custodian and/or Administrator are limited, and their responsibilities do not include investment selection for my account. I acknowledge that neither the Custodian nor Administrator has provided or assumed responsibility for any tax, legal or investment advice with respect to this investment, and I agree that they will not be liable for any loss which results from my decision to purchase the investment set forth in this Investment Letter.

I understand that neither the Custodian nor Administrator has reviewed, nor will they review, the merits, legitimacy, appropriateness or suitability of this investment, and I certify that I have done my due diligence investigation, including all reviews a prudent investor would undertake, prior to the Custodian and/or Administrator to make this investment for my account. I understand that neither the Custodian nor Administrator determines whether this investment is acceptable under the Employee Retirement Income Security Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws. I understand that it is my responsibility to review any investments to ensure compliance with these requirements.

I understand that in processing this transaction the Custodian and/or Administrator are only acting as my agent, and nothing will be construed as conferring fiduciary status on either the Custodian and/or Administrator. I understand that neither the Custodian nor the Administrator is a “fiduciary” for my account and/or my investment as such terms are defined in the IRC, ERISA, and/or any applicable federal, state or local laws. I agree that the Custodian and/or Administrator shall not be liable for any investment losses sustained by me or my account and/or any claims, damages, liabilities, actions and/or losses asserted by me and/or my beneficiaries, agents and/or assigns resulting from or related to this transaction or any other transaction initiated by me or my authorized agents.

I understand that if this Investment Letter and/or any other required documentation is not received by Custodian and/or Administrator, or, if received, in the opinion of the Custodian and/or Administrator, is unclear, and/or there is insufficient Undirected Cash in my account to fully comply with my instructions to purchase the investment and to pay all fees, the Custodian and/or Administrator may not process this transaction. I understand if there are insufficient funds in my account, the transaction will not be processed until sufficient funds are received into my account. If fees are being deducted from your account, the full amount of the transaction plus fees must be available before my transaction can be processed. I understand that neither the Custodian nor the Administrator makes any determination of whether or not investments in my account generate UBIT.

I understand that the assets in my account are required by the IRS to be valued annually as of the end of each calendar year. I agree to provide the prior year end value of this investment by no later than January 31st of each year on a form acceptable to the Custodian and/or Administrator, with substantiation attached to support the value provided.

I understand that with some types of accounts there are rules for Required Minimum Distributions (RMDs) from the account. If I am now subject to the RMD rules in my account, or if I become subject to those rules during the term of this investment, I represent that I have verified either that the investment will provide income or distributions sufficient to cover each RMD, or that there are other assets in my account or in other accounts that are sufficiently liquid (including cash) from which I will be able to withdraw my RMDs. I understand that failure to take RMDs may result in a tax penalty of 50% of the amount I should have withdrawn.

I understand that once funds are distributed in accordance with this Investment Letter, it shall be my sole responsibility to verify that the funds were correctly invested. I shall also bear sole responsibility for obtaining all collateral documentation evidencing my investment, including but not limited to, subscripition agreements, operating agreements, by-laws, deeds, promissory notes, deeds of trust, mortgages, and UCC filings and to send the original documentation to the Custodian and/or the Administrator, evidencing the investment. In the case of a promissory note investment, I shall be responsible for forwarding a copy to a third-party servicing agent. The Custodian and/or Administrator shall bear no responsibility to monitor the account to ensure receipt of such documentation.

I understand and agree that neither the Custodian nor Administrator bears or assumes any responsibility to notify me or to secure or maintain any fire, casualty, liability or other insurance coverage, including but not limited to title insurance coverage, on this investment or on any property which serves as collateral for this investment. I understand that failure to take RMDs may result in a tax penalty of 50% of the amount I should have withdrawn.

I further understand and agree that neither the Custodian nor the Administrator is responsible for notification or payments of any real estate taxes, homeowners association dues, utilities or other charges with respect to this investment unless I specifically direct the Custodian and/or Administrator to pay these amounts in writing (on a form prescribed by the Custodian and/or Administrator) or to ensure the Custodian and/or Administrator has received any and all bills for insurance, taxes, homeowner’s dues, utilities or other amounts due for this investment. Furthermore, I agree that it is my responsibility to determine that payments have been made by regularly reviewing my account statements.

I understand that all communication regarding this transaction must be in writing and must be signed by me or by my authorized agent on my behalf, and that no oral modification of my instructions will be valid.

I understand that no person at the office of the Administrator or the Custodian has the authority to modify any of the provisions in this Investment Letter or any accompanying documents or information, and to the best of my knowledge and belief, it is true, correct and complete.

Custodian and/or Administrator. I certify that I have examined this Investment Letter and any accompanying documents or information, and to the best of my knowledge and belief, it is all true, correct and complete.

I, as the Depositor and Investor confirm that this purchase does not include any illegal or impermissible investments under South Dakota, North Carolina or Federal law. I understand that no person at the office of the Administrator or the Custodian has reviewed, or will review, the merits, legitimacy, appropriateness or suitability of this investment, and I certify that I have done my own due diligence investigation, including all reviews a prudent investor would undertake, prior to the Custodian and/or Administrator to make this investment for my account. I understand that neither the Custodian nor Administrator determines whether this investment is acceptable under the Employee Retirement Income Security Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws. I understand that it is my responsibility to review any investments to ensure compliance with these requirements.

I agree to release, defend, indemnify and hold harmless the Custodian and/or Administrator from any claims, including, but not limited to, actions, liabilities, losses, penalties, fines, damages, expenses (including all reasonable attorneys’ fees) and/or claims by others, arising out of, or related to, this Investment Letter and/or this investment.

I understand that if this Investment Letter and/or any other required documentation is not received by Custodian and/or Administrator, or, if received, in the opinion of the Custodian and/or Administrator, is unclear, and/or there is insufficient Undirected Cash in my account to fully comply with my instructions to purchase the investment and to pay all fees, the Custodian and/or Administrator may not process this transaction. I understand if there are insufficient funds in my account, the transaction will not be processed until sufficient funds are received into my account. If fees are being deducted from your account, the full amount of the transaction plus fees must be available before my transaction can be processed. I understand that neither the Custodian nor the Administrator makes any determination of whether or not investments in my account generate UBIT.

I understand that the assets in my account are required by the IRS to be valued annually as of the end of each calendar year. I agree to provide the prior year end value of this investment by no later than January 31st of each year on a form acceptable to the Custodian and/or Administrator, with substantiation attached to support the value provided.

I understand that with some types of accounts there are rules for Required Minimum Distributions (RMDs) from the account. If I am now subject to the RMD rules in my account, or if I become subject to those rules during the term of this investment, I represent that I have verified either that the investment will provide income or distributions sufficient to cover each RMD, or that there are other assets in my account or in other accounts that are sufficiently liquid (including cash) from which I will be able to withdraw my RMDs. I understand that failure to take RMDs may result in a tax penalty of 50% of the amount I should have withdrawn.

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I understand and agree that neither the Custodian nor Administrator bears or assumes any responsibility to notify me or to secure or maintain any fire, casualty, liability or other insurance coverage, including but not limited to title insurance coverage, on this investment or on any property which serves as collateral for this investment. I understand that failure to take RMDs may result in a tax penalty of 50% of the amount I should have withdrawn.

I further understand and agree that neither the Custodian nor the Administrator is responsible for notification or payments of any real estate taxes, homeowners association dues, utilities or other charges with respect to this investment unless I specifically direct the Custodian and/or Administrator to pay these amounts in writing (on a form prescribed by the Custodian and/or Administrator) or to ensure the Custodian and/or Administrator has received any and all bills for insurance, taxes, homeowner’s dues, utilities or other amounts due for this investment. Furthermore, I agree that it is my responsibility to determine that payments have been made by regularly reviewing my account statements.

I understand that all communication regarding this transaction must be in writing and must be signed by me or by my authorized agent on my behalf, and that no oral modification of my instructions will be valid.

I understand that no person at the office of the Administrator or the Custodian has the authority to modify any of the foregoing provisions, unless in writing signed by an Officer of the Custodian and/or Administrator. I certify that I have examined this Investment Letter and any accompanying documents or information, and to the best of my knowledge and belief, it is true, correct and complete.

I understand that I, as the Depositor and Investor confirm that this purchase does not include any illegal or impermissible investments under South Dakota, North Carolina or Federal law.

By my signature below, I confirm that I have read and consent to the terms of this document and I further acknowledge that I have read and consent to the terms of the New Account Application, Custodial Agreement (Form 5305, 5305-A, 5305-RA, 5305-SA, 5305-SEP, 5305-C or 5305-EA, as application, “collectively referred to as “5305” or 401K Plan Agreement (”Sponsored Plan”)) as applicable, Fee Schedule, Account Disclosure Statement and any other documents that govern my Custodial Account or Sponsored Plan, as such documents are currently in effect. I further understand that I may be amended from time to time and such amendments are incorporated by reference herein. (In the event of a conflict between the Documents and the 5305 and/or Sponsored Plan applicable to my Custodial Account, the 5305 Plan shall govern).

Date:

Signature: ____________________________

Print Name: __________________________