



American IRA

Self-directed Retirement Services

Sell Direction Letter

Use this form with any contribution, rollover, or investment-related deposit or payment made to your IRA account.

Mailing Address:
American IRA, LLC
137 Broad Street
Asheville, NC 28801

Phone:
1-866-7500-IRA(472)
828-257-4949

Fax :
828-257-4948

Website:
www.americanira.com

ACCOUNT HOLDER INFORMATION

1 Account Holder's Name
Account Holder's Address
Account Number Account Type
Phone E-mail Address

GENERAL ASSET INFORMATION

2 I hereby authorize and direct the administrator and/or custodian to SELL the following asset from my account:
Asset name, description of property address Describe the asset here. Please provide full physical address which appears on the current deed or tax records (if purchasing real estate, notes) or the name that the seller provides in an offering or prospectus.

Escrow/Title Company/Attorney(s) Entity(ies) responsible for closing the transaction between account and the buyer. If multiple entities, please include all names.

Entity
Contact Name Contact E-mail
Contact Address
Contact Phone Contact Fax

Choose one

All contact information is listed here
There are multiple contacts, I have attached an additional page to this *Sell Direction Letter* with the additional contact information.

FEES TO BE PAID BY

3 All fees are due at the time of the transaction. If no indication is made, fees will be decuded from your account cash balance if available.

CREDIT CARD INFORMATION

Choose one:
Your Account
Check
Credit Card*

*PLEASE COMPLETE CREDIT CARD INFORMATION SECTION →

Card Type
Name on Card
Billing Address
Billing City State Zip
Signature
Card Number
Security Code Expiration Date

I understand that my account is self-directed and that the Administrator and Custodian will not review the merits, legitimacy, appropriateness and/or suitability of any investment in general, including, but not limited to, any investigation and/or due diligence prior to making any investment, or in connection with my account in particular. I acknowledge that I have not requested that the Administrator, Employees, Office and/or Custodian provide, and the Administrator, Employees, Office and/or Custodian have not provided, any advice with respect to the investment directive set forth in this Sell Direction Letter. I understand that it is my responsibility to conduct all due diligence, including, but not limited to, search concerning the validity of title, and all other investigation that a reasonably prudent investor would undertake prior to making any investment. I understand that neither the Administrator nor the Custodian determine whether this investment is acceptable under the Employee Retirement Income Securities Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws, including securities laws. I understand that it is my responsibility to review any investments to ensure compliance with these requirements.

I understand that neither the Administrator nor the Custodian 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 to release, indemnify, defend and hold the Administrator, Employees, Office and/or Custodian harmless from any claims, including, but not limited to, actions, liabilities, losses, penalties, fines and/or claims by others, arising out of this Sell Direction Letter and/or this investment, including, but not limited to, claims that an investment is not prudent, proper, diversified or otherwise in compliance with ERISA, the IRC and/or any other applicable federal, state or local laws. In the event of claims by others related to my account and/or investment wherein Administrator, Employees, Office and/or Custodian are named as a party, Administrator, Employees, Office and/or Custodian shall have the full and unequivocal right at their sole discretion to select their own attorneys to represent them in such litigation and deduct from my account any amounts to pay for any costs and expenses, including, but not limited to, all attorneys’ fees, and costs and internal costs (collectively “Litigation Costs”), incurred by Administrator, Employees, Office and/or Custodian in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by Administrator and/or Custodian, on demand by Administrator and/or Custodian, I will promptly reimburse Administrator, Employees, Office and/or Custodian the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Administrator, Employees, Office and/or Custodian shall have the full and unequivocal right to freeze my assets, liquidate my assets, and/or initiate legal action in order to obtain full reimbursement of the Litigation Costs. I also understand and agree that the Administrator, Employees, Office and/or Custodian will not be responsible to take any action should there be any default with regard to this investment.

I am directing you to complete this transaction as specified above. I confirm that the decision to Sell this asset is in accordance with the rules of my account, and I agree to hold harmless and without liability the Administrator, Employees, Office and/or Custodian of my account under the foregoing hold harmless provision. I understand that no one at Administrator, Employees, Office and/or Custodian has authority to agree to anything different than my foregoing understandings of Administrator’s and/or Custodian’s policy. If any provision of this Sell Direction Letter is found to be illegal, invalid, void or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect. For purposes of this Sell Direction Letter, the terms Administrator, Employees, Office and Custodian include American IRA, LLC, its agents, assigns, joint ventures, licensees, franchisees, affiliates and/or business partners. I declare that I have examined this document, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Transactions with insufficient funds will not be processed until sufficient funds are received. If fees are being deducted from your account, the full amount of the transaction plus fees must be available before your transaction can be processed.

Signature:

Date:

CLIENT RELEASE

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This Release, dated _____, is given

BY the Releaser _____, referred to as "You",

TO AMERICAN IRA, LLC, 137 Broad Street, Asheville, NC 28801, referred to as "AMERICAN IRA, LLC".

If more than one person signs this release, "You" shall mean each person who signs this Release.

1. Disclosure. You understand and agree that AMERICAN IRA, LLC AND ITS EMPLOYEES (YOUR ADMINISTRATOR) AND UNION CENTER BANK (YOUR CUSTODIAN) does not approve investments for your Retirement Plan. AMERICAN IRA, LLC is strictly a neutral administrator of your Retirement Plan's Assets. In addition, you have read Internal Revenue Service Regulation Title 26, Section 4975 and are familiar with the prohibited transactions listed and the penalties which will be assessed by the Internal Revenue Service in the event that You engage in prohibited transaction(s).

2. Release. Because AMERICAN IRA, LLC AND ITS EMPLOYEES (YOUR ADMINISTRATOR) AND UNION CENTER BANK (YOUR CUSTODIAN) has no control over the investments You direct AMERICAN IRA, LLC to make on behalf of your self-directed retirement plan, and could not know if there is information You have not provided to AMERICAN IRA, LLC, which would make AMERICAN IRA, LLC advise You that You may be engaging in a prohibited transaction, YOU RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS WHICH YOU MAY HAVE AGAINST AMERICAN IRA, LLC AND ITS EMPLOYEES (YOUR ADMINISTRATOR) AND UNION CENTER BANK (YOUR CUSTODIAN) SHOULD YOU ENGAGE IN, APPEAR TO ENGAGE IN, OR BE ACCUSED OF ENGAGING IN, A PROHIBITED TRANSACTION UNDER THE IRS CODE. THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH YOU ARE NOT AWARE AND THOSE NOT MENTIONED IN THIS RELEASE. AMERICAN IRA, LLC AND ITS EMPLOYEES (YOUR ADMINISTRATOR) AND UNION CENTER BANK (YOUR CUSTODIAN) HAS NO OBLIGATION TO PROVIDE A DEFENSE OR OTHERWISE INDEMNIFY YOU AGAINST ANY CLAIM, FINE, PENALTY, JUDGMENT OR SETTLEMENT RESULTING FROM A CLAIM RAISED UNDER THE IRS CODE AGAINST YOU.

a. You understand and agree that AMERICAN IRA, LLC AND ITS EMPLOYEES (YOUR ADMINISTRATOR) AND UNION CENTER BANK (YOUR CUSTODIAN) does not review and approve the subscription agreement, operating agreement, by-laws, limited or general partnership agreement, or any other similar agreement regarding the purchase or operation of any entity or investment you want to invest in. You are solely responsible for making sure that the entity was not formed or will not operate in a way that does or may lead to a prohibited transaction under Internal Revenue Code Section 4975.

b. You understand and agree that you are also solely responsible for making sure that the Retirement Plan has adequate funds for any future mandatory capital calls, and you indemnify and hold harmless AMERICAN IRA, LLC (YOUR ADMINISTRATOR) AND UNION CENTER BANK (YOUR CUSTODIAN), its officers, directors, shareholders and employees against any liability associated with a loss or diminution in value of your Retirement Plan's investment in the entity because of a failure to meet a future mandatory capital call.

c. You understand and agree that AMERICAN IRA, LLC AND ITS EMPLOYEES (YOUR ADMINISTRATOR) AND UNION CENTER BANK (YOUR CUSTODIAN) has given you no tax advice regarding the possibility that your Retirement Plan may be subject to Unrelated Business Income Tax (UBIT) as a result of its investment in any entity or other investment. If your Retirement Plan owes UBIT on its investment in an entity, you agree to prepare or cause to be prepared IRS Form 990T for filing. You understand and agree that any UBIT owed must come from funds belonging to the Retirement Plan, and you indemnify and hold harmless AMERICAN IRA, LLC (YOUR ADMINISTRATOR) AND UNION CENTER BANK (YOUR CUSTODIAN), its officers, directors, shareholders and employees against any liability associated with a failure to prepare IRS Form 990T and pay any resulting UBIT due from funds belonging to the Retirement Plan.

d. You represent that you have done your own due diligence on any company you want to invest in, or any other investment you want to make.

e. You understand and agree that AMERICAN IRA, LLC AND ITS EMPLOYEES (YOUR ADMINISTRATOR) AND UNION CENTER BANK (YOUR CUSTODIAN) makes no attempt to evaluate any company you want to invest in. For example, AMERICAN IRA, LLC makes no attempt to check the financial strength of the company, nor do we check with the Secretary of State to see if the company is in good standing, nor do we check with the Securities and Exchange Commission, the Better Business Bureau or any other governmental or non-governmental agency to see if any complaints have been filed against the company. You, as the Retirement Plan holder, are 100% responsible for evaluating any company and any investment.

f. You understand and agree that neither AMERICAN IRA, LLC (YOUR ADMINISTRATOR) AND UNION CENTER BANK (YOUR CUSTODIAN) nor any of its officers, directors, shareholders or employees are associated in any way with any company you may want to invest in. Neither AMERICAN IRA, LLC (YOUR ADMINISTRATOR) AND UNION CENTER BANK (YOUR CUSTODIAN) nor any of its officers, directors, shareholders or employees have given you any investment, legal or tax advice pertaining to any investment.

g. You agree to indemnify and hold harmless AMERICAN IRA, LLC (YOUR ADMINISTRATOR) AND UNION CENTER BANK (YOUR CUSTODIAN), its officers, directors, shareholders and employees against any liability associated with your Retirement Plan investment in any company, entity, or other investment.

3. Consideration. In consideration of you signing this release, AMERICAN IRA, LLC will provide the services of our company and we will rely upon the promises in this release.

4. Who is Bound. You are bound by this Release. Anyone who succeeds to your rights and responsibilities, such as your heirs or the executor of your estate, is also bound. This Release is made for the benefit of AMERICAN IRA, LLC and all who succeed to our rights and responsibilities, such as our heirs or the executor of our estate.

5. Signatures. You understand and agree to the terms of this Release. If this Release is made by a corporation its proper corporate officers sign and its corporate seal is affixed.

This Release is given by:

Signature:

Date: