



# American IRA

*Self-directed Retirement Services*

## Buy 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](http://www.americanira.com)

### TELL US ABOUT THE INVESTMENT YOU WISH TO PURCHASE

Please complete the applicable sections as listed below.

**• Investment Type**

Refer to the appropriate Investment Sections and submit the applicable documents for your investment.

Checklists may be found in the Forms menu on our website at [www.americanira.com](http://www.americanira.com).

**Real Estate**

Complete Sections  
1, 3, and 5

**Closely Held Stock (C-Corp)**

Complete Sections  
1, 2, and 5

**Other**

Please call our office for assistance.

**Limited Liability Company**

Complete Sections  
1, 2, and 5

**Promissory Note**

Complete Sections  
1, 4, and 5

### ACCOUNT HOLDER INFORMATION

1

**Account Holder's Name**

**Account Holder's Address**

**Account Number**

**Account Type**

**Phone**

**E-mail Address**

### ASSET DESCRIPTION

I hereby authorize and direct the administrator and/or custodian to BUY the following asset for 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 seller. If multiple entities, please include all names.

**Contact Name**

**Contact E-mail**

**Contact Address**

**Contact Phone**

**Contact Fax**

### GENERAL BUY DIRECTION AUTHORIZATION

2

Complete this section if purchasing other than real estate or notes (Ex. Stock, LP, LLC, Precious Metals, etc.)

**Quantity**

(Number of shares, units, etc.)

**Price**

(Per number of shares, units, etc.)

**Total Purchase Price**

(Quantity times price)

### Special Instructions

## BUY REAL ESTATE ASSET

**3** I hereby authorize and direct the administrator and/or custodian to BUY the following asset for my account:

**Seller(s) name, address, phone**  
*If more than one, include all names*

<b>Percentage of Ownership</b> <i>(For this account)</i>	<b>Total purchase price (contract price)</b> <i>The total purchase amount of the property minus settlement and other charges. If this changes, please send in addendum to update this information.</i> <i>*Wire required for all real estate closings (see Section 5).*</i>	<b>Deposit Amount</b> <i>(Funded by the administrator to Escrow) The amount you would like us to fund into an escrow account for purchase of this property. This amount will appear on your settlement statement. <b>Do not fund escrow from personal funds, as this may be a disqualifying event.</b></i>
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<b>Is the property to be mortgaged?</b> <b>Yes*</b> <b>No</b> <i>*If YES, complete a <a href="#">Buy Direction for the mortgage/note</a> and a <a href="#">Payment Authorization Form</a></i>	<b>Deposit Method (see Section 5)</b> 7 \ YW K fY
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### NOTES

**4** I hereby authorize and direct the administrator and/or custodian to BUY the following asset for my account:

Buy Existing Note                       Create New Note                       Carry Back from Real Estate Sale  
 Unsecured Note                       Note Secured by

<b>Borrower(s) name(s)</b> <i>If more than one borrower, include all names</i>	<b>Borrower's address</b> <i>Address where the payment coupons/borrower notices are sent</i>
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<b>Borrower's Telephone Number</b>	<b>Social Security Number of the payor</b> <i>Payor's S.S.N. or E.I.N. for Mortgage Interest (1098 Purposes)</i>
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**Property address**  
*If this note is secured by a piece of property, please provide the physical address which appears on the current deed or tax records.*

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<b>Your percentage of ownership of this note</b>	<b>Dollar amount to be funded</b>	<b>Note amount</b> <i>Face amount of note</i>
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<b>Principal balance</b> <i>For existing note:</i>	<b>Frequency</b>	<b>Loan Type</b>
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	Monthly Quarterly Annually Other	Amortized Interest Only Other
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<b>Interest Rate</b>	<b>Payment amount</b>	<b>Maturity date</b> <i>Including extensions</i>
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**Name, address and phone number of loan servicer (May be the account owner):**

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## DELIVERY INSTRUCTIONS (How would you like us to send the funds?)

**5**

### Send Funds by Check (\$5 check fee plus transaction fee)

Make Check Payable To	A		
Send To	Address		
	City	State	Zip
Send By	Certified Mail (Mandatory; \$8 fee)	Overnight Mail (Optional; \$35 fee)	

### Send Funds by Wire (\$30 wire fee plus transaction fee) \*Required for all Real Estate Closings.\*

Bank Information	Name	Phone	
	City	State	
	ABA Routing # (Must be 9 digits)		
For Credit To	Account Name	Account Number	
Beneficiary Address			
For Further Credit To	Account Name	Account Number	
Investment Document Delivery	Certified Mail (Mandatory; \$8 fee)	Overnight Mail (Optional; \$35 fee)	

### FEES TO BE PAID BY

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

**Choose one:**

- Your Account**
- Check (Prior to Funding)**
- Credit Card\***

\*PLEASE COMPLETE CREDIT CARD INFORMATION SECTION

### CREDIT CARD INFORMATION

<b>Card Type</b>		
<b>Name on Card</b>		
<b>Billing Address</b>		
<b>Billing City</b>	<b>State</b>	<b>Zip</b>
<b>Signature</b>		
<b>Card Number</b>		
<b>Security Code</b>	<b>Expiration Date</b>	

### FEE DEPOSIT ELECTION (Please select the option that you prefer)

Charge the Credit Card I have listed above on my fee schedule in the amount of \$ . (Note: This amount is based on a minimum of two years of fees plus a 3% credit card convenience fee unless an alternative set amount has been required.)

Leave funds in my account in the amount of \$ designated as my security deposit. (Note: This amount is based on a minimum of two years of fees unless an alternative set amount has been required.)

**Please keep in mind that this is a security deposit not a prepaid fee. If at any time you should elect to close your account, any outstanding fees will be deducted from your security deposit and the balance will be returned to you.**

Your account will be charged on an annual basis for account fees. Any other fees that you incur will be charged to you as you incur them.

**PRIOR TO FUNDING, all transaction documents must be signed “read and approved” with your signature and date.**  
*(i.e. subscription documents, real estate closing documents, promissory note.)*

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 Buy 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 Buy 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 buy 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 Buy 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 Buy-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.***

**PLEASE NOTE: We are only able to fund transactions upon receipt of all applicable documentation. Any delay in receipt or corrections required may delay your funding.**

**Signature:**

**Date:**

## CLIENT 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:**