AMERICAN IRA

Self-Directed IRAs and 401Ks

Traditional IRA or Roth IRA

Adoption Agreement

Expertise

Value

Performance

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

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

Fax
(828) 257-4948

Website
www.AmericanIRA.com

Complete our EZ IRA Opening Kit

- Provide a copy of your driver's license
- Submit your $50 opening account fee by check or credit card
- Fund your account via Transfer, Rollover or Contribution

Mail, Fax or Email your complete kit

- 137 Broad Street, Asheville, NC 28801
- Fax – (828) 257-4948
- Email – newaccounts@americanira.com

Decide on your new investment

- Complete Buy Direction Letter
- Follow closing checklist provided by our transaction team
- Review and sign all documents as read and approved

USA Patriot Act Notice

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT UNDER THE USA PATRIOT ACT OF 2001

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see a photo-bearing, government-issued identification, such as driver's license, military, passport, or veteran ID

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AMERICAN IRA
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IRA Account Application

Experience the Power of *Self-Directed IRA Services* with a Company
That Knows How to Connect with Their Customers!
TRADITIONAL - ROTH

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Asheville, NC 28801

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Website
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1. ACCOUNT HOLDER INFORMATION

☐ Mr. ☐ Ms. ☐ Mrs. ☐ Dr.	Your Legal Name:		
Birthdate(mm/dd/yyyy):		Social Security Number:	
Physical Address:			
City:	State:	Zip:	County:
Mailing Address:			
City:	State:	Zip:	County:
Occupation:		Title:	
Driver's License Number:		State Issued:	Expiration Date:
Cell Phone Number:	Home Number:		Fax Number

Marital Status: ☐ Single ☐ Married ☐ Widowed or Divorced

Email Address:

2. Please Tell Us About Your Account

Type of IRA: ☐ ROTH ☐ Traditional ☐ Inherited Traditional ☐ Inherited ROTH

Complete this section if this is a Inherited IRA

Deceased Owner's Name:_____ Deceased Owner's Date of Birth:_____

Deceased Owner's SSN:_____ Deceased Owner's Date of Death:_____

The funds for my account will be coming via

☐ Annual Contribution for Year_____ ☐ Transfer Contribution

☐ Rollover Contribution: ☐ Direct Rollover Contribution:

*Administrator and Account No.*_____ Company name and Account no._____

How did you hear about us? ☐ Internet ☐ REIA Group ☐ Event_____
☐ Other:_____ ☐ Referred By:_____

I want online access. ☐ Yes (If yes, please ensure that your email address is listed above.) ☐ No

Note: Statements will be mailed to all account holders on an annual basis.

2. Beneficiary Information

Note: It is mandatory that at least one beneficiary is listed.

1. ☐ Primary ☐ Contingent ☐ Check if address is the same as accountholder

Name:_____ SSN:_____ Birthdate:_____

Address:_____ City:_____ Zip Code:_____

Relationship:_____ Share Percentage:_____

2. ☐ Primary ☐ Contingent ☐ Check if address is the same as accountholder

Name:_____ SSN:_____ Birthdate:_____

Address:_____ City:_____ Zip Code:_____

Relationship:_____ Share Percentage:_____

3. ☐ Primary ☐ Contingent ☐ Check if address is the same as accountholder

Name:_____ SSN:_____ Birthdate:_____

Address:_____ City:_____ Zip Code:_____

Relationship:_____ Share Percentage:_____

Spousal Consent (THIS SECTION IS ONLY REQUIRED IF YOUR SPOUSE IS NOT THE PRIMARY BENEFICIARY)

Please have your spouse sign this section if your spouse is not the primary beneficiary and all of these conditions apply:

A. Your spouse is living;
B. Your spouse is not the sole primary beneficiary named and;
C. You and your spouse are residents of a community property state (such as AZ, CA, ID, NV, MN, TX, WA or WI).

I, the spouse of the account holder listed above, certify that I have reviewed the Beneficiary Designation and I am aware that I have a property interest in the account. I consent to the above designation of beneficiaries, other than myself as primary beneficiary. I also understand that, by signing this, I am giving up part or all of my rights to receive benefits under this plan in the event my spouse dies.

I, _____, hereby agree to the Benefciary Designation listed above.

Signature of SPOUSE:_____ **Date:**_____

Note: Due to the important legal and/or tax consequences of giving up one's community property interest, indviduals signing this section should consult with a competent tax or legal advisor. American IRA, LLC disclaims any warranty as to the effectiveness of the Participant's beneficiary designation or as the ownership of the account in the event of the spouse and/or participants death.

I understand that I may change or add beneficiaries at any time by completeing and returning the Beneficiary Designation Form to American IRA.

Account Holder Signature:_____ **Date:**_____

This form contains important disclosures about your obligations and responsibilities when opening a Self-Directed IRA Account with American IRA. American IRA is the third -party administrator of the account; neither American IRA nor the Custodian provides investment advice. You are responsible for the investment of all assets within your account. Neither American IRA nor the Custodian makes any representation as to the safety or advisability of your investments.

This document, along with your application, comprises your Agreement with American IRA and the Custodian.

1. **Appointment.** I appoint the The Kingdom Trust Company as also shown on the disclosure, (provided separately), as the Custodian of my Account ("Custodian") and understand that the Account Holder Agreement, the disclosure, and my Application comprise my agreement with American IRA and the Custodian. American IRA may, with 30 days written notice to me, change custodians to any institution permitted by law. Written direction shall be construed to include facsimile or electronic signature. The Account is established for the exclusive benefit of the Account Holder or its beneficiaries.

2. **Eligibility to Establish IRA**: I certify that I meet the requirements set forth in Section 408 of the Internal Revenue Code (IRC) and by the Internal Revenue Service (IRS) and/or the Department of Treasury to establish an individual retirement account ("IRA") and certify that I am eligible to establish an IRA. I understand and agree that neither American IRA nor the Custodian bears responsibility to advise me regarding the legality, validity, or the tax consequences of any contribution or transaction in my account.

3. **Sole Responsibility for Investment Selection, Management, and Retention**: I understand that my Account is self directed and that I am responsible for the selection, management, and retention of all investments held within my Account. These investments may involve a high degree of risk, and neither American IRA nor the Custodian will provide investment advice nor make any investigation or determination as to the prudence, viability, suitability, legality, or safety of the investments that I select. In addition, certain investments may constitute "prohibited transactions" under IRC Section 4975 and subject me to significant excise taxes. American IRA and/or the Custodian are not responsible for and will make no determination as to whether a specific transaction is prohibited under IRC section 4975. I am solely responsible for this determination and understand that I should have all investments reviewed by a competent legal, tax, and/or financial advisor. I understand that American IRA and the Custodian recommend that I seek such professional advice.

4. **No Investment Advice Provided or Investment Suitability Determined by Administrator**: I understand and agree that my Account is self directed, which means that I am solely responsible for the management of the assets placed within my Account, including the selection, monitoring, and retention of all investments held within my Account. I understand and agree that American IRA an d/or the Custodian (i) are in no way responsible for providing investment advice or recommendations as to my Account, (ii) are not a "fiduciaries" for my Account as such term is de fined in the I RC, the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or under any other applicable federal, state or local laws. Furthermore, neither American IRA nor the Custodian has any responsibility to question any investment direction given by me or my Designated Representative, if I have appointed one, regardless of the nature of the investment. I understand that neither American IRA nor the Custodian is in any way responsible for the performance of any investment(s) held within my Account.

5. **No Due Diligence Review Conducted by Administrator or Custodian:** I understand and agree that that neither American IRA n or the Custodian conducts any due diligence review of any investment, nor will American IRA or the Custodian make any investigation with regards to any investment, any issuer or sponsor of any investment, or any officer, director, or other person or entity involved or affiliated with any investment. I understand and agree that American IRA and/or the Custodian will not review or evaluate the prudence, viability, suitability, legality, or merits of any investment held in my Account. I understand that American IRA and the Custodian permit my Account to invest in a wide variety of investments based on administrative factors only. I acknowledge that American IRA and the Custodian do not sponsor or endorse any investment product other than the FDIC insured cash account where any un-invested funds are held.

6. **Administrator/Custodian Do Not Determine Investment Compliance With Federal, State, or Local Laws:** I understand and agree that neither American IRA n or the Custodian will make any determination as to whether an investment does not violate any requirements, give rise to any excise taxes or penalties, or is otherwise acceptable under ERISA, the IRC, or any other applicable federal, state or local laws, including securities law s. I agree that it is my sole responsibility to review any investments to ensure compliance with the above requirements and to avoid the occurrence of any "prohibited transactions" under the IRC arising out of my investments in my Account. I understand that I should have all investments reviewed by my attorney and/or tax advisor prior to directing American IRA and the Custodian to process any transaction on behalf of my Account. I agree that American IRA and the Custodian may refuse to process any transaction or condition the processing of any transaction on receiving an opinion from my legal counsel on the legality of a given transaction. I also understand and agree that the decision of American IRA and the Custodian as to whether or not to condition the processing of a proposed transaction on the receipt of a legal opinion is solely within their discretion and is no indication as to whether American IRA or the Custodian has investigated the facts and circumstances surrounding a proposed transaction or made any determination as to whether a proposed transaction is permitted under applicable legal requirements.

7. **Administrative Feasibility of Investments**: I understand and agree that American IRA and/or the Custodian may perform an administrative review of any investment to determine if the investment is administratively feasible for American IRA or the Custodian to hold, and American IRA and/or the Custodian may decline to process any proposed transaction based on such review or require that I obtain a suitable agent or counsel to perform administration of such investment. I acknowledge and agree, however, that any such review is only as to the feasibility of administering the investment and that neither American IRA nor the Custodian will perform a due diligence review or undertake any other investigation as to the prudence, viability, legality, merits, or suitability of any investment in my Account. If the investment contains any administrative requirements or duties beyond American IRA's or the Custodian's capabilities or expertise, I agree to seek out suitable agents or counsel necessary to perform such du ties and deliver written service agreements acceptable to American IRA and/or the Custodian in their sole discretion for execution on behalf of my account.

8. **Terms and Conditions of Designating a Representative**: I understand that I have the option to designate a representative ("Representative") on this Account Holder Agreement or by completing American IRA Representative Designation form. I understand that if I appoint a Representative, such Representative cannot be an individual or firm in which my Account has invested. I understand that it is my responsibility to ensure that the Representative is independent of and in no way connected with the investments held in my Account. Neither American IRA nor the Custodian is responsible for determining this relationship. It is my responsibility to communicate all trade and/o r investment instructions to my Representative and all instructions received by my Representative (including Representative's agents, employees, or broker dealer) shall be assumed by American IRA and the Custodian to have been authorized by me. I understand that I may change or remove my Representative at any time by communicating in writing my desire to do so to American IRA and the Custodian. I understand that all instructions received from my Representative prior to such removal will be executed by American IRA and the Custodian. Neither American IR A

nor the Custodian has made any investigation or recommendation with respect to my Representative and will not compensate my Representative, except as specifically instructed by me. I understand and agree that such Representative is not in any way an agent, employee, representative, or affiliate of American IRA or the Custodian. I acknowledge and agree that neither

American IRA nor the Custodian is responsible for, nor is either bound by any representations, warranties, statements, or agreements made by my Representative beyond the terms and provisions contained in this Agreement. I further understand that neither American IRA nor the Custodian has made, nor will either make any recommendation or investigation with respect to my Representative or any other financial representative, broker, advisor, or issuer that might have suggested that I retain American IRA or the Custodian as administrator or custodian for an investment(s) made within my Account. Furthermore, neither American IRA nor the Custodian compensates my Designated Representative, or any other financial representative, broker, advisor, or issuer in any manner. I agree to indemnify and h old harmless, American IRA and the Custodian f or any loss which may result from any action or inaction it takes in accordance with any written instructions received from my Representative on behalf of my Account.

9. **Administrator/Custodian Not Affiliated With Any Representative, Investment Issuer or Other Parties**: I represent and warrant that if I have designated a Representative ("Representative") on this Account Holder Agreement or by completing American IRA Representative Designation form, such Representative is not in any way an agent, employee, representative, or affiliate of either American IRA or the Custodian. Furthermore, neither American IRA nor the Custodian compensates my Representative, or any other financial representative, broker, advisor, or issuer in any manner.

10. **Monitoring Investments and Actions of Others**: I understand and agree that it is my sole responsibility to monitor the investments in my Account and that neither American IRA nor the Custodian has any duty or responsibility to monitor the performance of the investments in my Account or actions of the sponsor, nor to monitor the sufficiency or adequacy of my actions or duties or those of my heirs, successors, agents, or assigns. I further understand and agree that neither American IRA nor the Custodian will be required to monitor the acts of any paid consultant to whom American IR A and/or the Custodian may have contractually delegated any duties or responsibilities pursuant to my directions or the directions of my Designated Representative.

11. **Prohibited Transactions**: I understand that certain transactions are prohibited for tax exempt retirement arrangements under Internal Revenue Code Section 4975 ("a prohibited transaction"), including transactions with a "disqualified person" or a "party in interest" (as defined in the IRC), and that such transactions will trigger excise taxes and may result in a deemed distribution from my IRA. I further understand that the determination of whether a transaction directed by me within my Account is a prohibited transaction depends on the facts and circumstances that surround each transaction. I understand and agree that neither American IR A nor the Custodian has any responsibility to make a determination as to whether any transaction directed by me i s a prohibited transaction. I understand and agree that it is solely my responsibility to consult with advisors as I deem necessary and appropriate, and that I will warrant to American IRA and the Custodian that any investment directed by me is not a prohibited transaction. I agree that American IRA and/or the Custodian may condition the processing of any transaction and require that I obtain an opinion from my legal counsel that the proposed transaction is not a prohibited transaction and refuse to process such transaction without such opinion. I also understand and agree that the decision of American IRA and/or the Custodian a s to whether or not to condition the processing on the receipt of a legal opinion is solely within their discretion and is no indication as to whether American IRA or the Custodian has investigated the facts and circumstances surrounding a proposed transaction or made any determination as to whether a proposed transaction is a prohibited transaction.

12. **Investment Funding Requirements**: I understand and agree that I cannot make investments without having available liquid funds in my Account. In addition, if any investment contains provisions for future contractual payments or assessments, (including margin calls), I acknowledge and agree that such payments or assessments shall be borne solely by my Account to the extent such payment is authorized by me or my Designated Representative, and may reduce or exhaust the value of my Account. I further agree to indemnify American IRA and the Custodian for any and all payments or assessments which may be imposed as a result of holding the investment within my Account, and I agree that neither American IRA nor the Custodian shall be under any obligation to extend credit to my Account or otherwise disburse payment beyond the cash balance of my Account for any payment or assessment related to the investment. I agree that I am solely responsible for verifying that any bills to be paid from my Account, and accompanying payment instructions, have been received by American IRA and the Custodian. I further agree that neither American IRA nor the Custodian shall be responsible for late fees assessed by any third party where I have not verified that payment instructions have been received, or where the receipt of instructions or documentations has been delayed by the U.S. Postal Service or any other delivery service.

13. **Terms for Unrelated Business Income Tax**: I understand that certain investments, such as limited partnerships, limited liability companies, and debt-financed real estate may generate Unrelated Business Inco me Tax, or "UBI T". I further understand that, if the UBIT attributable to my Account exceeds $1,000 for any taxable year, an IRS Form 990-T must be filed and the appropriate amount of tax is to be paid from my Account. I understand and agree that neither American IRA nor the Custodian will monitor the amount of UBIT in my Account nor will American IRA or the Custodian prepare Form 990-T. If the filing of Form 990-T is applicable, I agree that it is my sole responsibility to pre pare or have the proper Form 990-T prepared, and forward it to American IRA and the Custodian, along with my authorization to pa y the tax from my Account. If I am required to file Form 99 0-T with regard to any UBIT, I understand that I must obtain and utilize an Employer Identification Number ("EIN'). I agree that I will not use the EIN of American IRA or the Custodian or my own social security number. I understand and agree that I must apply for my own EIN prior to or in conjunction with requesting American IRA or the Custodian to pay any tax owed with regard to any UBIT that might be incurred on an investment held within my Account.

14. **Payment Instructions**: I agree to furnish payment instructions to American IRA and the Custodian regarding any invoice, assessment, fee or any other disbursement notification received by American IRA and/or the Custodian on behalf of my investments, and I understand that neither American IRA nor the Custodian has any duty or responsibility to disburse any payment until such instructions are received from me or my Designated Representative. Written direction shall include signature by facsimile or by electronic signature.

15. **Withholding**: I understand that distributions I receive from my Account will be subject to applicable federal and state income tax withholding requirements unless I elect not to have withholding apply. By signing and dating below, I understand and agree that I have elected not to have withholding apply to "in-kind" distributions from my Account, subject to my right to revoke this election at a later date. If I should revoke this election and have withholding apply to "in-kind" distributions, I agree and understand that it will be my responsibility to ensure that this Account maintains a sufficient amount of cash to satisfy my withholding election. I understand and agree that I am solely responsible for paying federal and state income tax on the taxable portion of my distribution(s) and that I may be subject to tax penalties if my payments of estimated tax and withholding, if applicable, are not adequate.

16. **Investments Not Guaranteed or Insured and May Lose Value**: I understand and agree that investments held within my Account are not guaranteed by American IRA or the Custodian and that my investments are subject to investment risk, including the possible loss of

the principal invested, and that my investments may lose value. I understand and agree that, except to the extent of cash deposits invested in American IRA' s Custodial Account, which is FDIC insured, or directed into other FDIC insured bank products or other United States government-insured financial institutions, United States government securities, or securities that are insured or guaranteed by the United States government, the investments within my Account are not FDIC insured or United States government guaranteed, nor are any investments guaranteed by American IRA or the account Custodian, and that such investments may lose value.

17. **Notices, Proxies and Assessments**: I understand and agree that neither American IRA nor the Custodian has any responsibility or duty to notify me or to forward to me any notices, proxies, assessments or other documents, including notice of assessment of late fees, received by American IRA or the Custodian on behalf of my investments, unless I, or my Designated Representative request each such document in writing.

18. **Valuation of Investments Held**: I understand that American IRA and the Custodian must receive an annual fair market value or good faith estimate for investments held in my Account and, for public and certain private investments, American IRA and/or the Custodian will make every effort to obtain such valuation from the investment issuer. However, I agree that it is ultimately my sole responsibility to obtain and provide such market value or good faith estimate from the investment issuer sponsor or through an independent appraisal; whichever is deemed appropriate by American IRA or the Custodian. I further understand and agree that if American IRA and the Custodian have not been provided with an annual fair market value or good faith estimate for any investment held within my Account, American IRA or the Custodian may distribute that investment to me in-kind based upon the original acquisition cost or last known value, and that such distribution would be a taxable event. I understand and agree to these terms and to the Valuation Policy as provided by American IRA.

19. **Collection and Legal Action**: I agree to be responsible for any and all collection actions, including contracting with a collection agency or instituting legal action, and bringing any other suits or actions which may become necessary to protect the rights of my Account as a result of the operation or administration of investments of my Account. I understand and agree that any legal filings made on behalf of my investments are to be made in the name of 'American IRA, LLC, FBO (my Name) IRA.' I agree that I shall not institute legal action on behalf of my investments without the written consent of American IRA to litigate and that I shall be solely responsible for prosecuting any legal action. I agree that any such legal action will be carried out in a manner that does not cause American IRA or the Custodian to incur any costs or legal fees.

20. **IRA Fees and Payment Policy**: I acknowledge that I have received and reviewed the IRA Fee Schedule included with this IRA Application and I agree to timely pay all fees provided therein. I understand that IRA fees are due on my Account at the time my Account is opened and that IRA fees will be charged each year thereafter. After a 30-day notification, American IRA or the Custodian may liquidate other assets in the account in a sufficient amount to satisfy the amount owed. If my Account is unfunded with zero value, I understand my Account will continue to incur IRA fees each year and in certain situations may require written notice, in a form acceptable to American IRA, to close the account. American IRA and the Custodian do not prorate IRA fees; the full amount will be due and payable for any year during which the account is open, even if the account is terminated at any point during the year. American IRA and the Custodian reserve the right to assess an additional fee for extraordinary services. Any fees charged b y a third-party will be passed on to the accountholder. American IRA and the Custodian reserve the right to change their Fee Schedule at any time with a 30-day notice to any affected accountholders.

I understand that if fees are not paid within thirty (30) days after American IRA has mailed the past due notice, American IRA will begin the process of closing the account. I understand that any asset distributed directly to me as part of closing my account will be reported to the IRS on Form 1099 and may subject me to possible taxes and penalties. I agree that accounts with past due fees, unfunded accounts, and accounts with zero value will continue to incur administrative fees until such time as I notify American IRA, of my intent to close the account or until American IRA, and/or Union Center National Bank resigns.

21. **Availability of Funds after Deposit**: Any funds received into an American IRA account which are made by check may be subject to an eleven (11) business day clearing period before funds are available to invest. Due to the right of revocation, a new account is subject to a seven (7) calendar day waiting period before any funds can be invested.

22. **Release**: I hereby release and give up any and all claims and rights against American IRA and the Custodian should I engage in, appear to engage in, or be accused of engaging in, a prohibited transaction under the Internal Revenue Code. This releases all claims, including those of which I am not aware, and those not mentioned in this Release. Neither American IRA nor the Custodian has any obligation to defend me or to indemnify me against any claim, fine, penalty, judgment, or settlement resulting from a claim raised under the Internal Revenue Code against me.

23. **Indemnification and Hold Harmless**: I agree to indemnify American IRA and the Custodian and its principals, officers, directors, shareholders, partners, members, employees, consultants, affiliates, and agents, including any legal representatives or controlling persons of any such person (each, an 'Indemnified Party'), and to hold each harmless from and against any losses, claims, settlement costs, injury , breach of laws, damages, liabilities, charges, taxes, penalties, or other expenses due to or arising out of (i) a breach of any representation, warranty, acknowledgement, certification, or agreement contained in this Agreement or in any other document in connection with my establishment and management of my Account, (ii) the execution by American IRA or the Custodian of any direction provided by me with respect to my Account, (iii) any action or inaction by an Indemnified Party with respect to my Account that, although not pursuant to my specific direction, is otherwise contemplated under the terms of this Custodial Account Agreement, (iv) any investment whatsoever made with respect to my Account, and (v) any tax consequences relating to my Account, including, without limitation, the tax and withholding requirements on any distributions from my Account.

24. **Entire Agreement**: I agree that this Agreement, together with my application and the custodial account agreement, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter.

25. **Modification**: I understand that American IRA and the Custodian have the right to amend this Agreement at any time. Any amendment made to comply with the Internal Revenue Code and related Regulations does not require my consent. I will be deemed to have consented to any other amendment unless, within 30 days from the date the amendment is sent to me, I notify American IRA and the Custodian in writing that I do not consent. I understand that notice of any such Amendment may be sent to me by regular mail, email,

facsimile, or by giving me notice that the Amendment has been posted on American IRA's website.

26. **Assignment**: I understand that this Agreement is not assignable without the express prior written consent of American IRA.

27. **Severability**: If any provision of this Agreement or the application thereof to any person or circumstances shall be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

28. **Governing Law**: I agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and the federal laws of the United States of America, and the obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such laws.

29. **Dispute Resolution**: I agree to meet and confer in good faith with American IRA and the Custodian to resolve any problems or disputes that may arise under this Agreement or any other dispute related to my Account with American IRA and/or the Custodian.

30. **Jurisdiction and Venue**: With respect to any suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, I agree (i) that such suit, action, or proceeding shall be held in the court of appropriate jurisdiction in Buncombe County, North Carolina, (ii) that exclusive jurisdiction shall lie in Buncombe County, North Carolina, and (iii) to irrevocably and unconditionally submit myself and my property to the exclusive jurisdiction of the appropriate court sitting in Buncombe Count y, North Carolina, and any appellate court to which any appeal may properly be taken therefrom and (iv) that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court, (v) that process in any such suit, action, or proceeding may be served on any party anywhere in the world, and (vi) that a final judgment in any such suit, action, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. I irrevocably and unconditionally waive, to the fullest extent permitted by law, (i) any Objection that I may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in the appropriate court sitting in Buncombe County, North Carolina, and (ii) the defense of an inconvenient forum to the maintenance of any such suit, action or proceeding in any such court. If I initiate suit under this Agreement and do not prevail, I agree that American IRA shall be entitled to all costs, including attorneys' fees. Notwithstanding the above, I further agree that American IRA may request that any suit initiated under this Agreement or the transaction proposed herein be initiated in or removed to U.S. federal court the Western District of North Carolina if and as appropriate.

31. **WAIVER OF JURY TRIAL**: The parties expressly waive any right to a trial by jury in any action or proceeding to enforce or defend any right, power, or remedy under or in connection with this agreement or under or in connection with any amendment, instrument, document, or agreement delivered or which may in the future be delivered in connection here with or a rising from any relationship existing in connection with this agreement, and agree that any such action shall be tried before a court and not before a jury. The terms and provisions of this section constitute a material inducement for the parties entering into this agreement.

32. **IMPORTANT USA PATRIOT ACT INFORMATION**: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: You must provide us with your name, residential address, social security number, date of birth and either driver's license information or a photocopy of a valid state or government-issued photo identification before we will accept and open your account.

INVESTMENT PRODUCTS: NOT FDIC-INSURED· NO BANK GUARANTEE· MAY LOSE VALUE· ALL SECTIONS OF THIS APPLICATION SHOULD BE COMPLETED TO AVOID PROCESSING DELAYS.

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. I acknowledge I have read the fee disclosure, the account agreement and account disclosure statement and agree to abide by their terms as currently in effect or as they may be amended from time to time. If you would like to give permission to another individual to access your account information, (such as your spouse or other individual), you will need to complete the Limited Power of Attorney form or Interested Party Designation form. **PLEASE PRINT, SIGN AND MAIL, E-MAIL, OR FAX THIS FORM TO YOUR AMERICAN IRA, LLC OFFICE.**

Agreed and accepted by applicant,

Account Holder's Signature:_____ **Date:**_____

Account Holder's Printed Name:_____

THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY

AMERICAN IRA FEE SCHEDULE

One Time Set-Up Fee: $50

Annual Account Fee $285 for Every Account!

•Accounts under $7500 pay an Annual Fee of only $165! Unlimited Account Value and Assets!

Unlimited Purchase/Sale of Asset Fee: $165 annually

•For our more active clients we offer unlimited purchase/sale transactions eliminating the $95 transaction fee

Minimum Account Cash Balance: $750

Processing Fees

- **Choice 1 - Purchase/Sale of an Asset $95 OR**
- **Choice 2 - Unlimited Purchase/Sale of Asset Fee: $165 annually**
- **Wire Transfers -Outgoing/Incoming $30**
- **Exchange, Re-registration, Re-characterization of an Asset/Liability or Leveraged Assets $95.**
- **Cashiers Check $50 (Includes Overnight Mail)**
- **ACH/Trust/Voided Checks $10**
- **Notary $5**
- **Overnight Mail $20 Processing plus Shipping Costs**
- **Expidited Investment Review $95**

Other Fees

- **Special services, such as but not limited to: research of closed accounts, Complex Transactions (domestic or international), processing foreclosures, and tax issues $75 per $^1/_2$ hour. (Minimum charge in increments of half hour.)**
- **If fees are deducted from your account causing your cash balance to fall below the required minimum account balance $25 per month until account is brought back to the minimum balance.**
- **A credit card convenience fee of 4% will be charged for all credit card transactions.**
- **Mail Forwarding charge for each piece of mail forwarded (Scan, e-mail or envelope by regular mail) $3**
- **Deposit Research (if deposit coupon is not included with deposit) $25**
- **Copy of sent, cleared or canceled checks; Reproducing tax documents (5498/1099); Duplicate Statements $15**
- **Returned Items, Stop Payment Request, Credit Card Decline $30**
- **990-T Processing, Reversal of Fees for Alternate Payment Method $50**
- **Partial or Full Account Termination - Includes transfer of assets from your American IRA, LLC account to another administrator/custodian and lump-sum distributions: 1/2% of the termination value plus applicable transaction fees, minimum fee of $150, maximum fee of $500. Annual Record keeping Fees are not prorated when an account closes.**
- **Federal or State Tax Withholding $10**

Would you like the Unlimited Purchase/Sale of Asset option? ○ Yes ○ No

Required Information – A Credit Card is required with every account.

Pay Fees By: ○ Credit Card ○ Fund from Your Account

Type of Card: ○ Discover ○ MC ○ Visa ○ Amex

Named on Card: _____

Billing Address: _____ City: _____ State: _____ Zip Code: _____

Card Number: _____ EXP Date: _____ Security Code: _____

Signature: _____ American IRA Account Number: _____

Annual record keeping fees are not prorated and are withdrawn from your undirected funds (defined as any cash in the Custodial Account not invested pursuant to a specific investment direction by you), unless you elected to pay by credit card or debit card as specified above. Transaction fees are due prior to funding the transaction. Fees paid from your account will be reflected on your statement. If there are insufficient undirected funds in your account, we may liquidate other assets in your account to pay for such fees after a 30 day notification, in accordance with your Plan Agreement and Disclosure. In accordance with your Account Application, this Fee Disclosure is part of your Plan Agreement with the Administrator/Custodian and must accompany your Application. Late Payment, Fees: $35 minimum fee plus the lesser of 1.5% per month (18% per annum) or the maximum allowable under applicable state law. You agree and direct the Administrator that your un-directed cash is placed in government insured or guaranteed instruments, including FDIC insured banks, unless we are otherwise directed by you. I understand that if fees are not paid within thirty (30) days after American IRA has mailed the past due notice, American IRA will begin the process of closing the account. I understand that any asset distributed directly to me as part of closing my account will be reported to the IRS on Form 1099 and may subject me to possible taxes and penalties. I agree that accounts with past due fees, unfunded accounts, and accounts with zero value will continue to incur administrative fees until such time as I notify American IRA, of my intent to close the account or until American IRA, and/or Custodian resigns. In accordance with your Account Application, this Fee Disclosure is part of your Agreement with the Administrator and must accompany your Application. American IRA and the Custodian reserve the right to change their Fee Schedule at any time with a 30-day notice to any affected accountholders.

PLEASE PRINT, SIGN AND RETURN THIS FORM TO YOUR AMERICAN IRA, LLC OFFICE.

Printed Name: _____

Signature: _____ Date: _____

AMERICAN IRA
Self-Directed IRAs and 401Ks

Transfer Form

Use this form to move assets directly from a custodian and/or administrator to American IRA, LLC without taking receipt of the funds.

*Please do not use this form to make a direct rollover.

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

Phone
(828) 257-4949

Fax
(828) 257-4948

Website
www.AmericanIRA.com

1. ACCOUNT INFORMATION

Your Name: | American IRA Account Number:

Email Address: | Phone Number:

Your SSN: | Birthdate:

2. TRANSFER INFORMATION

Where are these assets currently held?

Name of Custodian/Trustee: | Account Number:

Custodian/Trustee Address: | City: | State: | Zip:

Contact Name | Phone Number: | Fax Number: | ○ I have attached a copy of my current statement **(Required)**

3. ACCOUNT TYPES

I am transferring funds **from:**

○ Traditional IRA ○ Roth IRA ○ SEP IRA ○ SIMPLE IRA ○ Beneficiary IRA ○ HSA ○ Coverdell Savings Account ○ 401K

I am transferring funds **to:**

○ Traditional IRA ○ Roth IRA ○ SEP IRA ○ SIMPLE IRA ○ Beneficiary IRA ○ HSA ○ Coverdell Savings Account ○ 401K

I am eligible to preform this transaction: (select one)

○ IRA Holder ○ Spouse beneficiary of Account ○ Non-Spouse beneficiary of Account
○ Ex-Spouse of account due to divorce/legal separation

TYPE OF ASSET TO BE TRANSFERRED

Important: If you need to liquidate investments, please contact the resigning Custodian and/or Administrator and inquire about their liquidation/transfer process prior to submitting this completed form. American IRA, LLC is not authorized to liquidate assets or investments with the resigning Custodian and/or Administrator.

Please Check One: ○ Complete Transfer ○ Partial Transfer

○ Cash* - Liquidate asset(s) and transfer cash to American IRA, LLC FBO (Account Holder Name) (Account Type)

$_____

○ In-Kind Transfer- Transfer Asset(s) in-kind to American IRA, LLC FBO (Account Holder Name) (Account Type)

Transfer the following asset(s) in-kind: (asset description)_____

AMERICAN IRA
Self-Directed IRAs and 401Ks

Transfer Form

Use this form to move assets directly from a custodian and/or administrator to American IRA, LLC without taking receipt of the funds.

*Please do not use this form to make a direct rollover.

TRANSFER INSTRUCTIONS

Directly transfer all or part of my present IRA with your organization in the manner indicated below.

How would you like your funds transferred?

○ Check

- **Please make check payable as follows:**
  - **American IRA, LLC FBO (account holder name) (account type)**
- **Please mail check to:**
  - **American IRA, LLC**
    137 Broad Street
    Asheville, NC 28801

***Please Allow 11 Business Days for Check to clear**

○ Wire

- **Please see attached delivery instructions page.**
- **To be attached by the American IRA staff.**

***Funds available following business day. Must exceed 7 day right of recision.**

Delivery Instructions

How would you like us to send this transfer request to your current resigning Custodian and/or Administrator?

○ Certified Mail (Mandatory; $10 fee) ○ Overnight Mail (Optional; $20 plus shipping cost)

I acknowledge that if I elect to have my cash sent from my resigning Custodian to American IRA, LLC by wire transfer, then my funds will be wired to a "pooled" account, American IRA, LLC will credit my funds to my individual account with American IRA, LLC. I acknowledge that (i) Custodian Bank is not responsible for the crediting of my funds to my personal account with American IRA, LLC, (ii) Custodian Bank has no liability to me in the event that my funds are not properly credited to my personal account with American IRA, LLC and (iii) I have no claim against Custodian Bank in the event that my funds are not property credited to my personal account with American IRA, LLC

Signature and Acknowledgement

Signature and acknowledgement (This does not constitute a direct rollover.)

1. I hereby agree to the terms and conditions set forth in the Type of Asset to be Transferred section and acknowledge having established a self-directed account through the execution of the (type of plan) account application.
2. I understand the rules and conditions applicable to an Account Transfer.
3. I qualify for the account transfer of assets listed in the Type of Asset to be Transferred section above and authorize such transactions.
4. I understand that no one at American IRA, LLC has authority to agree to anything different than my foregoing understandings of American IRA, LLC policy.

Account Holder's Signature:	**(Medallion Guarantee Stamp)**
Date:	

Acceptance of Receiving Custodian

Pursuant to a limited written delegation, The Kingdom Trust, as custodian ("Custodian"), has authorized American IRA, LLC to sign this form on the Custodian's behalf to verify the Custodian's acceptance of the transfer, rollover or direct rollover described above and agreement to apply the proceeds upon their receipt to the Account established by American IRA, LLC, on your behalf. The Kingdom Trust ASSUMES NO TRUST OR FIDUCIARY OBLIGATIONS TO YOU AS IT HAS NO INVESTMENT CONTROL OVER YOUR FUNDS AND ACTS ONLY AS CUSTODIAN OF YOUR FUNDS.

American IRA, LLC on Behalf of Custodian, The Kingdom Trust.

By: Date: Account Number: