



Private Entity Disclosure Letter

AMERICAN IRA

Self-Directed IRAs and 401Ks

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:	Account Number:
Name of Investment:	
Name of Administrator: American IRA, LLC	
Please complete the following information:	
Within the above named entity I personally am (select one):	
<input type="checkbox"/> Manager, Managing Member or Partner, Officer, Director, Trustee or a person with similar duties <input type="checkbox"/> Member, Shareholder, Partner or Beneficiary (with no management duties) <input type="checkbox"/> None of the above	

American IRA LLC (Administrator/ Record Keeper) has received instructions from the above referenced Account Owner concerning an investment in the above named entity through his or her Account. The account to be invested is referred to in this document as the "Account", regardless of whether it is a retirement account under Internal Revenue Code (the "IRC") §401, §408 or §408A, a Coverdell Education Savings Account under IRC §530, or a Health Savings Account under IRC §223. The following instructions must be followed to ensure compliance with both IRS requirements and American IRA, LLC policy.

Section 1

1) All vesting to read: American IRA, LLC FBO: Account Type:
 2) American IRA, LLC requires the **employer identification number** (the E.I.N.) for the entity being invested in. Please provide us this information for our records prior to our funding this investment

Do not use the Account Owner's personal social security number with respect to this investment for any purpose.

If the Account is an investor to which a K-1 or similar tax document will be issued, please use the following E.I.N: 05-614 4991.

If the Account is a 100% owner of the entity, the entity must apply for its own E.I.N. It is not permitted under American IRA, LLC policy to use the E.I.N. listed above for any purpose other than the issuance of a K-1 or similar tax document to the Account.

3) Contact information and the correct mailing address for this investment should be listed as follows in your records:

Attn: American IRA, LLC
 137 Broad Street
 Asheville, NC 28801
 Phone: (828) 257-4949

Fax: (828) 257-4948

All notices concerning the investment in the entity should be sent to the Administrator at the above address, with a copy to the Account Owner. Any questions pertaining to the Account should be referred to the Administrator.

4) Original stock certificates, membership certificates or other proof of ownership showing the proper vesting must be sent to and held by the Administrator listed in paragraph 3 on behalf of the custodian and the Account.

5) Because of federal privacy laws the Administrator is not able to answer third party inquiries about the Account unless the Account Owner has filed with the Administrator an original Interested Party Designation or Limited Power of Attorney, with the signature(s) either notarized or Medallion Guaranteed, giving the person making the inquiry authority to obtain information on the Account.

6) The Administrator must be provided with a fair market value of the Account's interest in the entity by January 15th of each year, in a form acceptable to the Administrator. The Administrator, acting on behalf of the custodian, is required to send the Account Owner a year end account statement by January 31 each year showing the value as of December 31 of the prior year. This valuation information is also reported to the IRS on Form 5498. The fair market value information is needed in order to complete that reporting.

7) All payments, income, distributions or payoffs for this investment must be sent to the Administrator for the benefit of the Account. Under the Internal Revenue Code, it is never acceptable to send funds directly to the Account Owner (or the Account Owner's nominee or designee).

8) As the owner of the investment on behalf of the Account, the Administrator (who is acting on behalf of the custodian in this respect) must be notified promptly of any change in address, telephone number, or company status (such as bankruptcy filings, regulatory agency investigations or litigation).

9) If the Account Owner dies, requests a distribution of the asset, converts the IRA to a Roth IRA, obtains a divorce in which the Account is awarded to the Account Owner's former spouse, or changes the custodian or administrator of the Account, it may be necessary to change the ownership and address listed as the investor in the entity. In any of these events, the Administrator, the Account Owner, or the successor to a deceased Account Owner in the case of death, will provide written notice of any such change. You will be required to change your records to reflect the new information at that time.

10) In the event that future capital contributions to the entity are required or desired (and provided the Account Owner determines that the capital call is not a prohibited transaction under Internal Revenue Code §4975 and there are sufficient funds in the Account), all funds must come from the Account. The Account Owner may not advance funds on behalf of the Account.

11) The Account Owner may not personally guarantee on behalf of the Account any indebtedness of the entity to a third party nor may the Account Owner guarantee any indebtedness of the Account to the entity.

12) If the entity will operate a business or own debt financed property and is a pass through entity for federal income tax purposes, the Account may owe unrelated business income tax (UBIT) on any profits from the investment. Neither the custodian nor the Administrator nor American IRA, LLC nor any affiliate of American IRA, LLC will prepare or file IRS Form 990T or any similar state tax filing on behalf of the Account. The Account Owner is responsible for causing these forms to be prepared and filed. Any taxes due must come from funds belonging to the Account and not from the Account Owner.

13) If this investment is for accredited investors only, the Account Owner, in his or her capacity as the beneficiary of the Account, must sign any required accredited investor certifications.

14) If the Plan Asset Regulations apply to this investment, the Account will be deemed to own not only shares in the entity itself but also a pro rata share of the underlying assets of the entity for purposes of the prohibited transaction rules of Internal Revenue Code §4975. A review of the prohibited transaction rules, the Plan Asset Regulations (29 C.F.R. §2510.3-101) and Interpretive Bulletin 75-2 (29 C.F.R. §2509.75-2) is strongly encouraged so that you will know which assets need to be evaluated and how to conduct the evaluation, with respect to the existence or absence of a prohibited transaction. If a prohibited transaction occurs, the Account is treated as having been distributed to the Account Owner as of January 1 of the year in which the prohibited transaction occurs. Additional penalties may apply to other disqualified persons who participated in the prohibited transactions.

15) Neither the custodian, nor the Administrator or Record keeper for the Account, nor American IRA, LLC or any agent, employee, affiliate or designee of American IRA, LLC will review or complete the subscription agreement, bylaws, operating agreement, partnership agreement, or trust agreement, as applicable, other than to verify that the ownership of the asset is vested correctly, the mailing address and employer identification number (E.I.N.) are correct, and the amount of the investment matches the buy direction letter from the Account Owner. The Account Owner is responsible to make sure the entity is not formed and will not operate in a way that violates the prohibited transaction rules of Internal Revenue Code §4975.

If you have any questions regarding these instructions, feel free to contact the Administrator as noted in paragraph 3. Please be aware that neither the custodian, nor the Administrator or Record keeper for the Account, nor American IRA, LLC or any agent, employee, affiliate or designee of American IRA, LLC is able to provide tax, legal or investment advice on this or any other issue.

This Disclaimer and Indemnity Agreement will confirm our mutual understanding and agreement regarding the proposed investment by your Account in the above named entity. Your account is referred to in this document as the "Account", regardless of whether it is a retirement account under Internal Revenue Code (the "IRC") §401, §408 or §408A, a Coverdell Education Savings Account under IRC §530, or a Health Savings Account under IRC §223. You must sign this agreement and return it to us prior to making the investment in the entity.

SECTION 2

1. You understand and agree that the Custodian, the Administrator and/or the Record-keeper for your Account (including, but not limited to American IRA, LLC or any agent, employee, affiliate or designee of American IRA, LLC) do not approve investments or actions you personally take or direct the Custodian, Administrator and/or Record-keeper to take on behalf of your Account. The Custodian, Administrator and/or Record-keeper are limited in their responsibilities under your Account, and their responsibilities do not include investment selection.
2. You understand and agree that the Custodian, the Administrator and/or the Record-keeper for your Account (including, but not limited to American IRA, LLC or any agent, employee, affiliate or designee of American IRA, LLC) do 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 the entity you want your Account to invest in.
3. You understand and agree that you are solely responsible for making sure that the entity was not formed and will not operate in a way that does or may lead to a prohibited transaction under IRC §4975.
4. You understand and agree that if the entity your Account is investing in becomes a "disqualified person" (as that term is defined in IRC §4975) upon funding (this may occur, for example, if your IRA and other disqualified persons, including you personally, own more than 50% of the entity), then any future mandatory capital calls may be considered to be a prohibited transaction under IRC §4975.
5. By signing this Disclaimer and Indemnity Agreement, you agree to indemnify and hold harmless the Custodian, the Administrator and/or the Record-keeper for your Account (including, but not limited to American IRA, LLC or any agent, employee, affiliate or designee of American IRA, LLC), and their respective officers, directors, shareholders and employees against any liability associated with investing in the identified entity, including funding a capital call, and including any liability that arises because the investment is or may be a prohibited transaction under IRC §4975.
6. You understand and agree that the Custodian, the Administrator and/or the Record-keeper for your Account (including, but not limited to American IRA, LLC or any agent, employee, affiliate or designee of American IRA, LLC) have given you no tax advice regarding the possibility that your Account may be subject to Unrelated Business Income Tax (UBIT) as a result of its investment in the identified entity. If your Account owes UBIT on its profits from the entity, you agree to prepare or cause to be prepared and filed a IRS Form 990T, and any similar filing required under applicable state laws, for each year with respect to which any such form is required, and to cause your Account to pay any UBIT that is reported in such forms. You understand and agree that any UBIT owed must come from funds belonging to the Account. Your agreement to indemnify and hold harmless, as set forth in paragraph 5) above, includes liability of the parties named therein with respect to UBIT and the preparation and filing of IRS Form 990T and similar state tax filings.
7. You agree and understand that American IRA, LLC is required to report the fair market value of the Account to the Internal Revenue Service and/or to the Plan each year. You agree to obtain a fair market value for the Account's investment in the entity as of December 31 each year and report this information to American IRA, LLC on a form approved by American IRA, LLC no later than January 15 of the following year. You understand and agree that American IRA, LLC is entitled to rely on the valuation provided by you for reporting purposes and shall bear no responsibility as to the accuracy of the information provided. You understand and agree that until a different valuation is reported to American IRA, LLC, the value of the investment in the entity will be reported based on the Account's total investment in the entity. You understand and agree that if you fail to provide a fair market value to American IRA, LLC as required, American IRA, LLC may withdraw as administrator of your account and distribute the asset to you or to a successor custodian.
8. You represent that you understand that with some types of accounts there are rules for required minimum distributions from the account. If you are now subject to the required minimum distribution rules for your Account, or if you will become subject to those rules during the term of the investment, you represent that you

have verified either that the entity that your Account is investing in provides distributions that will be sufficient to cover each required minimum distribution, or that there are other assets in your Account, or in other accounts that you may access for this purpose, that are sufficiently liquid (including cash) from which you will be able to withdraw your required minimum distributions as they become required.

9. You represent that you have done your own due diligence on the entity you want your Account to invest in.

10. You understand and agree that the Custodian, the Administrator and/or the Record-keeper for your Account (including, but not limited to American IRA, LLC or any agent, employee, affiliate or designee of American IRA, LLC) do not make any attempt to evaluate the entity you want your Account to invest in. For example, they make no attempt to check the financial strength of the entity, nor do they check with the Secretary of State to see if the entity is in good standing, nor do they 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 entity. You, as the owner of the Account, are 100% responsible for evaluating the entity, its operations and the investment potential of the entity, including taking the steps described in the preceding sentence.

11. You understand and agree that you are also responsible for confirming that none of the "disqualified persons" with respect to your Account (including American IRA, LLC, its affiliates and designees, and every other entity that is the Custodian, Administrator and/or Record-keeper with respect to your Account, their officers, directors, shareholders or employees) are associated in any way with the entity you want your Account to invest in.

12. You understand and agree that the Custodian, the Administrator and/or the Record-keeper for your Account (including, but not limited to American IRA, LLC or any agent, employee, affiliate or designee of American IRA, LLC), and their officers, directors, shareholders or employees have not given you any investment, legal or tax advice pertaining to this investment.

13. You understand and agree that if the Plan Asset Regulations issued by the U.S. Department of Labor apply, the entity is disregarded for purposes of the prohibited transaction rules of IRC §4975. In that case, the underlying assets of the entity are considered to be the assets in which your Account is investing, and each of the statements above regarding the entity must be true with regard to each of the assets that the entity invests in. You represent that you either understand the Plan Asset Regulations and Interpretive Bulletin 75-2 or that you have sought competent legal counsel regarding the Plan Asset Regulations and Interpretive Bulletin 75-2 and their potential application to the entity that you want your Account to invest in, prior to making your investment decision.

To signify your agreement with all of the above paragraphs and agree to provide to the administrator the required documents and information, please sign below and return it to us by fax or email, with the original being followed up by mail. **PLEASE SIGN AND FAX, E-MAIL, OR MAIL THIS FORM TO YOUR AMERICAN IRA, LLC OFFICE.**

Signature:	Date:
------------	-------