



IRA RESOURCES, INC.

Asset Exchange Letter

1. ACCOUNT OWNER INFORMATION

Form with fields: Full Name (as it appears on your account application), Account Number, Account Type (checkboxes for Traditional, Roth, SEP, SIMPLE, HSA, ESA), Email Address, Daytime Phone Number.

2. REVIEW AND PROCESSING

Form with question: How Do You Want IRAR to Review Your Transaction? (NOTE: The review request does not guarantee the completion of the transaction). Includes checkboxes for Normal Review Request and Expedited Review Request (\$100) with associated review timeframes.

3. TRANSACTION ACKNOWLEDGEMENT

Form with instruction: Read the Information Below and Initial to Acknowledge. Includes a list of disqualification rules and an initialing line: Initial Here: [arrow] \_\_\_\_\_ By initialing, I acknowledge that I have read and understand the transaction information above.

4. EXISTING ASSET AND EXCHANGE TYPE

Form with question: Existing Asset/Investment Name (example: property address, name of LLC, joint venture, private placement, etc.). Includes sections 4.1 (Full or Partial Exchange) and 4.2 (Type of Asset Exchange) with various checkboxes for exchange types like Real Estate to LLC, Private Placement to Unsecured Note, etc.

# Asset Exchange Letter

## 5. NEW ASSET INFORMATION

New Asset/Investment Name <i>(example: property address, name of LLC, joint venture, private placement, etc.)</i>			
Percentage of Ownership	Quantity <i>(number of share, units, etc.)</i>	Price <i>(per share, unit)</i>	Total Value
%			

## 6. BORROWER INFORMATION *(complete if NEW asset is Promissory Note or Deed of Trust)*

Borrower 1: Full Name		Email Address		Phone Number	
Street Address		City	State	Zip	
Borrower 2: Full Name		Email Address		Phone Number	
Street Address		City	State	Zip	

## 7. STATEMENT OF INVESTMENT ELIGIBILITY, DISCLAIMER, AND INDEMNITY AGREEMENT

Do you, the account owner (NOT the IRA) currently hold one of the following roles ? <i>(check one)</i>	
<input type="checkbox"/> Manager, Managing Member or Partner, Officer, Director, Trustee, or a Person with Similar Duties	Current Percentage of Ownership: _____%
<input type="checkbox"/> Member, Shareholder, Partner or Beneficiary <i>(with no management duties)</i>	Current Percentage of Ownership: _____%
<input type="checkbox"/> None of the above	

**Your signature is required. Please ensure that you read and acknowledge the following disclosure before you sign and date this form.**

- 1) I acknowledge that IRAR Trust Company acts solely as a directed custodian and represent that it provided no tax, legal or investment advice. I understand that IRAR Trust Company is under no obligation or duty to investigate, analyze, monitor, verify, or otherwise evaluate this or any investment contemplated by this or any Investment Direction form I submit, nor does it have any responsibility to review the prudence, merits, viability, or suitability of any such investment.
- 2) I understand and agree that IRAR Trust Company will not make any attempt to evaluate the entity I want my Account to invest in. For example, IRAR Trust Company will not check the financial strength of the entity, nor check with the Secretary of State, 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. I understand and agree that IRAR Trust Company 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 the entity I want my Account to invest in. I represent that I have done my own due diligence on the entity I want my Account to invest in.
- 3) I understand and agree that I am 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) I understand and agree that if the entity my Account is investing in becomes a "disqualified person" (as that term is defined in IRC §4975) upon funding (this may occur, for example, if my plan and other disqualified persons, including me personally, own more than 50% of the entity), then any future mandatory capital calls may be a prohibited transaction under IRC §4975.
- 5) I understand that my Account may be subject to Unrelated Business Income Tax (UBIT) as a result of its investment in the identified entity. If my Account owes UBIT on its profits from the entity, I agree to prepare or cause to be prepared and filed an 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 my Account to pay any UBIT that is reported in such forms. I understand and agree that any UBIT owed must come from funds belonging to the Account. I agree to indemnify and hold harmless, as set forth in paragraph 10) below, 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.

## Asset Exchange Letter

6) I agree and understand that IRAR Trust Company is required to report the fair market value of the Account to the Internal Revenue Service each year. I 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 IRAR Trust Company no later than January 15 of the following year. I understand and agree that IRAR Trust Company is entitled to rely on the valuation provided by me for reporting purposes and shall bear no responsibility as to the accuracy of the information provided. I understand and agree that until a different valuation is reported to IRAR Trust Company, the value of the investment in the entity will be reported based on the Account's total investment in the entity. I understand and agree that if I fail to provide a fair market value to IRAR Trust Company as required, IRAR Trust Company may withdraw as Custodian of my account and distribute the asset to me or to a successor custodian.

7) I understand that with some types of accounts there are rules for required minimum distributions from the account. If I am now subject to the required minimum distribution rules for my Account, or if I will become subject to those rules during the term of the investment, I represent that I have verified either that the entity that my Account is investing in provides distributions that will be sufficient to cover each required minimum distribution, or that there are other assets in my Account, or in other accounts that I may access for this purpose, that are sufficiently liquid (including cash) from which I will be able to withdraw my required minimum distributions as they become required.

8) I understand and agree that I am also responsible for confirming that none of the "disqualified persons" with respect to my Account (including, but not limited to IRA Resources or any agent, affiliate or designee of IRAR Trust Company) are associated in any way with the entity I want my Account to invest in.

9) I 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 the assets in which my 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. I represent that I either understand the Plan Asset Regulations and Interpretive Bulletin 75-2 or that I have sought competent legal counsel regarding the Plan Asset Regulations and Interpretive Bulletin 75-2 and their potential application to the entity that I want my Account to invest in, prior to making my investment decision.


10) By signing this Disclaimer and Indemnity Agreement, I agree to indemnify and hold harmless, IRAR Trust Company (including, but not limited to IRA Resources or any agent, affiliate, or designee of IRA Resources), 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. **To signify your agreement with the above disclaimer and agreement, sign below.**

Signature	Date
	

### 8. PAYMENT OF IRAR FEES

How Will You Pay for Transaction Fees?

*If credit card is declined, fees will be debited from IRA. Transaction will **NOT** be processed unless fees are paid.)*

<input type="checkbox"/> Debit IRAR Account		<input type="checkbox"/> Credit Card <i>(complete credit card information below)</i>	
Credit Card Type			
<input type="checkbox"/> Visa	<input type="checkbox"/> Master Card	<input type="checkbox"/> American Express	<input type="checkbox"/> Discover
<input type="checkbox"/> Save this card to my account for future fees.			
Name As it Appears on the Card	Card Number	Expiration Date	Security Code
Billing Address	Billing City	Billing State	Billing Zip
By signing below, I authorize my credit card to be charged for the option(s) chosen above. I understand that inaccurate or incomplete credit card information or charges declined by the credit card issuer will delay the processing of the account transaction. Future changes to the option made above must be submitted in writing.			
Signature			Date
			



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Asset Exchange Letter

9. ACCOUNT OWNER SIGNATURE AND INVESTMENT ACKNOWLEDGEMENT

\*For loans secured by assets other than real estate, IRAR Trust Company needs backup documentation (ex. UCC1 Financing Statement, Security Agreement, etc.) to book the loan as secured.

Prior to funding, all transaction documents must be notated "read and approved" with your signature and date (for example: subscription documents, promissory notes).

I understand that my account is self-directed and that IRAR Trust Company is acting solely as a passive custodian to hold retirement account assets and in no other capacity. IRAR Trust Company 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 IRAR Trust Company provide, and IRAR Trust Company has not provided, any advice with respect to the investment directive set forth in this Asset Exchange 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 IRAR Trust Company will not 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 the risks associated with this investment and I performed the due diligence I deemed necessary on the investment itself to ensure compliance with these requirements. I also understand and agree that IRAR Trust Company will not be responsible to take any action should there be any default with regard to this investment. I understand that IRAR Trust Company is not 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 IRAR Trust Company, and its respective officers, directors, managers, members, employees, agents, owners, representatives, affiliates, and successors harmless from any claims, including but not limited to: actions, liabilities, losses, penalties, fines, and/or claims by others, arising out of this Asset Exchange 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 IRAR Trust Company is named as a party, IRAR Trust Company 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, costs, and internal costs (collectively "Litigation Costs"), incurred by IRAR Trust Company in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by IRAR Trust Company, on demand, I will promptly reimburse IRAR Trust Company the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, IRAR Trust Company 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 confirm that this asset exchange does not include any illegal or impermissible investments under South Dakota or Federal law, including, but not limited to, holdings of marijuana or other illegal substances, illegal gambling, or illegal artifacts.

I am directing IRAR Trust Company to complete this transaction as specified above. I confirm that the decision to exchange assets is in accordance with the rules of my account, and I agree to hold harmless and without liability IRAR Trust Company under the foregoing hold harmless provision. I understand that no one at IRAR Trust Company has authority to agree to anything different than my foregoing understandings of IRAR Trust Company's policy. If any provision of this Asset Exchange 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. 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.

IRAR Trust Company does not provide tax, legal, or investment advice. It does not endorse or recommend any agent, company, or specific investment. Any information communicated by IRAR Trust Company is solely for educational purposes and should not be construed as tax, legal, or investment advice. Consultations with tax, legal, and investment professionals is advised prior to making any decisions regarding your account.

I have read and understand the disclosure above.

Table with 2 columns: SIGNATURE and DATE. The SIGNATURE cell contains a green arrow pointing right.