

REAL ESTATE SALE FORM

Effective 8/2020

N	lame			CNB Account #			
1.	PROPERTY INFORMATION						
	Property Address or Legal Description	on:					
	Interest Owned By IRA: My IRA owns 100% of the prope	rty 🗌 My IRA owns	s% o	f the property			
2.	TYPE OF SALE						
	☐ Full ☐ Partial						
	Price \$	Closing Date	e Cash to be Received \$				
	Net Asset Value \$	% o1	f Ownership:] Changed to	%	Unchanged	
	Legal Description of Remaini	ng Real Estate					
3.	DEBT FINANCING						
	Back Debt: Yes (Complete this No (Skip to section						
Lender Name			Lo	Loan Number			
	Lender Address		City		ST	Zip	
	Lender Phone Number		Lender Ema	ail			
4.	CLOSING INFORMATION	LOSING INFORMATION					
	Closing Agent-Title Company/Escrov	v Agent/Attorney					
	Contact Name		Phone		Fax		
	Email		Anticipated Closing Date				
5.	CLOSING COSTS PAYMENT INSTRUCTIONS (COMPLETE IF DUE BEFORE TRANSACTION)						
	Closing Costs Amount: \$						
	Send by Check						
	Payment Instructions:						
	Make Check Payable To:						
	Mail Check To:		City		_ST	Zip	
	Send by Wire						
	Wire Instructions: Bank Name	ADA D.	outing #	D	ank Phone #		
	Bank Address						
	Credit Account #		•				
6	REAL ESTATE AGENTS/ATTORNEYS/						
•	Full Name						
	Title						
	Full Name						
	Title			tmall			

7. DISCLOSURES

CUSTODIAL SERVICES ONLY

CNB will provide custodial services with respect to the investments in your Account, but we do not provide investment advice or information, nor are we the agent, partner, employee, representative, or affiliate of any financial representative, product sponsor or other individual or entity except as otherwise disclosed.

CNB does not sponsor or endorse any investments other than CNB certificates of deposit. The suggested use of our custodial services by a financial representative, product sponsor, real estate agent, lender or any other individual or entity, does not deem such person or entity to be an agent, employee, representative or affiliate of CNB except as otherwise disclosed. We are not responsible for and are not bound by any representations, warranties, statements, agreements, disclosures, information made by any such person beyond the terms and provisions contained in the CNB Agreement, Disclosure Statements, or other CNB forms or CNB documents.

PROPER DOCUMENTS

Any required documents must be provided to CNB along with this form signed by the account owner. All investment directions must be in a format or manner acceptable to CNB. CNB reserves the right to amend purchase documents to reflect the registration:

Community National Bank CUST FBO: (Account Owner Name, #xxxxxx) 225 Main Street - PO Box 225 Seneca, KS 66538 Tax ID #48-0976372

INVESTMENT SELECTION

You, and/or the designated representative (Rep) you have appointed, have the sole authority and discretion to select and direct the investment of all assets in your We permit you to invest in a wide variety of investments based on administrative factors only. CNB does not recommend or evaluate the prudence, merit, viability or suitability of any investment and will not be responsible for the performance of any investment. You should seek adequate financial, tax, and/or legal counsel as necessary to manage the assets in your Account. Your Account Statement (and the reported values therein) should not be used as the basis for making, retaining, or disposing of an investment.

You may invest in any investments that you are qualified to purchase, that we deem administratively feasible at the time of the investment selection, and that are acceptable under the applicable laws. CNB reserves the right to refuse custody of any

You accept full and sole responsibility for the success or failure of any investment decision. CNB has no duty or responsibility to monitor the performance of investments or actions of the sponsor, nor to monitor the adequacy of your actions or those of the designated rep you have appointed. CNB does not recommend, perform due diligence, or compensate the financial representative you have designated.

You acknowledge that you are responsible for all administrative duties including, but not limited to, proper recording and filing of deeds, ensuring that any necessary environmental inspections/audits are performed, title insurance is properly in place and maintained in good order at all times, all taxes and all other expenses are current and paid in a timely fashion by your Account, monitoring all aspects of note payments (if Property is debt financed), and communicating with CNB regarding the above matters.

PROHIBITED TRANSACTIONS

You understand that certain transactions are prohibited under Internal Revenue Code Section 4975 and ERISA. You further understand that should your Account engage in a prohibited transaction, your account will incur a taxable distribution as well as possible penalties. The determination of whether the transaction directed hereby is a prohibited transaction or "party in interest" transactions depends on the facts and circumstances surrounding the sale. You warrant and represent that the offering entity or any

affiliate thereof is neither a "party of interest" (as defined in Section 3(14) of ERISA) nor a "disqualified person" (as defined in Section 4975(e)(2) of the Internal Revenue Code), that you have consulted with such advisors as you deemed necessary and appropriate, and have determined among other things, that this sale does not constitute a prohibited transaction as defined in Internal Revenue Code 4975). Neither you, nor a member of your immediate family, are affiliated with the sale directed above and you understand that if that was the case, the transaction could be considered a prohibited transaction.

You acknowledge that a prohibited transaction can develop after the purchase of the property. You agree that in the future you will not allow a "party of interest" or "disqualified person" to participate in transactions that would create a prohibited transaction within the IRA. These transactions include, but are not limited to, use of the real estate owned by the IRA, receipt of compensation in connection with the purchase, sale or lease of the real estate owned by the IRA, involvement with a company that is transacting with the IRA or IRA owned real estate, management or control of a company transacting with the IRA or the IRA owned real estate, or providing a guarantee on debt used in connection with the purchase or improvement of the IRA owned real estate.

UNRELATED BUSINESS TAXABLE INCOME

Certain investments may generate Unrelated Business Taxable Income (UBTI) within IRAs. You understand that if your account generates UBTI in excess of \$1,000, IRS Form 990-T must be filed using a separate Employer Identification Number (EIN). Upon proper authorization, CNB will disburse funds from your IRA to pay applicable taxes generated from UBTI. You understand that CNB will not generate IRS Form 990-T for your account, therefore, you must consult with your tax advisor for preparation of this form as well as to determine your tax liability, if any.

INSURANCE

The named insured on any insurance policy for property held in your IRA must list CNB as the insured on the policy. Proceeds from any claims must be paid to your IRA. You understand that CNB is not responsible for maintaining or securing insurance coverage on this investment, including but not limited to: title, fire, liability, casualty, or any other insurance coverage. You understand that CNB is not responsible for notifying you of insufficient coverage and that you have sole responsibility in determining the necessary and adequate insurance related to my investment. You agree to direct CNB in writing to make any necessary premium payments for any insurance coverage.

REDEMPTION PROCEEDS

You understand for sales of property, the the proceeds must be sent toyour Account. If the property is debt financed, you must authorize the periodic payments on the nonrecourse promissory note by submitting written authorization to CNB to process the payment from your Account.

You acknowledge that CNB is not responsible for notifying you of any payments due in regards to this investment, including but not limited to the following: taxes, utilities, homeowner association dues, repairs, or insurance premiums. You acknowledge that it is your responsibility to direct CNB in writing in a format acceptable to CNB to make any such payments due for this investment. You understand that you are responsible for reviewing account statements to ensure that proper payments have been made per You understand that CNB has no authorization to make any modifications to any directions submitted without written authorization. You understand that your Account must have sufficient funds available before the transaction can be

ARBITRATION AGREEMENT

Any investment authorizations are covered under the Custodial Agreement that governs your Account. The Custodial Agreement is an enforceable contract that contains an agreement to submit all disputes to binding arbitration.

8. AUTHORIZATION & SIGNATURE

Your signature on this form acknowledges and certifies that you have reviewed and understand the disclosures shown on this page as well as those on the previous page and on the Custodial Agreement.

- I acknowledge that I (or the designated representative I have appointed) have the sole authority and discretion to select and direct the investment of all assets in my Account and I accept full responsibility for the success and failure of any investment decision.
- I acknowledge that an investment in real estate may require special service, may be more difficult to liquidate, and may involve a high degree of risk. I understand CNB is not responsible for monitoring my investment decisions nor the performance of any investment held in my Account.

 I attest that this investment nor future activities involving the investment do not constitute a prohibited transaction as defined in the Internal Revenue
- Code Section 4975.
- I have not received any investment, tax, or legal advice from CNB. I will seek the advice of my own tax or legal professional to ensure compliance with related laws.
- I agree to indemnify CNB and hold it harmless from any liability, for any loss, damage, injury, or expense, which may occur as a result of the execution of this Sale Form.

I understand the investments in my account, with the exception of the Community National Bank (CNB) savings balance and any CNB certificates of deposit, are not FDIC insured; are not obligations of the bank; are not guaranteed by the bank; and involve risks, including possible loss of principal.

X	
Signature of Account Owner	Date