



CHECKBOOK IRA LLC AGREEMENT

If you are investing in an LLC which will be owned by your IRA, you MUST complete this form prior to making your investment. If you are transferring an IRA LLC from another IRA or qualified retirement plan, you MUST complete this form to facilitate the transfer.

Return by Mail: 221 South Phillips Avenue, Suite 206, Sioux Falls, SD, 57104 | Fax: 605-415-4296 | E-mail: info@IRAFinancialTrust.com
For inquiries, call: 800-472-1043 or visit IRAFINANCIALTRUST.COM

A. IRA OWNER IDENTIFICATION

FULL NAME _____ PHONE NO. _____ ACCOUNT NUMBER _____

B. OPERATING AGREEMENT PREPARER & TRANSACTION REVIEWER INFORMATION *Required*

LLC NAME: _____

The Operating Agreement preparer must be an attorney or a pre-approved IRA facilitator company whose standard documents have been reviewed by legal counsel. Operating Agreements prepared by the IRA Participant, an accountant, or self-help websites are not acceptable.

NAME OF PREPARER _____ STREET ADDRESS _____ PHONE NO. _____
FIRM NAME (IF APPLICABLE) _____ CITY/STATE/ZIP _____ FAX OR EMAIL _____

In order to assure that the LLC conforms to the requirements and prohibitions of the Internal Revenue Service and Department of Labor, I will have all transactions of the LLC reviewed by the attorney, accountant or other third party professional named below at least annually to avoid any action that would disqualify the IRA.

Check this box if the transaction reviewer is the same as the operating agreement preparer. If it is not, provide the required information below:

NAME OF TRANSACTION REVIEWER _____ STREET ADDRESS _____ PHONE NO. _____
FIRM NAME (IF APPLICABLE) _____ CITY/STATE/ZIP _____ FAX OR EMAIL _____

C. GENERAL ACKNOWLEDGMENT AND AGREEMENT

- I acknowledge that I am investing my account funds in an LLC and I agree to provide certain information about the LLC to IRA Financial Trust Company to allow them to properly complete any required reporting to the Internal Revenue Service or other governmental agencies.
- I acknowledge that the Custodian may determine that the information I provide is not sufficient to complete its obligations to the Internal Revenue Service. After notifying me of such deficiencies and allowing me to correct them, the Custodian, at its sole discretion, may determine the sufficiency of the information to comply with the Internal Revenue Service regulations and if insufficient, elect to distribute the LLC to me.
- I agree that the agreement will include language regarding additional capital contribution(s) and whether they are allowed or disallowed; if allowed, the attorney preparing my agreement should state in the agreement that: "Subsequent investments by the single member are permitted and do not create a prohibited transaction under IRC Section 4975".
- I acknowledge that any future changes in Internal Revenue Service regulations or other laws and regulation may require further action by me to allow the Custodian to continue to maintain the LLC within my account.
- I acknowledge that the custodian is not responsible for and shall not be held liable for any government decision or ruling regarding the legality of the self-directed IRA LLC.
- I agree to hold harmless, protect and indemnify the Custodian from and against any and all liabilities, losses, damages, expenses and charges, including but not limited to attorney's fees, penalties and expenses of litigation, which the Custodian may sustain or might sustain resulting directly or indirectly from this investment.

D. VALUATION

- I agree to provide an annual statement of the LLC's fair market value to IRA Financial Trust Company on the **IRA LLC VALUATION** form available on the IRA Financial Trust website.
- I understand that the Custodian may require a fair market valuation at the time of any taxable distribution, such as a Roth conversion, account holder distribution or required minimum distribution and that a licensed professional (CPA, appraiser, etc) knowledgeable about the LLC must certify such valuation. I will ensure that the appraiser signs the **IRA LLC VALUATION** form.

E. PROHIBITED TRANSACTIONS (see IRS Publication 590 for further information)

A prohibited transaction is a transaction between a plan (the LLC) and a disqualified person that is prohibited by law.

Prohibited transactions generally include (but are not limited to) the following transactions:

- A transfer of plan income or assets to, or use of them by or for the benefit of, a disqualified person;
- Any act of a fiduciary by which plan income or assets are used for his or her own interest;
- The receipt of consideration by a fiduciary for his or her own account from any party dealing with the plan in a transaction that involves plan income or assets;
- The sale, exchange, or lease of property between a plan and a disqualified person;
- Lending money or extending credit between a plan and a disqualified person;
- Furnishing goods, services, or facilities between a plan and a disqualified person.

A disqualified person is any of the following:

- You, the owner of the plan (IRA);
- A member of your family (i.e., your spouse, ancestors, lineal descendants and their spouses);
- The Custodian/Administrator of the plan;
- Any person providing services to the plan;
- Any corporation, partnership, trust, or estate in which you own (either direct or indirect) 50% or more;
- An officer, director, 10% or more shareholder, or highly compensated employee of the 50% or more owned entity described above.

F. GENERAL ACKNOWLEDGMENT AND AGREEMENT

By signing this agreement, I hereby acknowledge receipt of the "IRA LLC Requirements" and "Account Disclosure" forms and that I understand my responsibilities to the Custodian. I acknowledge that I have not and will not engage in any prohibited transactions within my retirement account or its asset holdings. I further acknowledge that if I do not provide the Custodian with the information required by this agreement, the Custodian may elect to distribute the account in whole or in part to me and that this may be a taxable distribution. The Custodian may rely on the information provided by me both now and in the future regarding my LLC investment. I hold the Custodian harmless from any action taken against them due to the inadequacy or inaccuracy of any information or documentation I provide.

IRA Owner Signature _____

Date _____ / _____ / _____

FOR CUSTODIAL USE ONLY
PROCESS DATE
_____/_____/_____