

- Savings Incentive Match Plan (SIMPLE) IRA for Employees

Self Directed IRA New Account Kit



Self Directed IRA

S E R V I C E S I N C

A subsidiary of Horizon Bank

Self Directed IRA Account Opening Instructions and Forms

For Savings Incentive Match Plan for Employees (SIMPLE) IRA



Self Directed IRA

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How To Open A New Account

Step 1: Complete and sign the **SIMPLE IRA Custodial Account Application**.

Step 2: Determine how your **SIMPLE IRA** account will be funded.

- To initiate a direct transfer from a SIMPLE IRA with another custodian, complete the **IRA Transfer Request**.
- To rollover funds from another SIMPLE IRA, contact the IRA custodian/plan administrator to obtain the distribution form. Complete and return the necessary form. Send a *copy* to SDIRA Services, along with your completed and signed **Deposit Coupon** to certify your rollover.
- To make a SIMPLE IRA contribution within the specified limits, the contribution check should be made payable to: *Self Directed IRA Services, Inc. Custodian FBO (your name) IRA (your IRA account #)*. Send the check, along with your completed and signed **Deposit Coupon**.

Step 3: If you do not have a valid state-issued driver's license, include a copy of your valid government-issued photo ID.



Your new account cannot be opened without your driver's license information in Section 1 OR a copy of a valid, government-issued photo ID such as a passport, military, veteran or similar ID.

Step 4: Include payment for your **First Year IRA** and any other fees. See the **IRA Fee Schedule**.



If payment is not included, applicable fees will be deducted from initial funds received in the account. If you wish, fees may be charged to a credit card by completing the **Credit Card Charge Form**.

Step 5: Read and keep the following forms for your files.



- IRA Custodial Account Agreement and Disclosure Statement
- Financial Disclosure
- IRA Fee Schedule
- Privacy Notice

Step 6: Provide your investment direction (if ready).



- To invest in a public investment, use our **Public Investment Checklist and Investment Direction**. Public investments include:
 - Brokerage Account (for all publicly traded stocks, bonds, mutual funds and other securities)
 - Public LP, LLC, REIT or similar offerings which have an investment prospectus
- To invest in precious metals, use our **Precious Metals Investment Checklist and Investment Direction**.
- To invest in an alternative investment, obtain the appropriate **Investment Checklist** for the type of investment you wish to make:
 - Real Estate
 - Private Equity (LLC, LP or closely-held stock)
 - Private Debt (promissory note, trust deed/mortgage or corporate debt)
 - Structured Settlement

All **Investment Checklist/Investment Direction** forms are available on our website, www.SDIRAServices.com, in the Forms section.

Step 7: Submit your forms to us.

Mail or Email



Self Directed IRA Services, Inc.
P.O. Box 23149
Waco, TX 76702

NewAccounts@sdiraservices.com

Physical Delivery



Self Directed IRA Services, Inc.
215 Mary Avenue, Suite 311
Waco, TX 76701



Fax to 512.495.9554

Send any Transfer Request forms or Investment Applications with original signatures to our office.

Included In This Kit



The following forms and documents are included in this IRA Kit:

	Page(s)
<ul style="list-style-type: none">● SIMPLE IRA Custodial Account Application Complete this form to open a SIMPLE IRA.	4-10
<ul style="list-style-type: none">● SIMPLE IRA Custodial Account Agreement and Disclosure Statement Read and keep for your records.	11-16
<ul style="list-style-type: none">● IRA Financial Disclosure Read and keep for your records.	17-18
<ul style="list-style-type: none">● IRA Fee Schedule Read and keep for your records.	19
<ul style="list-style-type: none">● Privacy Notice Read and keep for your records.	20-21
<ul style="list-style-type: none">● IRA Transfer Request Complete if you wish to initiate a direct transfer from a SIMPLE IRA with another custodian.	22-23
<ul style="list-style-type: none">● Deposit Coupon Complete if you wish to rollover funds from another SIMPLE IRA, or if your employer will be making a SIMPLE IRA contribution.	24-25
<ul style="list-style-type: none">● Credit Card Charge Form Complete if you wish to pay your initial IRA account or other fees by credit card.	26

Get Help

Phone

866.928.9394
512.637.5739

Email

NewAccounts@SDIRAServices.com

Website

www.SDIRAServices.com

Account Funding Information

Wiring Information

Horizon Bank
600 Congress Avenue
Austin, TX 78701
ABA: 111907940
Account Name: SDIRA Services Custodial Account
Account #: 4515532
For Further Credit To: (Accountholder Name) IRA (Account Number)

Check Payee Information

All checks should be payable to:
Self Directed IRA Services, Inc. Custodian
FBO (Accountholder Name) IRA (Account Number)

USA PATRIOT Act Notice

In order to comply with the USA PATRIOT Act, we must be able to identify our customer. All new accounts must provide us with either the driver's license information or a photocopy of an unexpired, photo-bearing, government-issued identification, such as a passport, military, veteran or similar ID.



**SELF DIRECTED
 SIMPLE IRA
 Custodial Account Application**

For regular mail:
 P.O. Box 23149
 Waco, TX 76702

For overnight delivery:
 215 Mary Avenue, Suite 311
 Waco, TX 76702

Phone::
 866.928.9394 or 512.637.5739

Fax:
 512.495.9554

Website:
www.SDIRAServices.com

Email:
NewAccounts@sdiraservices.com

1 Tell us who you are.

Mr. Mrs. Ms. Full Name

First Middle Last

Street Address (Required)

City State Zip -

Mailing Address (If different from Street Address)

City State Zip -

Social Security Number Date of Birth

Home Phone Work Phone

Email Address

Driver's License # State Issued Expiration Date / /

If you do not have a valid state-issued driver's license, you must provide a legible photocopy of a valid government-issued photo ID.

Please let us know how you heard about us.

Internet Search Friend or Financial Professional _____ Conference/Trade Show _____
 News Article or Press Release Advertisement in _____ Other _____

2 Choose the right funding and account options for your SIMPLE IRA.

► Funding of this IRA will come from a: (Must select one)

- Transfer from an existing SIMPLE IRA** → Complete the **IRA Transfer Request** form and attach copy of recent statement.
- Rollover from another SIMPLE IRA** → Complete the **Deposit Coupon** to certify the rollover.
- SIMPLE IRA Contribution of \$ _____** → Make checks payable to: *Self Directed IRA Services, Inc. Custodian FBO (Accountholder Name) IRA # _____* and complete the **Deposit Coupon**.

► Online Access and Statement Options:

- Online Access and Online Statements.** Check if you wish to have online access to your account and online quarterly statements.
- Paper Statements Mailed to You.** Check if you want to receive paper statements quarterly. The annual Paper Statement fee will apply.

► **Fee Schedule:** Refer to the **IRA Fee Schedule** to select the one according to the type of investment(s) you plan to purchase, transfer or rollover. If no selection is made, the Flex IRA fee schedule, at the highest account value, will be the default.

Precious Metals IRA **Basic IRA** **Flex IRA** Must specify the initial account value:

___ \$0-\$100,000 ___ \$100,001-\$200,000 ___ \$200,001 or over

► **Fee Payment Options:** Note: Any unpaid IRA fees will be deducted from the cash balance prior to processing any transaction, which may result in a lesser amount available for a transaction. To avoid this, include payment for all applicable fees with this Application.

First Year IRA Fees: Check enclosed Deduct from initial funds indicated above Bill my credit card
Must complete and submit the *Credit Card Charge Form*.

Annual IRA Fees: Invoice me annually Deduct from my account annually (Must have sufficient cash balance available.)

3 Designate your IRA beneficiaries.

The following individual(s) or entity(ies) shall be my primary and or contingent beneficiary(ies). **If neither primary nor contingent is indicated, the individual or entity will be deemed to be a primary beneficiary.** If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages in the IRA. Multiple contingent beneficiaries with no share percentage indicated will also be deemed to share equally.

If any primary or contingent beneficiary dies before I do, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my IRA.

Beneficiary Type, Name and Address	Date of Birth (mm/dd/yyyy)	Social Security Number	Relationship	Share % (Must total 100%)
1. <input type="checkbox"/> Primary <input type="checkbox"/> Contingent Name _____ Address _____ City _____ State _____ Zip _____ Country: ___ USA ___ Other _____ ___ Check if address same as Accountholder				%
2. <input type="checkbox"/> Primary <input type="checkbox"/> Contingent Name _____ Address _____ City _____ State _____ Zip _____ Country: ___ USA ___ Other _____ ___ Check if address same as Accountholder				%
3. <input type="checkbox"/> Primary <input type="checkbox"/> Contingent Name _____ Address _____ City _____ State _____ Zip _____ Country: ___ USA ___ Other _____ ___ Check if address same as Accountholder				%
4. <input type="checkbox"/> Primary <input type="checkbox"/> Contingent Name _____ Address _____ City _____ State _____ Zip _____ Country: ___ USA ___ Other _____ ___ Check if address same as Accountholder				%

Spousal Consent:

This section should be reviewed if either the trust or the residence of the IRA Accountholder is located in a community or marital property state and the IRA Accountholder is married. Due to the important tax consequences of giving up one's community property interest, individuals signing this section should consult with a competent tax or legal advisor.

CURRENT MARITAL STATUS

- I am not married.** I understand that if I become married in the future, I must complete a new Designation Of Beneficiary form.
- I am married.** I understand that if I choose to designate a primary beneficiary other than my spouse, my spouse must sign the following consent.

CONSENT OF SPOUSE: I am the spouse of the above-named IRA Accountholder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the important tax consequences of giving up my interest in this IRA, I have been advised to see a tax professional. I hereby give the IRA Accountholder any interest I have in the funds or property deposited in this IRA and consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by Self Directed IRA Services, Inc.

Signature of Spouse

Date

Signature of Witness

Date

4 Designate a Representative or name an Interested Party.

You may choose to designate a Representative and/or name an Interested Party on your Account by completing this section. By designating a Representative ("Representative"), you are appointing the Representative to act as your agent with regard to directives of your Account. Your Representative is not in any way an agent, employee or representative of SDIRA Services.

- I do not wish to designate a Representative at this time.**
- I wish to designate the Representative whose name and information appears below.**

Designate a Representative:

I wish to designate the following person or firm as my Representative on my Account according to the "Terms and Conditions of Designating a Representative" shown in section 8 of this Agreement.

Your Account Designated Representative may be your financial professional, broker, or other person or firm you choose. However, it may not be: (1) Self Directed IRA Services, Inc. or (2) the sponsor of or otherwise affiliated with an investment in your Account.

By designating a Representative on your Account, you give the Representative the power to:

- Authorize instructions and investment directions on your behalf to SDIRA Services.
- Receive copies of any and all correspondence related to your SDIRA Services account, including but not limited to, your account statements.
- Have unlimited access to information regarding your SDIRA Services account.

I understand I may change or remove my Representative designation at any time by completing SDIRA Services *Account Representative Designation* form.

- I do not wish to name an Interested Party at this time.**
- I wish to name the Interested Party shown below.**

Name an Interested Party:

I wish to name the following person or firm as an Interested Party ("IP") on my Account.

Your Interested Party may be any Individual or firm that you choose. However, it may not be: (1) Self Directed IRA Services, Inc. or (2) the sponsor of or otherwise affiliated with an investment in your Account.

By naming an Interested Party on your Account, you give the Interested Party authorization to:

- Receive information on your Account, and
- Receive periodic statements of your Account.

I understand I may change or remove the Interested Party at any time by notifying SDIRA Services in writing.

Rep Name		Rep # (if applicable)		IP Name	
Firm Name				Firm Name	
Rep Address				IP Address	
Rep City	State	Zip	IP City	State	Zip
Rep Phone	Rep Fax		IP Phone	IP Fax	
Rep Email				IP Email	

5 Read this IRA Accountholder Agreement and sign at the end of this section.

Important: Please read this entire section carefully before signing. We must have a signature to open the account. This Agreement contains important disclosures about your duties and responsibilities with regard to opening a Self Directed Individual Retirement Account ("Account") with Self Directed IRA Services, Inc. ("SDIRA Services") as your custodian. By signing below, you certify that you understand and agree to all terms and provisions shown in the Agreement below, including the terms of the attached IRA Custodial Account Agreement (the "Custodial Account Agreement"). In directing this action, you make the following representations, certifications and agreements:

1. **Appointment of Custodian, Receipt of Custodial Account Agreement and Right to Revoke:** I appoint *SDIRA Services* as custodian of my Account. I acknowledge that I have received and read the Custodial Account Agreement and related disclosures on the date shown below, and I agree to be bound by the terms and conditions contained in these documents. I understand that within seven (7) days from the date that I open my Account, I may revoke this application and close my Account without a penalty by mailing or delivering a written notice to *SDIRA Services*.

2. **Eligibility to Establish IRA:** I represent and certify that I meet the requirements set forth in Section 408 of the Internal Revenue Code (“the Code”) and by the Internal Revenue Service and/or Department of Treasury to establish an individual retirement account (“IRA”) and represent and certify that I am eligible to establish an IRA. Furthermore, I agree that it is not the responsibility of *SDIRA Services* to advise me as to the legality, validity or the tax implications 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 solely responsible for the selection, management and retention of all investments held within my Account. These investments may involve a high degree of risk, and *SDIRA Services* will provide no 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 Section 4975 of the Code and subject me to significant excise taxes. *SDIRA Services* is not responsible for and will make no determination as to whether a specific transaction is prohibited under Code 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 *SDIRA Services* recommends that I seek such professional advice.
4. **No Investment Advice Provided or Investment Suitability Determined by Custodian:** 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 *SDIRA Services* (i) is in no way responsible for providing investment advice or recommendations, as to my Account, (ii) is not a “fiduciary” for my Account as such term is defined in the Code, the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), by the Texas Department of Savings and Mortgage Lending or under any other applicable federal, state or local laws. Furthermore, *SDIRA Services* has no 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 *SDIRA Services* is in no way responsible for the performance of any investment(s) held within my Account.
5. **No Due Diligence Review Conducted by Custodian:** I understand and agree that that *SDIRA Services* does not conduct any due diligence review of any investment, nor will *SDIRA Services* 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 *SDIRA Services* will not review or evaluate the prudence, viability, suitability, legality, or merits of any investment held in my Account. I understand that *SDIRA Services* permits my Account to invest in a wide variety of investments based on administrative factors only. I acknowledge that *SDIRA Services* does not sponsor or endorse any investment product other than the FDIC-insured NOW account where any uninvested funds are held.
6. **Custodian Does Not Determine Investment Compliance With Federal, State or Local Laws:** I understand and agree that *SDIRA Services* will not make any determination as to whether an investment does not violate any requirements, give rise to any excise taxes or penalties, and is otherwise is acceptable under ERISA, the Code, or any other applicable federal, state or local laws, including securities laws. 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 Code 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 *SDIRA Services* to process any transaction on behalf of my Account. I agree that *SDIRA Services* may refuse to process any transaction that or otherwise condition the processing any transaction on receiving an opinion from your legal counsel on the legality of a given transaction. I also understand and agree that the decision of *SDIRA Services* as to whether or not to condition the processing of a proposed transaction on the receipt of a legal opinion is solely within its discretion and is no indication as to whether *SDIRA Services* 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 *SDIRA Services* may perform an administrative review of any investment to determine if the investment is administratively feasible for *SDIRA Services* to hold, and *SDIRA Services* 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 *SDIRA Services* will not 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. I understand that if the investment contains any administrative requirements or duties beyond the capabilities or expertise of what *SDIRA Services* can provide, I agree, if permitted by *SDIRA Services* in its sole discretion, to seek out suitable agents or counsel necessary to perform such duties and deliver written service agreements acceptable to *SDIRA Services* in its 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 Custodial Account Agreement or by completing *SDIRA Services* 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. *SDIRA Services* is in no way responsible for determining this relationship. It is my responsibility to communicate all trade and/or investment instructions to my Representative and all instructions received by my Representative (including Representative’s agents, employees or broker dealer) shall be assumed by *SDIRA Services* 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 *SDIRA Services*. I understand that all instructions received from my Representative prior to such removal will be executed by *SDIRA Services*. *SDIRA Services* has made no investigation or recommendation with respect to my Representative and will not compensate my Representative, except for the payments I personally instruct. I understand and agree that such Representative is not in any way an agent, employee, representative, or affiliate of *SDIRA Services*. I acknowledge and agree that *SDIRA Services* is not responsible for and is not 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 *SDIRA Services* has not made and will not 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 *SDIRA Services* as custodian for an investment(s) made within my Account. Furthermore, *SDIRA Services* does not compensate my Designated Representative, or any other financial representative, broker, advisor or issuer in any manner. I agree to indemnify and hold harmless, *SDIRA Services* for 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. **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 Custodial Account Agreement or by completing *SDIRA Services* Representative Designation form, such Representative is not in any way an agent, employee, representative, or affiliate of *SDIRA Services*. Likewise, if an other financial representative, broker, advisor, investment issuer or other party suggested I retain *SDIRA Services* as custodian for an investment(s) made within my Account, such individual or party is in no way an agent, employee, representative, or affiliate of *SDIRA Services*. I acknowledge and agree that *SDIRA Services* is not responsible for and is not bound by any representations, warranties, statements or agreements made by my Designated Representative beyond the terms and provisions contained in this agreement or on *SDIRA Services* forms and/or documents. I further understand that *SDIRA Services* has not made and will not make any recommendation or investigation with respect to my Designated Representative or any other financial representative, broker, advisor or issuer that might have suggested that I retain *SDIRA Services* as custodian for an investment(s) made within my Account. Furthermore, *SDIRA Services* does not compensate my Designated 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 *SDIRA Services* has no 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 *SDIRA Services* will not be required to monitor the acts of any paid consultant to whom *SDIRA Services* 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 Code Section 4975 (a "prohibited transaction"), including transactions with a "disqualified person" or a "party in interest" (as defined in the Code), and that such transactions will trigger excise taxes and may result in a deemed distribution from your 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, and I understand and agree that *SDIRA Services* has no responsibility to make a determination as to whether any transaction directed by me is 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 *SDIRA Services* that any investment directed by me is not a prohibited transaction. I agree that *SDIRA Services* 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 *SDIRA Services* as to whether or not to condition the processing on the receipt of a legal opinion is solely within its discretion and is no indication as to whether *SDIRA Services* 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 *SDIRA Services* for any and all payments or assessments which may be imposed as a result from holding the investment within my Account, and I agree that *SDIRA Services* shall be under no obligation whatsoever 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.
13. **Terms for Unrelated Business Taxable Income:** I understand that certain investments, such as limited partnerships, limited liability companies, and debt-financed real estate may generate Unrelated Business Taxable Income, or "UBTI". I further understand that, if the UBTI 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 *SDIRA Services* will not monitor the amount of UBTI in my Account and does not prepare Form 990-T. If the filing of Form 990-T is applicable, I agree that it is my sole responsibility to prepare or have the proper Form 990-T prepared, and forward it to *SDIRA Services*, along with my authorization to pay the tax from my Account. If I am required to file Form 990-T with regard to any UBTI, I understand that I must obtain and utilize an Employer Identification Number ("EIN"). I agree that I will not use the EIN of *SDIRA Services* 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 *SDIRA Services* to pay any tax owed with regard to any UBTI that might be incurred on an investment held within my Account.
14. **Payment Instructions:** I agree to furnish payment instructions to *SDIRA Services* regarding any invoice, assessment, fee or any other disbursement notification received by *SDIRA Services* on behalf of my investments, and I understand that *SDIRA Services* has no duty or responsibility to disburse any payment until such instructions are received from me or my Designated Representative.
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 to not 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 *SDIRA Services* 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 the cash which is invested in the *SDIRA Services* Custodial Account (which are held at Horizon Bank and/or other federally-insured banks, and are FDIC insured), or directed into other FDIC insured bank products, the investments within my Account are not FDIC-insured, nor are any investments guaranteed by *SDIRA Services* or Horizon Bank, and that such investments may lose value.
17. **Notices, Proxies and Assessments:** I understand and agree that *SDIRA Services* has no responsibility or duty to notify me or to forward to me any notices, proxies, assessments or other documents received by *SDIRA Services* 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 *SDIRA Services* must receive an annual fair market value or good faith estimate for investments held in my Account and, for public and certain private investments, *SDIRA Services* 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 *SDIRA Services*. I further understand and agree that if *SDIRA Services* has not been provided with an annual fair market value or good faith estimate for any investment held within my Account, *SDIRA Services* 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* shown in the Financial Disclosure included with this IRA Application, IRA Custodial Agreement and Disclosure Statement.
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 "Self Directed IRA Services, Inc. FBO (my Name) IRA." I agree that I shall not institute legal action on behalf of my investments without the written consent of *SDIRA Services* 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 *SDIRA Services* 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 and consent to timely pay all fees provided therein within 30 days of receiving notice of such fee. I agree that, if any fees remain unpaid after 30 days of receiving notice of such fee, *SDIRA Services* may deduct amounts directly from the assets in my Account, or may sell or otherwise dispose of assets in my Account in order to satisfy such unpaid fees. In the event assets are liquidated in order to collect fees, the selection of those assets will occur systematically in the following order: 1) liquid assets, including NOW account holdings and mutual funds, followed by 2) any other asset type.
- 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. *SDIRA Services* will invoice my IRA fees on the anniversary date. I understand that if not paid within 30 days of invoice, all account fees will be deducted from any available uninvested cash. If there is insufficient liquid funds in the account to deduct the fees due, my account will be charged a \$15 late fee, and *SDIRA Services* 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 *SDIRA Services*, to close the account. *SDIRA Services* does not prorate its IRA fees, and 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. *SDIRA Services* reserves the right to assess an additional fee for extraordinary services. Any fees charged by a third-party will be passed on to the account holder. *SDIRA Services* reserves the right to change its Fee Schedule at any time with 30-day notice to any affected account holders.
21. **Terms for Uninvested Cash:** The Custodian will automatically deposit all deposits, transfers, earnings, and other cash received into a Negotiable Order Withdrawal (NOW) account, as defined in 12 U.S.C.A section 1832, held by *SDIRA Services*, as Custodian, pending further investment instruction. The Custodial account is a FDIC-insured bank account, which pays a rate of interest that is reviewed and adjusted periodically in accordance with market conditions. Interest Rates are determined at the sole discretion of *SDIRA Services*. Interest on your deposit will be calculated on the Daily Balance Method, which applies a periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day the Custodian receives credit for the deposits. *SDIRA Services* Custodial NOW account is FDIC-insured up to \$250,000 per depositor. *SDIRA Services* will maintain the Custodial NOW account with its affiliate, Horizon Bank, SSB, and/or other depository banks selected by *SDIRA Services*. *SDIRA Services* is a wholly-owned subsidiary of Horizon Bank, SSB, which is headquartered in Austin, Texas. We reserve the right to require you give us written notice of an intended withdrawal not less than seven days before the withdrawal of the deposits (plus any interest) is made.
22. **Availability of Funds After Deposit:** Any funds received into an *SDIRA Services* account which are made by check may be subject to an eleven business day (11) 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.
23. **Indemnification and Hold Harmless:** I agree to indemnify *SDIRA Services* and their respective 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 *SDIRA Services* 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 Agreement or the 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 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. We have the right to amend this Agreement and the Custodial Account Agreement at any time. Any amendment we make to comply with the Internal Revenue Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we mail the amendment, you notify us in writing that you do not consent.
25. **Assignment:** I understand that this Agreement is not assignable without the express prior written consent of *SDIRA Services*.
26. **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.
27. **Governing Law:** I agree that this Agreement and the Custodial Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, 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.
28. **Dispute Resolution:** I agree to meet and confer in good faith with *SDIRA Services* to resolve any problems or disputes that may arise under this Agreement, the Custodial Account Agreement, or any other dispute related to my Account with *SDIRA Services*.
29. **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 state district court in Austin, Texas, (ii) that exclusive jurisdiction shall lie in the state district court in Austin, Texas and (iii) to irrevocably and unconditionally submit myself and my property, to the exclusive jurisdiction of the state district courts sitting in Austin, Texas, any and any appellate court to which any appeal may properly be taken there from 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) agrees 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 state district court sitting in Austin, Texas, 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 *SDIRA Services* shall be entitled to all costs, including attorneys' fees. Notwithstanding the above, I further agree that *SDIRA Services* may request that any suit initiated under this Agreement or the transaction proposed herein be initiated in or removed to U.S. federal court in Austin, Texas if and as appropriate.

30. **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 herewith or arising 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.

31. **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 a photocopy of a valid driver's license number or other state or government-issued photo identification before we will accept and open your account.

ALL SECTIONS OF THIS APPLICATION SHOULD BE COMPLETED TO AVOID PROCESSING DELAYS.

Agreed and accepted by applicant,



Accountholder Signature

Date

Accountholder's Printed Name

This section to be completed only by SDIRA Services

Accepted by Self Directed IRA Services, Inc., as IRA Custodian:

Authorized Signature of Self Directed IRA Services, Inc., IRA Custodian

Date

This IRA Custodial Account Application is used with the IRS model IRA custodial agreement forms sponsored by Ascensus, Inc. dated 1/2009.

02.01.2014

SIMPLE INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT AGREEMENT

Form 5305-SA under section 408(p) of the Internal Revenue Code.

FORM (Rev. March 2002)

The participant named on the application is establishing a savings incentive match plan for employees of small employers individual retirement account (SIMPLE IRA) under sections 408(a) and 408(p) to provide for his or her retirement and for the support of his or her beneficiaries after death.

The custodian named on the application has given the participant the disclosure statement required by Regulations section 1.408-6.

The participant and the custodian make the following agreement:

ARTICLE I

The custodian will accept cash contributions made on behalf of the participant by the participant's employer under the terms of a SIMPLE IRA plan described in section 408(p). In addition, the custodian will accept transfers or rollovers from other SIMPLE IRAs of the participant. No other contributions will be accepted by the custodian.

ARTICLE II

The participant's interest in the balance in the custodial account is nonforfeitable.

ARTICLE III

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE IV

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the participant's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The participant's entire interest in the custodial account must be, or begin to be, distributed not later than the participant's required beginning date, April 1 following the calendar year in which the participant reaches age 70½. By that date, the participant may elect, in a manner acceptable to the custodian, to have the balance in the custodial account distributed in: (a) A single sum or (b) Payments over a period not longer than the life of the participant or the joint lives of the participant and his or her designated beneficiary.
3. If the participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
 - (a) If the participant dies on or after the required beginning date and:
 - (i) the designated beneficiary is the participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.

- (ii) the designated beneficiary is not the participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the participant and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
- (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the participant as determined in the year of the participant's death and reduced by 1 for each subsequent year.

- (b) If the participant dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:

- (i) the remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the participant's death. If, however, the designated beneficiary is the participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the participant would have reached age 70½. But, in such case, if the participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
- (ii) the remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the participant's death.

4. If the participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the participant's surviving spouse, no additional contributions may be accepted in the account.
5. The minimum amount that must be distributed each year, beginning with the year containing the participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:
 - (a) the required minimum distribution under paragraph 2(b) for any year, beginning with the year the participant reaches age 70½, is the participant's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the participant's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the participant's (or, if applicable, the participant and spouse's) attained age (or ages) in the year.
 - (b) the required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the participant's death (or the year the participant would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value

at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) the required minimum distribution for the year the participant reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

ARTICLE V

1. The participant agrees to provide the custodian with all information necessary to prepare any reports required by sections 408(i) and 408(l)(2) and Regulations sections 1.408-5 and 1.408-6.

2. The custodian agrees to submit to the Internal Revenue Service (IRS) and participant the reports prescribed by the IRS.

3. The custodian also agrees to provide the participant's employer the summary description described in section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

ARTICLE VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with sections 408(a) and 408(p) and the related Regulations will be invalid.

ARTICLE VII

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the persons whose signatures appear on the application.

ARTICLE VIII

8.01 **Definitions** – In this part of this agreement (Article VIII), the words “you” and “your” mean the participant. The words “we,” “us,” and “our” mean the custodian. The word “Code” means the Internal Revenue Code, and “regulations” means the Treasury regulations.

8.02 **Notices and Change of Address** – Any required notice regarding this SIMPLE IRA will be considered effective when we send it to the intended recipient at the last address that we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address.

8.03 **Representations and Responsibilities** – You represent and warrant to us that any information you have given or will give us with respect to this agreement is complete and accurate. Further, you agree that any directions you give us or action you take will be proper under this agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, if we receive ambiguous directions regarding any transaction, or if we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We will not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions, or failures to act. We will not be responsible for any penalties, taxes, judgments, or expenses you incur in

connection with your SIMPLE IRA. We have no duty to determine whether your contributions or distributions comply with the Code, regulations, rulings, or this agreement.

We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this agreement (e.g., attorney-in-fact, executor, administrator, investment manager), but we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We will not be responsible for losses of any kind that may result from directions, actions, or failures to act by your authorized agent, and you agree to reimburse us for any loss we may incur as a result of such directions, actions, or failures to act by your authorized agent.

You will have 60 days after you receive any documents, statements, or other information from us to notify us in writing of any errors or inaccuracies reflected in these documents, statements, or other information. If you do not notify us within 60 days, the documents, statements, or other information will be deemed correct and accurate, and we will have no further liability or obligation for such documents, statements, other information, or the transactions described therein.

By performing services under this agreement we are acting as your agent. You acknowledge and agree that nothing in this agreement will be construed as conferring fiduciary status upon us. We will not be required to perform any additional services unless specifically agreed to under the terms and conditions of this agreement, or as required under the Code and the regulations promulgated thereunder with respect to SIMPLE IRAs. You agree to indemnify and hold us harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs, and expenses, including attorney's fees arising from or in connection with this agreement.

To the extent written instructions or notices are required under this agreement, we may accept or provide such information in any other form permitted by the Code or applicable regulations including, but not limited to, electronic communication.

8.04 **Disclosure of Account Information** – We may use agents and/or subcontractors to assist in administering your SIMPLE IRA. We may release nonpublic personal information regarding your SIMPLE IRA to such providers as necessary to provide the products and services made available under this agreement, and to evaluate our business operations and analyze potential product, service, or process improvements.

8.05 **Service Fees** – We have the right to charge an annual service fee or other designated fees (e.g., a transfer, rollover, or termination fee) for maintaining your SIMPLE IRA. In addition, we have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your SIMPLE IRA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your SIMPLE IRA at our discretion. We reserve the right to charge any additional fee after giving you 30 days' notice. Fees such as subtransfer agent fees or commissions may be paid to us by third parties for assistance in performing certain transactions with respect to this SIMPLE IRA.

Any brokerage commissions attributable to the assets in your SIMPLE IRA will be charged to your SIMPLE IRA. You cannot reimburse your SIMPLE IRA for those commissions.

8.06 Investment of Amounts in the SIMPLE IRA – You have exclusive responsibility for and control over the investment of the assets of your SIMPLE IRA. All transactions will be subject to any and all restrictions or limitations, direct or indirect, that are imposed by our charter, articles of incorporation, or bylaws; any and all applicable federal and state laws and regulations; the rules, regulations, customs, and usages of any exchange, market, or clearing house where the transaction is executed; our policies and practices; and this agreement. After your death, your beneficiaries will have the right to direct the investment of your SIMPLE IRA assets, subject to the same conditions that applied to you during your lifetime under this agreement (including, without limitation, Section 8.03 of this article). We will have no discretion to direct any investment in your SIMPLE IRA. We assume no responsibility for rendering investment advice with respect to your SIMPLE IRA, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your SIMPLE IRA. In the absence of instructions from you, or if your instructions are not in a form acceptable to us, we will have the right to hold any uninvested amounts in cash, and we will have no responsibility to invest uninvested cash unless and until directed by you. We will not exercise the voting rights and other shareholder rights with respect to investments in your SIMPLE IRA unless you provide timely written directions acceptable to us.

You will select the investment for your SIMPLE IRA assets from those investments that we are authorized by our charter, articles of incorporation, or bylaws to offer and do in fact offer for SIMPLE IRAs (e.g., term share accounts, passbook accounts, certificates of deposit, money market accounts). We may in our sole discretion make available to you additional investment offerings, which will be limited to publicly traded securities, mutual funds, money market instruments, and other investments that are obtainable by us and that we are capable of holding in the ordinary course of our business.

8.07 Beneficiaries – If you die before you receive all of the amounts in your SIMPLE IRA, payments from your SIMPLE IRA will be made to your beneficiaries. We have no obligation to pay to your beneficiaries until such time we are notified of your death by receiving a valid death certificate.

You may designate one or more persons or entities as beneficiary of your SIMPLE IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Each beneficiary designation you file with us will cancel all previous designations. The consent of your beneficiaries will not be required for you to revoke a beneficiary designation. If you have designated both primary and contingent beneficiaries and no primary beneficiary survives you, the contingent beneficiaries will acquire the designated share of your SIMPLE IRA. If you do not designate a beneficiary or if all of your primary and contingent beneficiaries predecease you, your estate will be the beneficiary.

A spouse beneficiary will have all rights as granted under the Code or applicable regulations to treat your SIMPLE IRA as his or her own.

We may allow, if permitted by state law, an original SIMPLE IRA beneficiary (the beneficiary who is entitled to receive distributions from an inherited SIMPLE IRA at the time of your death) to name successor beneficiaries for the inherited SIMPLE IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during the original SIMPLE IRA beneficiary's lifetime. Each beneficiary designation form that the original SIMPLE IRA beneficiary files with us will cancel all previous designations. The consent of a successor beneficiary will not be required for the original SIMPLE IRA beneficiary to revoke a successor beneficiary designation. If the

original SIMPLE IRA beneficiary does not designate a successor beneficiary, his or her estate will be the successor beneficiary. In no event will the successor beneficiary be able to extend the distribution period beyond that required for the original SIMPLE IRA beneficiary.

If we so choose, for any reason (e.g., due to limitations of our charter or bylaws), we may require that a beneficiary of a deceased SIMPLE IRA owner take total distribution of all SIMPLE IRA assets by December 31 of the year following the year of death.

8.08 Required Minimum Distributions – Your required minimum distribution is calculated using the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if your spouse is your sole designated beneficiary and is more than 10 years younger than you, your required minimum distribution is calculated each year using the joint and last survivor table in Regulations section 1.401(a)(9)-9.

If you fail to request your required minimum distribution by your required beginning date we can, at our complete and sole discretion, do any one of the following.

- Make no distribution until you give us a proper withdrawal request
- Distribute your entire SIMPLE IRA to you in a single sum payment
- Determine your required minimum distribution from your SIMPLE IRA each year based on your life expectancy, calculated using the uniform lifetime table in Regulations section 1.401(a)(9)-9, and pay those distributions to you until you direct otherwise

We will not be liable for any penalties or taxes related to your failure to take a required minimum distribution.

8.09 Termination of Agreement, Resignation, or Removal of Custodian – Either party may terminate this agreement at any time by giving written notice to the other. We can resign as custodian at any time effective 30 days after we send written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your SIMPLE IRA to another financial organization. If you do not complete a transfer of your SIMPLE IRA within 30 days from the date we send the notice to you, we have the right to transfer your SIMPLE IRA assets to a successor SIMPLE IRA trustee or custodian that we choose in our sole discretion, or we may pay your SIMPLE IRA to you in a single sum. We will not be liable for any actions or failures to act on the part of any successor trustee or custodian, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section.

If this agreement is terminated, we may charge to your SIMPLE IRA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to one or more of the following.

- Any fees, expenses, or taxes chargeable against your SIMPLE IRA
- Any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your SIMPLE IRA

If we are a nonbank custodian required to comply with Regulations section 1.408-2(e) and we fail to do so or we are not keeping the records, making the returns, or sending the statements as are required by forms or regulations, the IRS may require us to substitute another trustee or custodian.

We may establish a policy requiring distribution of the entire balance of your SIMPLE IRA to you in cash or property if the balance of your SIMPLE IRA drops below the minimum balance required under the applicable investment or policy established.

- 8.10 **Successor Custodian** – If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion that includes your SIMPLE IRA) is bought by another organization, that organization (or agency) will automatically become the trustee or custodian of your SIMPLE IRA, but only if it is the type of organization authorized to serve as a SIMPLE IRA trustee or custodian.
- 8.11 **Amendments** – We have the right to amend this agreement at any time. Any amendment we make to comply with the Code and related regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we send the amendment, you notify us in writing that you do not consent.
- 8.12 **Withdrawals or Transfers** – All requests for withdrawal or transfer will be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing or in any other method acceptable to us. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals will be subject to all applicable tax and other laws and regulations, including but not limited to possible early distribution penalty taxes, surrender charges, and withholding requirements.
- 8.13 **Transfers From Other Plans** – We can receive amounts transferred or rolled over to this SIMPLE IRA from the trustee or custodian of another SIMPLE IRA. We reserve the right not to accept any transfer or rollover.
- 8.14 **Liquidation of Assets** – We have the right to liquidate assets in your SIMPLE IRA if necessary to make distributions or to pay fees, expenses, taxes, penalties, or surrender charges properly chargeable against your SIMPLE IRA. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree to not hold us liable for any adverse consequences that result from our decision.
- 8.15 **Restrictions on the Fund** – Neither you nor any beneficiary may sell, transfer, or pledge any interest in your SIMPLE IRA in any manner whatsoever, except as provided by law or this agreement.
- The assets in your SIMPLE IRA will not be responsible for the debts, contracts, or torts of any person entitled to distributions under this agreement.
- 8.16 **What Law Applies** – This agreement is subject to all applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this agreement, the law of our domicile will govern.
- If any part of this agreement is held to be illegal or invalid, the remaining parts will not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this agreement will be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.
- 8.17 **Summary Description Requirements** – Notwithstanding Article V above, we will be deemed to have satisfied our summary description reporting requirements under Internal Revenue Code (IRC) Section 408(l)(2) if either
- we provide a summary description directly to you, or
 - we provide our name, address and withdrawal procedures to you, and your employer provides you with all other required information.

GENERAL INSTRUCTIONS

Section references are to the Internal Revenue Code unless otherwise noted.

PURPOSE OF FORM

Form 5305-SA is a model custodial account agreement that meets the requirements of sections 408(a) and 408(p) and has been pre-approved by the IRS. A SIMPLE individual retirement account (SIMPLE IRA) is established after the form is fully executed by both the individual (participant) and the custodian. This account must be created in the United States for the exclusive benefit of the participant and his or her beneficiaries.

Do not file Form 5305-SA with the IRS. Instead, keep it with your records.

For more information on SIMPLE IRAs, including the required disclosures the custodian must give the participant, see Pub. 590, *Individual Retirement Arrangements (IRAs)*.

DEFINITIONS

Participant – The participant is the person who establishes the custodial account.

Custodian – The custodian must be a bank or savings and loan association, as defined in section 408(n), or other person who has the approval of the IRS to act as custodian.

TRANSFER SIMPLE IRA

This SIMPLE IRA is a “transfer SIMPLE IRA” if it is not the original recipient of contributions under any SIMPLE IRA plan. The summary description requirements of section 408(l)(2) do not apply to transfer SIMPLE IRAs.

SPECIFIC INSTRUCTIONS

Article IV – Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the participant reaches age 70½ to ensure that the requirements of section 408(a)(6) have been met.

Article VIII – Article VIII and any that follow it may incorporate additional provisions that are agreed to by the participant and custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the custodian, custodian’s fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the participant, etc. Attach additional pages if necessary.

DISCLOSURE STATEMENT

RIGHT TO REVOKE YOUR SIMPLE IRA

You have the right to revoke your SIMPLE IRA within seven (7) days of the receipt of the disclosure statement. If revoked, you are entitled to a full return of the contribution you made to your SIMPLE IRA. The amount returned to you would not include an adjustment for such items as sales commissions, administrative expenses, or fluctuation in market value. You may make this revocation only by mailing or delivering a written notice to the custodian at the address listed on the application.

If you send your notice by first class mail, your revocation will be deemed mailed as of the postmark date.

If you have any questions about the procedure for revoking your SIMPLE IRA, please call the custodian at the telephone number listed on the application.

REQUIREMENTS OF A SIMPLE IRA

- A. **Cash Contributions** – Your contribution must be in cash, unless it is a rollover contribution.
- B. **Maximum Contribution** – The only contributions that may be made to your SIMPLE IRA are employee elective deferrals under a qualified salary reduction agreement, employer contributions, and other contributions allowed by the Code or related regulations, that are made under a SIMPLE IRA plan maintained by your employer. Employee elective deferrals may not exceed the lesser of 100 percent of your compensation for the calendar year or \$11,500 for 2012 with possible cost-of-living adjustments each year thereafter. Your employer may make additional contributions to your SIMPLE IRA within the limits prescribed in Internal Revenue Code Section (IRC Sec.) 408(p). Your employer is required to provide you with information that describes the terms of its SIMPLE IRA plan.
- C. **Catch-Up Contributions** – If you are age 50 or older by the close of the taxable year, you may make an additional contribution to your SIMPLE IRA. The maximum additional contribution is \$2,500 for 2012 with possible cost-of-living adjustments each year thereafter.
- D. **Nonforfeitable** – Your interest in your SIMPLE IRA is nonforfeitable.
- E. **Eligible Custodians** – The custodian of your SIMPLE IRA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.
- F. **Commingling Assets** – The assets of your SIMPLE IRA cannot be commingled with other property except in a common trust fund or common investment fund.
- G. **Life Insurance** – No portion of your SIMPLE IRA may be invested in life insurance contracts.
- H. **Collectibles** – You may not invest the assets of your SIMPLE IRA in collectibles (within the meaning of IRC Sec. 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver coins, and certain state-issued coins are permissible investments. Platinum coins and certain gold, silver, platinum or palladium bullion (as described in IRC Sec. 408(m)(3)) also are permitted as SIMPLE IRA investments.
- I. **Required Minimum Distributions** – You are required to take minimum distributions from your SIMPLE IRA at certain times in accordance with Treasury Regulation 1.408-8. Below is a summary of the SIMPLE IRA distribution rules.

1. You are required to take a minimum distribution from your SIMPLE IRA for the year in which you reach age 70½ and for each year thereafter. You must take your first distribution by your required beginning date, which is April 1 of the year following the year you attain age 70½. The minimum distribution for any taxable year is equal to the amount obtained by dividing the account balance at the end of the prior year by the applicable divisor.
2. The applicable divisor generally is determined using the Uniform Lifetime Table provided by the IRS. If your spouse is your sole designated beneficiary for the entire calendar year, and is more than 10 years younger than you, the required minimum distribution is determined each year using the actual joint life expectancy of you and your spouse obtained from the Joint Life Expectancy Table provided by the IRS, rather than the life expectancy divisor from the Uniform Lifetime Table.

We reserve the right to do any one of the following by April 1 of the year following the year in which you turn age 70½.

- (a) Make no distribution until you give us a proper withdrawal request
- (b) Distribute your entire SIMPLE IRA to you in a single sum payment
- (c) Determine your required minimum distribution each year based on your life expectancy calculated using the Uniform Lifetime Table, and pay those distributions to you until you direct otherwise

If you fail to remove a required minimum distribution, an additional penalty tax of 50 percent is imposed on the amount of the required minimum distribution that should have been taken but was not. You must file IRS Form 5329 along with your income tax return to report and remit any additional taxes to the IRS.

3. Your designated beneficiary is determined based on the beneficiaries designated as of the date of your death, who remain your beneficiaries as of September 30 of the year following the year of your death.

If you die on or after your required beginning date, distributions must be made to your beneficiaries over the longer of the single life expectancy of your designated beneficiaries, or your remaining life expectancy. If a beneficiary other than a person or qualified trust as defined in the Treasury Regulations is named, you will be treated as having no designated beneficiary of your SIMPLE IRA for purposes of determining the distribution period. If there is no designated beneficiary of your SIMPLE IRA, distributions will commence using your single life expectancy, reduced by one in each subsequent year.

If you die before your required beginning date, the entire amount remaining in your account will, at the election of your designated beneficiaries, either

- (a) be distributed by December 31 of the year containing the fifth anniversary of your death, or
- (b) be distributed over the remaining life expectancy of your designated beneficiaries.

If your spouse is your sole designated beneficiary, he or she must elect either option (a) or (b) by the earlier of December 31 of the year containing the fifth anniversary of your death, or December 31 of the year life expectancy payments would be required to begin. Your designated beneficiaries, other than a spouse who is the sole designated beneficiary, must elect either option (a) or (b) by

December 31 of the year following the year of your death. If no election is made, distribution will be calculated in accordance with option (b). In the case of distributions under option (b), distributions must commence by December 31 of the year following the year of your death. Generally, if your spouse is the designated beneficiary, distributions need not commence until December 31 of the year you would have attained age 70½, if later. If a beneficiary other than a person or qualified trust as defined in the Treasury Regulations is named, you will be treated as having no designated beneficiary of your SIMPLE IRA for purposes of determining the distribution period. If there is no designated beneficiary of your SIMPLE IRA, the entire SIMPLE IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

A spouse beneficiary will have all rights as granted under the Code or applicable Treasury Regulations to treat your SIMPLE IRA as his or her own.

If we so choose, for any reason (e.g., due to limitations of our charter or bylaws), we may require that a beneficiary of a deceased SIMPLE IRA owner take total distribution of all SIMPLE IRA assets by December 31 of the year following the year of death.

If your beneficiary fails to remove a required minimum distribution after your death, an additional penalty tax of 50 percent is imposed on the amount of the required minimum distribution that should have been taken but was not. Your beneficiary must file IRS Form 5329 along with his or her income tax return to report and remit any additional taxes to the IRS.

INCOME TAX CONSEQUENCES OF ESTABLISHING A SIMPLE IRA

A. Deductibility for SIMPLE IRA Contributions – You may not take a deduction for the amounts contributed to your SIMPLE IRA as either employee elective deferrals or employer contributions. However, employee elective deferrals to a SIMPLE IRA will reduce your taxable income. Further, employer SIMPLE IRA contributions, including earnings, will not be taxable to you until you take a distribution from your SIMPLE IRA.

Participation in your employer’s SIMPLE IRA plan renders you an active participant for purposes of determining whether or not you can deduct contributions to a Traditional IRA.

B. Contribution Deadline – SIMPLE IRA deferral contributions must be deposited into the SIMPLE IRA as soon as administratively possible, but in no event later than 30 days following the month in which you would have otherwise received the money. Employer matching or nonelective contributions must be deposited no later than the due date for filing the employer’s tax return, including extensions.

C. Tax Credit for Contributions – You may be eligible to receive a tax credit for your SIMPLE IRA deferrals. This credit may not exceed \$1,000 in a given year. You may be eligible for this tax credit if you are

- age 18 or older as of the close of the taxable year,
- not a dependent of another taxpayer, and
- not a full-time student.

The credit is based upon your income (see chart below), and will range from 0 to 50 percent of eligible contributions. In order to determine the amount of your contributions, add all of the deferrals made to your SIMPLE IRA and reduce these contributions by any distributions that you may have taken during the testing period. The testing period begins two years prior to the year for which the credit is sought and ends on the tax return due date (including extensions) for the year for which the credit is sought. In order to determine your tax credit, multiply the applicable percentage from the chart below by the amount of your contributions that do not exceed \$2,000.

2012 Adjusted Gross Income*			Applicable Percentage
Joint Return	Head of a Household	All Other Cases	
\$1 – 34,500	\$1 – 25,875	\$1 – 17,250	50
\$34,501 – 37,500	\$25,876 – 28,125	\$17,251 – 18,750	20
\$37,501 – 57,500	\$28,126 – 43,125	\$18,751 – 28,750	10
Over \$57,500	Over \$43,125	Over \$28,750	0

*Adjusted gross income (AGI) includes foreign earned income and income from Guam, American Samoa, North Mariana Islands, and Puerto Rico. AGI limits are subject to cost-of-living adjustments each year.

D. Tax-Deferred Earnings – The investment earnings of your SIMPLE IRA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).

E. Excess Contributions – If you defer more than the maximum allowable limit for the tax year, you have an excess deferral and must correct it. Excess deferrals, adjusted for earnings, must be distributed from your SIMPLE IRA.

If your employer mistakenly contributes too much to your SIMPLE IRA as an employer contribution, your employer may effect distribution of the employer excess amount, adjusted for earnings through the date of distribution. The amount distributed to the employer is not includible in your gross income.

F. Income Tax Withholding – Any withdrawal from your SIMPLE IRA is subject to federal income tax withholding. You may, however, elect not to have withholding apply to your SIMPLE IRA withdrawal. If withholding is applied to your withdrawal, not less than 10 percent of the amount withdrawn must be withheld.

G. Early Distribution Penalty Tax – If you receive a SIMPLE IRA distribution before you attain age 59½, an additional early distribution penalty tax of 10 percent (25 percent if less than two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer) will apply to the taxable amount of the distribution unless one of the following exceptions apply. **1) Death.** After your death, payments made to your beneficiary are not subject to the 10 percent early distribution penalty tax. **2) Disability.** If you are disabled at the time of distribution, you are not subject to the additional 10 percent early distribution penalty tax. In order to be disabled, a physician must determine that your impairment can be expected to result in death or to be of long, continued, and indefinite duration. **3) Substantially equal periodic payments.** You are not subject to the additional 10 percent early distribution penalty tax if you are taking a series of substantially equal periodic payments (at least annual payments) over your life expectancy or the joint life expectancy of you and your beneficiary. You must continue these payments for the longer of five years or until you reach age 59½. **4) Unreimbursed medical expenses.** If you take payments to pay for unreimbursed medical expenses exceeding 7.5 percent of your adjusted gross income (increasing to 10 percent of adjusted gross income beginning in 2013), you will not be subject to the 10 percent early distribution penalty tax. The medical expenses may be for you, your spouse, or any dependent listed on your tax return. **5) Health insurance premiums.** If you are unemployed and have received unemployment compensation for 12 consecutive weeks under a federal or state program, you may take payments from your SIMPLE IRA to pay for health insurance premiums without incurring the 10 percent early distribution penalty tax. **6) Higher education expenses.** Payments taken for certain qualified higher education expenses for you, your spouse, or the children or grandchildren of you or your spouse, will not be subject to the 10 percent early distribution penalty tax. **7) First-time homebuyer.** You may take payments from your SIMPLE IRA to use toward qualified acquisition costs of buying or building a principal residence. The amount you may take for this

reason may not exceed a lifetime maximum of \$10,000. The payment must be used for qualified acquisition costs within 120 days of receiving the distribution. **8) IRS levy.** Payments from your SIMPLE IRA made to the U.S. government in response to a federal tax levy are not subject to the 10 percent early distribution penalty tax. **9) Qualified reservist distributions.** If you are a qualified reservist member called to active duty for more than 179 days or an indefinite period, the payments you take from your SIMPLE IRA during the active duty period are not subject to the 10 percent early distribution penalty tax.

You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes or to claim a penalty tax exception.

H. Rollovers and Conversions – Your SIMPLE IRA may be rolled over to another SIMPLE IRA or Traditional IRA of yours, may receive rollover contributions from another SIMPLE IRA, or may be converted to a Roth IRA, provided that all of the applicable rollover and conversion rules are followed. Rollover is a term used to describe a movement of cash or other property from your SIMPLE IRA to either a Traditional IRA or another SIMPLE IRA, or from your SIMPLE IRA to your employer’s qualified retirement plan, 403(a) annuity plan, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan after a two-year period has been satisfied. The amount rolled over is not subject to taxation or the additional 10 percent early distribution penalty tax. Conversion is a term used to describe the movement of SIMPLE IRA assets to a Roth IRA. A conversion generally is a taxable event. The general rollover and conversion rules are summarized below. These transactions are often complex. If you have any questions regarding a rollover or conversion, please see a competent tax advisor.

1. **SIMPLE IRA to SIMPLE IRA Rollovers.** Assets distributed from your SIMPLE IRA may be rolled over to a SIMPLE IRA of yours if the requirements of IRC Sec. 408(d)(3) are met. A proper SIMPLE IRA to SIMPLE IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another SIMPLE IRA to SIMPLE IRA rollover from the distributing SIMPLE IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months. In the case of a distribution for a first-time homebuyer where there was a delay or cancellation of the purchase, the 60-day rollover period may be extended to 120 days.
2. **SIMPLE IRA to Traditional IRA Rollovers.** Assets distributed from your SIMPLE IRA may be rolled over to your Traditional IRA without IRS penalty tax, provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. As with SIMPLE IRA to SIMPLE IRA rollovers, the requirements of IRC Sec. 408(d)(3) must be met. A proper SIMPLE IRA to Traditional IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another SIMPLE IRA to Traditional IRA (or SIMPLE IRA to SIMPLE IRA) rollover from the distributing SIMPLE IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months.
3. **SIMPLE IRA to Employer-Sponsored Retirement Plan Rollovers.** You may roll over, directly or indirectly, any eligible rollover distribution from a SIMPLE IRA to an employer’s qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan, provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. The employer-sponsored retirement plan, however, must allow for such rollover contributions. A SIMPLE IRA may not receive rollovers from employer-sponsored retirement plans.

4. **SIMPLE IRA to Roth IRA Conversions.** You are eligible to convert all or any portion of your existing SIMPLE IRA(s) into your Roth IRA(s), provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. If you convert to a Roth IRA, the amount of the conversion from your SIMPLE IRA to your Roth IRA will be treated as a distribution for income tax purposes, and is includable in your gross income. Although the conversion amount generally is included in income, the 10 percent early distribution penalty tax will not apply to conversions from a SIMPLE IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent early distribution penalty tax. If you are age 70½ or older you must remove your required minimum distribution before converting your SIMPLE IRA.

5. **Written Election.** At the time you make a rollover to a SIMPLE IRA, you must designate in writing to the custodian your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.

I. **Recharacterizations** – If you have converted from a SIMPLE IRA to a Roth IRA, you may recharacterize the conversion along with net income attributable back to the SIMPLE IRA. The deadline for completing a recharacterization is your tax filing deadline (including any extensions) for the year in which the conversion was completed.

LIMITATIONS AND RESTRICTIONS

- A. **Deduction of Rollovers and Transfers** – A deduction is not allowed for rollover or transfer contributions.
- B. **Gift Tax** – Transfers of your SIMPLE IRA assets to a beneficiary made during your life and at your request may be subject to federal gift tax under IRC Sec. 2501.
- C. **Special Tax Treatment** – Capital gains treatment and 10-year income averaging authorized by IRC Sec. 402 do not apply to SIMPLE IRA distributions.
- D. **Prohibited Transactions** – If you or your beneficiary engage in a prohibited transaction with your SIMPLE IRA, as described in IRC Sec. 4975, your SIMPLE IRA will lose its tax-deferred status, and you must include the value of your account in your gross income for that taxable year. The following transactions are examples of prohibited transactions with your SIMPLE IRA. (1) Taking a loan from your SIMPLE IRA (2) Buying property for personal use (present or future) with SIMPLE IRA assets (3) Receiving certain bonuses or premiums because of your SIMPLE IRA.
- E. **Pledging** – If you pledge any portion of your SIMPLE IRA as collateral for a loan, the amount so pledged will be treated as a distribution and will be included in your gross income for that year.

OTHER

- A. **IRS Plan Approval** – The agreement used to establish this SIMPLE IRA has been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.
- B. **Additional Information** – You may obtain further information on SIMPLE IRAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements (IRAs)*, by calling 1-800-TAX-FORM, or by visiting www.irs.gov on the Internet.
- C. **Important Information About Procedures for Opening a New Account** – To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. Therefore, when you open a SIMPLE IRA, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.

- D. **Qualified Reservist Distributions** – If you are an eligible qualified reservist who has taken penalty-free qualified reservist distributions from your SIMPLE IRA or retirement plan, you may re contribute those amounts to an IRA generally within a two-year period from your date of return.
- E. **Disaster Related Relief** – If you qualify (for example, you sustained an economic loss due to, or are otherwise considered affected by, certain IRS designated disasters), you may be eligible for favorable tax treatment on distributions, rollovers, and other transactions involving your SIMPLE IRA. Qualified disaster relief may include penalty-tax free early distributions made during specified timeframes for each disaster, the ability to include distributions in your gross income ratably over multiple years, the ability to roll over distributions to an eligible retirement plan without regard to the 60-day rollover rule, and more. For additional information on specific disasters, including a complete listing of disaster areas, qualification requirements for relief, and allowable disaster-related SIMPLE IRA transactions, you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at www.irs.gov.

IRA FINANCIAL DISCLOSURE

PROJECTION METHOD 1 – The Value of Your IRA Cannot Be Reasonably Projected

You may direct the investment of your funds within this IRA in to any investment instrument permitted by Self Directed IRA Services, Inc. ("Custodian"). The Custodian will not exercise any investment discretion regarding your IRA, as this is solely your responsibility.

The value of your IRA will be solely dependent upon the amount of contributions you make to it and the performance of any investment instrument chosen by you to fund your IRA. Therefore, no projection of the growth of your IRA can reasonably be shown, predicted or guaranteed.

Terms and conditions of the IRA which affect your investment decisions are listed below.

INVESTMENT OPTIONS

This is a self directed custodial IRA and you choose the investments which will fund your IRA. Your investment choices are limited to investments which are permissible under Internal Revenue Code section 408 and those which are deemed to be administratively feasible by the Custodian. Please refer to Custodian's IRA Fee Schedule for the types of investments it will hold. The Custodian does not offer investment advice or sell investment products.

FEES

There are certain fees and charges connected with the investments you may select for your IRA. These fees and charges may include:

- Transaction Fees
- Distribution Fees
- Set Up Fees
- Annual Maintenance or Assessment Fees
- Transfer or Reregistration Fees
- Surrender or Termination Fees
- Loss of Earnings or Penalties
- Sales Commissions or Management Fees

There may be certain fees and charges connected with the IRA itself, which include:

- Annual IRA Account Fees
- Annual Asset Maintenance or Holding Fees
- Asset Processing or Transaction Fees
- Transfer or Termination Fees
- Distribution Fees
- Other Service Fees

Please refer to Custodian's current **IRA Fee Schedule** for full disclosure of all fees. Custodian reserves the right to change its fee schedule at any time by providing notice to the accountholder as outlined in the IRA Custodial Agreement.

EARNINGS

The method for computing and allocating the earnings (dividends, interest, etc.) on your IRA investments may be found in the prospectus, contract or similar materials for the investments chosen by you to fund your IRA. This method may vary depending on the provider and type of the investments you have chosen.

OTHER

• Statements

Custodian will issue quarterly account statements to you electronically, which you can view with your self-enrolled online account access. In addition, the fourth quarter statement will be mailed to you in January. Such statements will reflect the reported value of your account assets, all transactions that have been processed by the Custodian and all fees (if any) that have been charged. Statements will reflect your account activity and investment holdings, including the uninvested cash held in the NOW account.

For any investments which pay or reinvest income/earnings, such transactions may not be reflected on the account statement until the quarter in which the Custodian receives the payment or confirmation from the asset sponsor verifying the transaction and investment position. Please keep this in mind when reviewing your account statement.

Your account statement (and any reported values therein) should not be used as the basis for making, retaining or disposing of an asset.

You should review each account statement carefully and promptly report any discrepancies to the Custodian within 60 days of the ending statement date. If the Custodian does not receive the accountholder's written objections within the stated period, the Custodian shall be relieved of all liability for the report, discrepancy, act or procedure reflected on the statement.

• Valuation Policy

The Custodian seeks to report the value of the assets held in the IRA account as accurately as possible using various outside sources available, on an annual basis (or more frequent as deemed appropriate by the Custodian in its sole discretion). However, the Custodian does not guarantee the accuracy of prices obtained from quotation services, independent appraisal services, investment sponsors or asset issuers, depositories, or any parties related thereto, or other outside sources. The Custodian does not value assets or conduct appraisals of assets and does not seek to verify the prices or values reported to it. The values reported on account statements issued by the Custodian may differ from values listed on related asset sponsor, brokerage or depository statements.

Brokerage accounts: Values for brokerage accounts shall be equal to the total equity value of the asset positions held within the brokerage account, and shall reflect only those assets which are priced by the brokerage firm. Individual asset positions held within the brokerage account will not be listed or priced individually on statements issued by the Custodian.

Precious metals: Values for precious metals shall reflect the spot value which is the current spot price multiplied by the ounces of fine metal contained in the coin or bar. Spot values do not include any mark-ups, mark-downs, premiums or commissions. Spot values should be used as an indication of value only and should not be construed as a firm bid price to buy by any broker or dealer. The actual precious metals type and quantity of a transaction may affect the price received for any given bullion item. Proof coins must be encapsulated in complete, original mint packaging, including certificate of authenticity, and in excellent condition. Non-proof coins must be in Brilliant Uncirculated condition and free from damage. Price indications for specific bullion products may be obtained from various sources including your precious metals broker dealer or on the internet at sites such as www.BullionValues.org.

Equity investments: Values for public or private equity assets, such as limited partnerships, limited liability companies, or private stock, are generally reported at their offering price to investors. The Custodian requests an updated value, which is compliant with Revenue Ruling 59-60, from such persons as asset sponsors, general partners or managing members of private limited partnership or limited liability company interests, and officers of private corporations, on an annual basis (or more frequent as deemed appropriate by the Custodian in its sole discretion).

In the absence of direction from the Secretary of the Treasurer or his authorized representative to the contrary, the value of illiquid assets shall be reported as a good faith estimate determined by the investment sponsor or other source chosen by the account holder which is deemed acceptable by the Custodian in its sole discretion.

If the investment sponsor is unwilling or unable to provide a fair market value which is compliant with Revenue Ruling 59-60, then Custodian may list the value of the illiquid asset at its original acquisition cost or carry forward the last known value. Custodian may reflect a valuation of zero if assets are reported by the investment sponsor (or other source) as having no market value, if the investment sponsor is in bankruptcy, or if other relevant conditions exist. In addition, Custodian may require the account holder to obtain and provide an independent valuation which is compliant with Revenue Ruling 59-60. If account holder fails to provide the Custodian with the updated independent valuation within a reasonable amount of time, the Custodian may distribute the asset in-kind to the account holder upon thirty (30) days notice.

Debt investments: Values for public or private debt assets, such as promissory notes, mortgages/trust deeds, private corporate debt offerings and other debt investments may reflect values based on acquisition cost, the face value shown on the original note or debt instrument, or, if the debt investment is subject to an amortization schedule, the value reflected may be the amortized value. Custodian may reflect a valuation of zero if debt assets are reported as having no market value, if the debtor or investment sponsor is in bankruptcy, or if other relevant conditions exist. For any debt investment in default, the Custodian may require the account holder to obtain and provide an independent valuation which is compliant with Revenue Ruling 59-60. If account holder fails to provide the Custodian with the updated independent valuation within a reasonable amount of time, the Custodian may distribute the asset in-kind to the account holder upon thirty (30) days notice.

Real estate: Values for real property directly owned by the account are initially reported at cost at the time of the real estate acquisition. The Custodian will require the account holder to obtain either an updated real estate appraisal or a broker's price opinion (on a form acceptable to the Custodian) at least every three (3) years thereafter (or more frequent as deemed appropriate by the Custodian in its sole discretion). The Custodian will use the appraisal or opinion value to report the value of the account, including annual reports the Custodian files with the Internal Revenue Service. The Custodian shall have no responsibility for the accuracy of any values or opinions provided. The Custodian will require the account holder to obtain such appraisals or broker's price opinions which are performed and prepared by an unrelated third party real estate professional in the form of a real estate appraisal or a broker's price opinion that is compliant with Revenue Ruling 59-60. If account holder fails to provide the Custodian with the updated appraisal value or broker's price opinion within a reasonable amount of time, the Custodian may distribute the asset in-kind to the account holder upon thirty (30) days notice.

For any investment that is not publicly tradable on a securities exchange, the Custodian shall seek a valuation of such asset from the asset sponsor/issuer annually (or more frequent as deemed appropriate by the Custodian in its sole discretion). If a value is not received within a reasonable amount of time, then, upon notice from the Custodian, it is the duty of the account holder to provide the Custodian with the fair market value or good faith estimate of the investment (which is compliant with Revenue Ruling 59-60) either from the investment sponsor or from an independent valuation service of the account holder's choice, provided such valuation service is acceptable to the Custodian. If the account holder fails to do so, the Custodian shall be authorized, entitled and directed to distribute such investment to the account holder, in-kind, at fair market value, which may be original acquisition cost or the last known value, upon thirty (30) days notice to the account holder. The Custodian reserves the right to resolve differences in values in any manner it deems appropriate.

Valuation or other information reported by the Custodian should not be used as a basis for making, retaining or disposing of any asset. Please refer to reports or other information provided by brokers, general or managing member partners, corporate officers or other asset sponsors (or contact these sources directly) with regard to the current operation and status of any chosen asset(s). The frequency with which the Custodian updates prices depends upon the asset type and the frequency with which asset sponsors provide updated valuation information. This means that a price might be updated monthly, quarterly, semiannually, annually or on the specific date the updated valuation information was received. This may also mean that, while the number of shares or other information regarding an asset has been updated, the price may not have been updated.

• Availability of Funds After Deposit

Any funds received into your IRA account which are made by check may be subject to an eleven (11) business day clearing period before funds are available to invest. Using wire transfers, cashier's checks or money orders may help expedite clearance of such funds. 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.



Precious Metals IRA

For Precious Metals Investments

Basic IRA

For Public Investments

Flex IRA

For Alternative Investments

Account may hold only Precious Metals:

- American Eagle gold, silver and platinum coins
- Other coins as allowed under IRC §408(m)(3)
- Other precious metal products which meet the minimum fineness requirements and are manufactured by a NYMEX or COMEX approved refiner/assayer

Account may hold any combination of:

- Any Precious Metals IRA products
- Brokerage Accounts
- Public REITs
- Public LPs and LLCs
- Public Note or Debt Offerings
- Bank CDs
- Other publicly registered or available products

Account may hold any combination of:

- Any Precious Metals or Basic IRA products
- Real Estate
- Trust Deeds/Mortgages
- Private Stocks and REITs
- Private LPs and LLCs
- Private Note or Debt Offerings
- Other alternative investments permitted by SDIRA Services

IRA Fee Schedule

Effective January 1, 2014

Account Set-up Fee (Due upon account opening)	\$25	—	—
Annual Account Fees			<u>Based on Total Account Value:</u>
Due at account opening and annually on anniversary of account opening	\$60	\$100	\$175 if \$0 - \$100,000 \$200 if \$100,001 - \$200,000 \$300 if \$200,001 or over
Paper Statements Mailed (Electronic statements provided at no cost)	\$20 (\$30 effective Jan. 1, 2015)	\$20 (\$30 effective Jan. 1, 2015)	\$20 (\$30 effective Jan. 1, 2015)
Late Fee (Charged for every 30 days past due)	\$15	\$15	\$15
Annual Asset Holding Fees Charged with Annual Account Fee after first year.			
Real Estate Holding (per property - capped at 3; maximum fee = \$300)	—	—	\$100
Private Investment Holding (per asset - capped at 4; maximum fee = \$200)	—	—	\$50
Annual Precious Metals Storage Fee Charged upon opening the required storage account and annually on anniversary of account opening			
Commingled Precious Metals Storage	\$100	\$100	\$100
Segregated Precious Metals Storage \$2 per \$1,000 of value stored (20 basis points); \$200 minimum	\$200 min.	\$200 min.	\$200 min.
Processing Fees Charged at time transaction processed.			
Real Estate Purchase or Sale (per transaction)	—	—	\$125
Private Investment Purchase or Sale	—	—	\$50
Precious Metals Purchase or Sale	\$40	\$40	\$40
Precious Metals Shipping	\$10 + cost	\$10 + cost	\$10 + cost
Service Fees Charged at time service is provided. Fees subject to change without notice.			
Overnight (if charged to our overnight account)	\$10 + cost	\$10 + cost	\$10 + cost
Stop Payment	\$25	\$25	\$25
Return Check	\$25	\$25	\$25
Wire - Domestic	\$25	\$25	\$25
Wire - International	\$50	\$50	\$50
Distribution/Withdrawal by ACH (if scheduled monthly or quarterly)	No charge	No charge	No charge
Distribution/Withdrawal by Check	\$5	\$5	\$5
Distribution/Withdrawal by Wire	\$25	\$25	\$25
Federal Withholding / State Withholding	\$5 each	\$5 each	\$5 each
Cashier's Check	\$25	\$25	\$25
Roth Conversion (per asset)	\$25	\$25	\$25
990-T Processing	\$50	\$50	\$50
In-Kind Asset Transfer (per asset)	\$25	\$25	\$25
Transfer and Recording of Assets	At cost	At cost	At cost
Research/Special Services (per hour)	\$50	\$50	\$50
Account Termination	\$150	\$150	\$150
Minimum Cash Requirement Account is required to maintain this minimum balance in the cash account.	No minimum required	\$500	\$500

Self Directed IRA Services, Inc. reserves the right to charge for other services not shown above.

Cash Account Information for Un-invested Cash: Funds received on behalf of an IRA account are automatically deposited into a Custodial NOW account held with Horizon Bank, an affiliate of Self Directed IRA Services, Inc. ("SDIRA Services"), and/or other depository banks selected by SDIRA Services, where they are FDIC-insured up to \$250,000 per depositor, pending further investment direction. Interest rates are subject to change in accordance with market conditions at the sole discretion of SDIRA Services. Please refer to the *Terms for Uninvested Cash* section in your IRA Accountholder Agreement for more information.

INVESTMENT PRODUCTS: NOT FDIC-INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

Privacy Notice

Rev. 12/11

FACTS

WHAT DOES SELF DIRECTED IRA SERVICES, INC. DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and transaction history
- Account balances and payment history
- Account transactions and retirement assets

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Self Directed IRA Services, Inc. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Self Directed IRA Services, Inc. share?	Can you limit this sharing?
For our everyday business purposes – Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call (512) 637-5739 or go to www.sdiraservices.com

Who we are

Who is providing this notice?	Self Directed IRA Services, Inc.
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What we do

How does Self Directed IRA Services, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
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How does Self Directed IRA Services, Inc. collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ open an account or direct us to sell your securities ▪ provide account information or direct us to buy securities ▪ make deposits or withdrawals from your account <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
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Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
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Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ Self Directed IRA Services, Inc. does not share with our affiliates
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Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ Self Directed IRA Services, Inc. does not share with nonaffiliates so they can market to you
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Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ Self Directed IRA Services, Inc. doesn't jointly market
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Other important information**COMPLAINT NOTICE**

Self Directed IRA Services, Inc. is chartered under the State of Texas and by state law is subject to regulatory oversight by the Texas Department of Savings and Mortgage Lending. Any consumer wishing to file a complaint against Self Directed IRA Services, Inc. should contact the Texas Department of Savings and Mortgage Lending through one of the means indicated below:

In Person or by Mail: 2601 North Lamar Boulevard, Suite 201, Austin, Texas 78705-4294
 Telephone Number: (877) 276-5550, Fax Number: (512) 475-1360, Email: www.sml.state.tx.us/contacts.html



For regular mail:
P.O. Box 23149
Waco, TX 76702

For overnight delivery:
215 Mary Avenue, Suite 311
Waco, TX 76701

Phone:
866.928.9394
512.637.5739

Fax:
512.495.9554

Email:
Operations@sdiraservices.com

Website:
www.SDIRAServices.com

1 Provide information about the account from which you wish to transfer or rollover.

ACCOUNT FROM WHICH YOU WISH TO TRANSFER/ ROLLOVER:	ACCOUNT TO RECEIVE YOUR TRANSFER/DIRECT ROLLOVER:
Account Number with Present Custodian or Plan Administrator <input type="text"/>	Your Name <input type="text"/>
Must select one: I elect a Direct Transfer of my: <input type="radio"/> Traditional IRA <input type="radio"/> SEP IRA <input type="radio"/> Roth IRA <input type="radio"/> SIMPLE IRA I elect a Direct Rollover of my: <input type="radio"/> 401(k), 403(b), 457(b) or other eligible Qualified Retirement Plan	Your Social Security Number <input type="text"/>
Note: You may initiate a Direct Rollover from a 401(k) or other eligible Qualified Retirement Plan using this form. However, your Plan Administrator will require you complete its plan distribution forms packet before processing.	Account Number with SDIRA Services <input type="text"/>
Name as it appears on the Account <input type="text"/>	Your Daytime Phone Number <input type="text"/>
Name of Custodian or Plan Administrator <input type="text"/>	Your Email Address <input type="text"/>
Custodian's/Administrator's Physical Delivery Address <input type="text"/>	Type of Account <input type="radio"/> Traditional IRA <input type="radio"/> SEP IRA <input type="radio"/> Roth IRA <input type="radio"/> SIMPLE IRA
City <input type="text"/> State <input type="text"/> Zip <input type="text"/>	Check if this Transfer/Direct Rollover is: <input type="radio"/> Transfer/Direct Rollover of an IRA or eligible Qualified Retirement Plan for which you are the Spouse Beneficiary <input type="radio"/> Transfer/Direct Rollover of an Inherited IRA or eligible Qualified Retirement Plan <input type="radio"/> Transfer/Direct Rollover Due to Divorce
Phone Number for Custodian/Administrator <input type="text"/>	

2 Give instructions for how this transfer or direct rollover is to be processed.

- Complete Transfer/Rollover:**
Transfer or rollover all assets as indicated below, including any cash balance, and close my account.
If requesting a complete transfer, please complete the below grid accordingly.
- Partial Transfer/Rollover:**
Transfer or rollover only what is indicated below and keep my account open.
 Cash: ___ All cash available ___ Exactly \$ _____
 Please liquidate or re-register only the asset(s) indicated below.

Liquidate	Re-Register	Asset Description	# of Shares	Approximate Value
<input type="radio"/>	<input type="radio"/>			\$
<input type="radio"/>	<input type="radio"/>			\$
<input type="radio"/>	<input type="radio"/>			\$
<input type="radio"/>	<input type="radio"/>			\$
<input type="radio"/>	<input type="radio"/>			\$

★★ Attach a copy of your most recent account statement with your Present Custodian or Plan Administrator to this form. ★★

• Deduct any necessary fees and deliver this transfer/direct rollover as indicated below:

<input type="radio"/> Send Check by U.S. Mail <input type="radio"/> Send Check for Overnight Delivery	Make check payable as shown below. Self Directed IRA Services, Inc., Custodian FBO _____ IRA # _____ U.S. Mail Address: _____ P.O. Box 23149 Waco, TX 76702 Overnight Delivery Address: 215 Mary Avenue, Suite 311 Waco, TX 76701
<input type="radio"/> Wire Funds	Wiring Instructions: Horizon Bank 600 Congress Avenue Austin, TX 78701 ABA: 111907940 Account Name: SDIRA Services Custodial Account Account Number: 4515532 FCT: Accountholder Name _____ IRA Account # _____

• For any assets that are to be reregistered, send the necessary asset reregistration/assignment forms as indicated below:

<input type="radio"/> Send by U.S. Mail <input type="radio"/> Send by Overnight Delivery <input type="radio"/> Send by _____	Assets should be reregistered as shown below. Self Directed IRA Services, Inc., Custodian FBO _____ IRA # _____ 215 Mary Avenue, Suite 311 Waco, TX 76701 Tax ID: 26-2637994
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• I instruct my Present Custodian/Plan Administrator to process my Required Minimum Distribution payment as indicated below:

If I am age 70½ or over or the beneficiary of an IRA, I authorize my Present Custodian to:	<input type="radio"/> Distribute my RMD or life expectancy payment to me prior to transferring my assets. <input type="radio"/> Segregate and retain my RMD or life expectancy payment amount. <input type="radio"/> Include the amount that represents my RMD or life expectancy payment in the transfer.
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3 Tell us how you want us to remit this form to your Present Custodian or Plan Administrator.

<input type="radio"/> UPS Ground <div style="border: 1px dashed orange; padding: 2px;"> If no selection is made, this request will be sent by UPS Ground Delivery to your Present Custodian. </div>	<input type="radio"/> Overnight Choose one: ___ FedEx ___ UPS ___ Self Directed IRA Services, Inc. is authorized to deduct the overnight fee from the transfer of funds received in my Account. ___ Self Directed IRA Services, Inc. is authorized to charge FedEx or UPS account # _____.	<input type="radio"/> Fax to # _____ Attn _____ <div style="border: 1px dashed orange; padding: 2px;"> You must first verify your Present Custodian or Plan Administrator will accept a faxed copy and does not require an original signature. </div>
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4 Sign below to authorize this transfer/direct rollover.

I authorize the IRA transfer or direct rollover in the manner described above and certify that all of the information provided by me is correct and may be relied upon by the Custodian. I understand that I am responsible for determining my eligibility for transfer or direct rollover within the limits set forth by tax laws, related regulations and plan agreements. I represent that I have established an IRA account with Self Directed IRA Services, Inc ("SDIRA Services") as Custodian. I agree to indemnify and hold harmless both my present Custodian/Plan Administrator and SDIRA Services from any and all costs, obligations, losses, claims, damages and expenses (including reasonable attorney fees) related or associated with this request. If special handling is requested (wire or overnight delivery), I authorize the deduction of applicable fees from my account. I assume responsibility for any tax consequences or penalties that may apply and I agree that the Custodian or Plan Administrator shall in no way be held responsible.

★ Before signing, check with your present Custodian to determine whether it will require a Medallion Signature Guarantee to process this request.
 ★ If a signature guarantee is not required, please sign below and send this form to Self Directed IRA Services, Inc.
 ★ If required, a signature guarantee can be obtained from your bank or a brokerage firm. A signature guarantee may not be obtained from a notary public.

<div style="text-align: center;"> </div> _____ Accountholder Signature _____ Date	MEDALLION SIGNATURE GUARANTEE A Medallion Signature Guarantee Program is approved by the Securities Transfer Association. Participating financial institutions guarantee that the individual signing this form is in fact the owner of the account for which the transfer is being requested.
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5 Letter of Acceptance by Self Directed IRA Services, Inc.

The account for the above-named individual is a valid IRA and Self Directed IRA Services, Inc. hereby accepts appointment as Custodian for the IRA account and agrees to accept the assets for transfer or direct rollover as indicated herein.

 Authorized Signature of Self Directed IRA Services, Inc., IRA Custodian _____
 Date



Self Directed IRA

S E R V I C E S I N C

A subsidiary of Horizon Bank

215 Mary Avenue, Suite 311 • Waco, TX 76701
866.928.9394 • 512.637.5739 • Operations@sdiraservices.com
www.SDIRAServices.com

Deposit Coupon

Instructions and Form

Use this form to remit with any contribution, rollover or investment-related deposit or payment made to your IRA account.

Guidelines

The following form should be completed and remitted with any contribution, rollover or investment-related deposit made to your IRA account, whether by check or bank wire.

- ✔ Please use the appropriate investment direction form if you wish to provide investment instructions. Do not include any written investment instructions on the Deposit Coupon.
- ✔ Please include a separate Deposit Coupon for each check or wire.
- ✔ Additional Deposit Coupons can be obtained by visiting the Forms section of our website, www.SDIRAServices.com.

Check Instructions

- ✔ Make checks payable to: **Self Directed IRA Services, Inc. Custodian FBO (Accountholder Name) IRA # _____.**
- ✔ Please include your IRA account number on the memo line of the check.

Wiring Instructions

- ✔ Please complete and submit the Deposit Coupon **prior to the wire being sent.** Wires received without prior notification may cause delays in processing.

Funds should be wired to your IRA account with Self Directed IRA Services, Inc. as follows:

Wire to:	Horizon Bank 600 Congress Ave. Austin, TX 78701 ABA: 111907940
For Credit To:	Self Directed IRA Services Custodial Account Account #: 4515532
For Further Credit To:	Accountholder's Name, IRA # _____

Send your completed Deposit Coupon to us.

Mail or Email



Self Directed IRA Services, Inc.
P.O. Box 23149
Waco, TX 76702

Operations@sdiraservices.com

Physical Delivery



Self Directed IRA Services, Inc.
215 Mary Avenue, Suite 311
Waco, TX 76701

Fax



Fax to 512.495.9554
Attn: Accounting



215 Mary Avenue, Suite 311 • Waco, TX 76701 • Operations@sdiraservices.com
 Phone 512.637.5739 • Fax 512.495.9554 • www.SDIRAServices.com

Please complete all applicable information on the Deposit Coupon and submit along with the check. If funds are being wired, please fax this Deposit Coupon to the attention of "Accounting" prior to the wire transfer.

1 Account Information

Accountholder Name		Account Number
Daytime Phone	Email Address	
Account Type	<input type="checkbox"/> Traditional <input type="checkbox"/> Roth <input type="checkbox"/> SEP <input type="checkbox"/> SIMPLE	
Deposit Amount	Check Number	Wire Transfer Date

2 Specify Type of Deposit

• **Contribution or Rollover Deposit** Accountholder must sign and date Section 3 below.

- Contribution For Tax Year _____ (SEP contributions are reported in the year received.)
- Rollover

• **Investment-Related Deposit** Must specify name of the investment below.

Investment or Property Name

Note or Debt Payment: Must complete the payment information below, including any interest and principal breakdown.

Interest \$	Principal \$	Other _____ \$ _____
New Ending Balance on the Note/Debt \$		Note Payoff: _____ Partial _____ Full

- | | |
|--|---|
| <input type="checkbox"/> Return of Capital | <input type="checkbox"/> Dividend |
| <input type="checkbox"/> Rental Income | <input type="checkbox"/> Late Payments \$ _____ |
| <input type="checkbox"/> Partial Sale Proceeds | <input type="checkbox"/> Complete Sale Proceeds |

3 Signature

Accountholder must sign and date below if deposit is a Contribution or Rollover.

I hereby certify that all information provided is true and correct and may be relied on by SDIRA Services.

If making a Contribution, the undersigned understands the terms and conditions applicable to the IRA account are contained in the IRA plan agreement and agrees to be bound by those terms and conditions. The undersigned certifies that (i) the eligibility requirements have been met for making the type of IRA contribution indicated above, (ii) accountholder assumes complete responsibility for ensuring that all IRA contributions made are within the limits set by the tax laws, related regulations and plan agreement and for the tax consequences of any contributions (including any rollover and conversion contributions) and distributions, and (iii) the deposit described above is eligible to be contributed to the IRA.

If making a Rollover, the undersigned Accountholder understands the rules and conditions applicable to direct rollovers and certifies that (i) the requirements have been met for making a direct rollover of the funds shown above (ii) all funds are being deposited within the allowable 60 day period since distributed to me, (iii) this is the only rollover for or by me within the previous 12 month period, and (iv) none of the assets being deposited contain amounts from a Required Minimum Distribution. I acknowledge that I have been advised to see a tax professional due to the important tax consequences of rollovers. I assume full responsibility for this rollover transaction and will not hold Self Directed IRA Services, Inc. (SDIRA Services") liable for any adverse consequences that may result. I hereby irrevocably designate the rollover amount shown above as a rollover contribution.

Accountholder Signature _____ Date _____



Self Directed IRA

S E R V I C E S I N C

A subsidiary of Horizon Bank

Credit Card Charge Form

215 Mary Avenue, Suite 311 • Waco, TX 76701 • Operations@sdiraservices.com
Phone 512.637.5739 • Fax 512.495.9554 • www.SDIRAServices.com

Use this form if you wish to use a credit card to pay account fees.

1 Account Information

Accountholder Name	Account Number
Daytime Phone	Email Address
Charge Amount	Invoice Number (if known)

2 Credit Card Information

Please print clearly and provide all information to avoid a processing delay.

Card Type (Check one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cardholder Name (As shown on card)				
Billing Address				
City		State	Zip	
Home Phone		Mobile Phone		
Credit Card Number			Expiration Date	
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>			<input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Card Security Code – REQUIRED				
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>				
<small>The security code is the 3 digit number imprinted in the signature box on the back of the card for VISA, MasterCard or Discover. It is the 4 digit number imprinted in the upper right area of the card number on front for AMEX.</small>				

3 Signature

Credit Cardholder and Accountholder must sign and date below.

I wish to pay the account fees indicated above and hereby authorize payment of the account fees to Self Directed IRA Services, Inc. ("SDIRA Services") be charged to the credit card provided on this form. By signing this form, Accountholder hereby accepts and agrees to all the terms and provisions set forth in the IRA Custodial Account Agreement and Disclosure Statement and has read and accepted the terms of the SDIRA Services IRA Fee Schedule.

Cardholder Signature _____	Date _____
Accountholder Signature _____	Date _____

4 Send your completed form to us

Mail or Email

Self Directed IRA Services, Inc.
P.O. Box 23149
Waco, TX 76702
Operations@sdiraservices.com

Physical Delivery

Self Directed IRA Services, Inc.
215 Mary Avenue, Suite 311
Waco, TX 76702

Fax

Fax to 512.495.9554
Attn: Accounting

For Internal Use Only: Approval # _____ Processed by _____ Date _____