

Checkbook IRA LLC Application

Congratulations on your decision to engage Solera Plan Services, LLC dba Safeguard Advisors as your self-directed retirement plan advisors. We look forward to helping you unlock your retirement plan and start investing as you choose.

Step 1: The LLC Application

Following are documents required to begin the process of establishing your self-directed Checkbook IRA LLC. *Please fill out and return these forms to Safeguard Advisors immediately.*

Secure Upload: www.ira123.com/secure-upload

Fax: 888-456-5303

Mail/Courier: Safeguard Advisors
319 S. Sheridan Blvd.
Lakewood, CO 80226

Step 2: The IRA Application

Your self-directed IRA account will be established with Solera National Bank. as custodian. Instructions for establishing and funding the IRA will be sent separately.

Our Process

Typically, your Checkbook IRA LLC can be setup and funded in 2-4 weeks.

LLC filings and our legal work typically take 4-10 business days, depending on the state. Once the LLC formation is complete, we will send you the operational documents for the LLC.

Setup of the Solera National Bank IRA and funding via transfer/rollover typically takes about 7-15 business days, depending on the responsiveness of your current plan administrator.

Our team will be available to you throughout the process to assist with the setup activities as well as answer any questions you may have about intended investments. You can expect to receive updates on the progress of your plan setup via e-mail.



Self-Directed IRA Invoice

SAFEGUARD SERVICES	QUANTITY	AMOUNT
Safeguard Checkbook IRA LLC Relationship Fee	1	\$1350.00
Total		\$1350.00

Discount Code (if provided on proposal): _____

Setup Payment Option

Pay in full *Default option. Recommended for Roth accounts*

Pay from the IRA *\$300 deposit by credit card, bill the balance to the IRA**

Payment Method

Pay by Check *Full payment or deposit may be made by check, but you must provide a credit card as security if electing to pay from the IRA*

Card Type: Visa M/C Amex Discover

Cardholder Name: _____

Card#: _____

Expiration Date: _____ Security Code: _____

Signature: _____

Billing Address (If different from primary address on application questionnaire):

By signing above, I authorize Solera Plan Services, LLC dba Safeguard Advisors to bill my credit card for payment of the above invoice.

*** IRA Payment Option.** *Payment to Safeguard Advisors from the IRA will occur when the new IRA is invested into the LLC entity. Separate invoicing to authorize this payment will be provided once the IRA account has been established. Should the IRA not fund via rollover or transfer within 45 days, the balance of fees will automatically be charged to the above credit card. You may reimburse any such pre-formation expenses from the IRA LLC once it is full established and funded.*

Annual Custodial Fee Subscription. *By default, the card provided with this invoice will be used to establish your annual IRA account fee subscription in the amount of \$199. The first payment will occur on the 10th day of the anniversary month of plan setup. Your card will then be charged annually thereafter so long as your account is active. You will have the option to choose a different payment method for this subscription once plan setup has been completed.*

Safeguard Advisors Checkbook IRA LLC Terms of Service

By signing this document below, Client engages Solera Plan Services, LLC dba Safeguard Advisors (Safeguard) to implement a Self-Directed IRA LLC Plan (Plan) and agrees to the following terms of service:

CONSULTING SERVICES: Safeguard agrees to perform the following services necessary to implement and support the Plan established per this agreement:

- Registration of the LLC in the state of choice
- Provision of complete and compliant LLC documents reflecting the IRA as LLC Member
- Assistance with the establishment of an IRA account with the IRA custodian and rollover of existing retirement plan funds into that IRA
- Facilitation of investment transaction to have IRA fund the LLC
- Future consulting guidance with respect to general plan administrative requirements
- Future consulting guidance with respect to IRS rules surrounding disqualified persons, prohibited transactions, and potential tax exposure stemming from Unrelated Debt-Financed Income (UDFI) or Unrelated Business Taxable Income (UBTI)

LIMITATION OF SCOPE: Safeguard is not acting as trustee, administrator, or fiduciary to Client's Plan. Safeguard services do not include the provision of tax, legal, or investment advice. Safeguard does not perform tax return preparation or other tax filings. Safeguard does not provide representation of client in any proceedings before any state or federal court, agency, or board.

CLIENT RESPONSIBILITY: Because this is a "self-directed" investment strategy, Client acknowledges and agrees to maintain Plan investments and administration within all applicable IRS regulations and will hold Safeguard harmless for decisions and actions taken by Client.

CLIENT REPRESENTATIONS: Client represents that he or she has provided, and that Safeguard may rely on, complete and accurate information regarding the formation of the Plan.

CLIENT ACKNOWLEDGEMENT OF ADMINISTRATIVE RESPONSIBILITY: Client understands that the operation of a Self-Directed IRA Plan comes with administrative responsibilities. Client acknowledges such responsibility for plan administration, including but not limited to:

- Retaining Plan records
- Maintaining the LLC in good standing with the state of registration as required by state law. This may include annual or bi-annual filings, fees, or franchise taxes.
- Maintaining an in-state registered agent for the LLC and updating the state with new agent information should the agent or agent address change.
- Providing a year-end statement of fair market value of the LLC to the IRA custodian annually or as required
- Preparation of IRS form 990-T should the IRA engage in transactions that create Unrelated Business Taxable Income (UBTI) or Unrelated Debt-Financed Income (UDFI)
- Providing notification to Safeguard Advisors, IRA custodian, and any relevant Plan vendors of changes to the email or physical address associated with the Plan

LIMIT OF LIABILITY: It is agreed that Safeguard's responsibility for damages, or claims of damage, regardless of the form of action, shall not exceed the total amount paid for the services invoiced. This shall be the exclusive remedy. Either party may bring no action, regardless of form, arising out of the services under this agreement, more than one year after the date of the last service provided under this agreement.

30-DAY TERMINATION: Within 30 calendar days from execution of this agreement, Client may elect to terminate this agreement and receive a refund less a \$300 processing fee. If Plan documents have been delivered, physical documents shall be returned to Safeguard prior to any refund. Any request for refund

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must be submitted in writing. After said 30 days, no refund shall be available.

SAFEGUARD FEES: A one-time relationship fee as invoiced applies. This relationship fee covers the initial plan setup and ongoing consulting support from Safeguard Advisors.

SOLERA NATIONAL BANK FEES: The setup and first year administration fees associated with the Solera National Bank IRA are included in the Safeguard relationship fee. An annual fee of \$199 applies for future account administration and reporting on your Solera IRA account. This fee is collected by Safeguard Advisors on an annual subscription basis under a revenue sharing arrangement between Safeguard Advisors and Solera National Bank. Solera National Bank has separate fees that apply to certain transactions such as IRA distributions or Roth conversion events. Such fees are outlined in Solera National Bank account disclosures. Annual IRA account and transaction fees may change over time at the discretion of Solera National Bank.

DISPUTE: Any dispute related to services provided shall be settled by arbitration in Boulder County, Colorado according to the rules of the American Arbitration Association. Arbitration is final and binding on the parties. The parties are waiving their right to seek remedies in court, including the right to a jury trial.

APPLICABLE LAW: The laws and jurisdiction of the state of Colorado shall govern any and all matters of dispute between Safeguard and Client.

CLIENT PRIVACY: Safeguard agrees to protect and not disclose to third parties not directly associated with the services rendered under this agreement any personal or private information. However, this clause does not pertain to government agencies or law enforcement agencies.

DIGITAL COMMUNICATIONS: Client agrees to transact business using electronic communications and to receive notices and disclosures via electronic means.

MISCELLANEOUS: This document sets forth the entire agreement between the parties. This Agreement shall be binding upon all successors and assigns of the parties hereto. This Agreement is severable, and if any provision herein shall be deemed invalid, all other valid provisions shall remain in force.

Printed Name

Signature

Date

Checkbook IRA LLC Formation Questionnaire

1. PARTICIPANT INFORMATION

LEGAL NAME PRIMARY PHONE
EMAIL

2. LLC NAME – Provide a unique name for the new LLC and an alternate choice. Use exact punctuation and spacing. Names must include “LLC” (Examples: *ABC Investment Holdings, LLC* or *Riverside Properties, LLC*).

CHOICE 1
CHOICE 2

2. STATE where LLC will be formed:

3. LEGAL ADDRESS No PO Boxes. This address is used for state LLC registration and federal Tax ID of LLC

STREET ADDRESS
CITY STATE ZIP

4. MAILING ADDRESS If different from legal address

STREET ADDRESS
CITY STATE ZIP

5. ADDITIONAL MANAGER We strongly recommend designating a successor manager (spouse, child, trustee, etc.) who would be granted signing authority for the LLC in the event of your death. You may alternately name this person a co-manager if you would like them to assist you in running the LLC at this time.

Designate the following as a: Successor Manager Co-Manager

NAME
ADDRESS
CITY STATE ZIP

6. REGISTERED AGENT All LLC’s must designate a registered agent, which is the physical address where notice may be served to the LLC. The agent must be a resident of the state or a licensed business within the state. You can choose to be the agent if the LLC is in your state of residence, but may prefer to have a 3rd party agent.

I will serve as registered agent, Use Legal Address

Please appoint a registered agent for me. I understand this service will cost \$49 per year

I will appoint my own registered agent. (We will send a form to be signed by your agent affirming their consent)

7. THIRD PARTY AUTHORIZATION I authorize Solera Plan Services, LLC dba Safeguard Advisors to file the necessary documents with the State where the LLC will be formed. I also authorize Safeguard Advisors to act as Third Party Designee to apply for and receive a Federal EIN number on behalf of my IRA LLC.

SIGNATURE: _____ DATE: _____