

- Traditional
- Roth
- SEP

## Self Directed IRA New Account Kit

### CHECKLIST

**IRA Account Application**

**Copy of Financial Statement**

**Photocopy of Valid Picture Identification  
(Drivers License, State ID card, etc)**

**Shipping and Account Agreement**



**Self Directed IRA**

**S E R V I C E S I N C**

A subsidiary of Horizon Bank



## IRA Fee Schedule

Effective December 1, 2009

### Precious Metals/IRA For Precious Metals Investments

IRA limited to holding 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

### Basic/IRA For Public Investments

IRA may hold any combination of:

- Precious Metals/IRA products
- Brokerage Accounts
- Public REITs
- Public REITs
- Public LPs
- Public LLCs
- Bank CDs
- Other publicly registered or available products

### Flex/IRA For Alternative Investments

IRA may hold any combination of:

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

#### Annual Account Fees

First Year Account Fee (Due upon account opening)	\$60	\$80	\$100
After First Year (Due annually upon anniversary of account opening)	\$60	\$100	\$300
Paper Statements Mailed (Electronic statements provided at no additional cost)	\$20	\$20	\$20
Late Fee (Charged for every 30 days past due)	\$15	\$15	\$15

#### Annual Asset Holding Fees

Charged with Annual Account Fee after 1st year.

Real Estate Holding (per property)	—	—	\$100
Mortgages/Deeds of Trust Holding (per asset)	—	—	\$100
Private Investment Holding (per asset)	—	—	\$50

#### Annual Precious Metals Storage Fee

Charged upon opening the required storage account and each January thereafter.  
\* Storage fee may vary after 1st year according to total weight held; \$100 for most.

Precious Metals Storage (through Delaware Depository Service Co.)*	\$100*	\$100*	\$100*
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#### Processing Fees

Charged at time transaction processed. Processing Fees include Wire/Overnight Delivery.

Real Estate Purchase or Sale (per transaction)	—	—	\$125
Loan Origination (per loan)	—	—	\$50
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.

Overnight Processing	\$25	\$25	\$25
Stop Payment	\$25	\$25	\$25
Return Check	\$25	\$25	\$25
Wire - Domestic	\$25	\$25	\$25
Wire - International	\$50	\$50	\$50
Distribution/Withdrawal (by check)	\$5	\$5	\$5
Federal Withholding	\$5	\$5	\$5
Cashier's Check	\$25	\$25	\$25
Roth Conversion (per asset)	\$25	\$25	\$25
990-T Processing	\$50	\$50	\$50
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

No minimum	\$500	\$500 \$1,000 if Trust Deed/Mortgage held \$5,000 if directly owned Real Estate held
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Self Directed IRA Services reserves the right to charge for other services not shown above.



# Self Directed IRA

## S E R V I C E S I N C

A subsidiary of Horizon Bank

# IRA Custodial Account Application

Traditional • Roth • SEP

For regular mail:  
P.O. Box 685133  
Austin, TX 78768

For overnight delivery:  
600 Congress Avenue, Suite 400  
Austin, TX 78701

Phone:  
866.928.9394  
512.637.5739

Fax:  
512.495.9554

Website:  
www.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

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 IRA, funding and account options for you.

▶ **Type of IRA:** (Must select one)  Traditional  Roth  SEP  Check if account is an Inherited IRA and complete section below.

If Inherited, provide the following information about the Deceased Owner:

Deceased Owner's Name	<input type="text"/>	Deceased Owner's Date of Birth	<input type="text"/> / <input type="text"/> / <input type="text"/>
Deceased Owner's Social Security Number	<input type="text"/> <input type="text"/> <input type="text"/>	Deceased Owner's Date of Death	<input type="text"/> / <input type="text"/> / <input type="text"/>

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

- Transfer from an existing IRA → Complete the **IRA Transfer Request** form and attach copy of recent statement.
- Rollover from another IRA:  Traditional  Roth  SEP  SIMPLE → Complete the **IRA Rollover Certification** form.
- Rollover from a previous employer's qualified retirement plan → Complete the **IRA Rollover Certification** form. Then contact the plan administrator to obtain the forms required to initiate a rollover from the employer's plan.
- Recharacterization → Complete the **IRA Recharacterization Request** form.
- Annual Contribution of \$ \_\_\_\_\_  Regular IRA for:  Current tax year  Prior tax year\*  SEP

\* Prior year only applies when making regular IRA contributions, including spousal and catch-up contributions, between January 1 and the April tax filing deadline.

▶ **Online Access and Statement Option:** Check if you wish to have online access to your account and online quarterly statements.  I want Online Access and Online Statements.

▶ **Paper Statement Option:**  I want Paper Statements Mailed Quarterly (A \$5 fee per statement will apply once the online statement option becomes available.)

▶ **Fee Schedule Options:** (Select one. Refer to the IRA Fee Schedule to select the fee schedule based on the type of investment(s) you wish to purchase, transfer or rollover. If no selection is made, the Flex IRA fee schedule will be the default.)

Precious Metals IRA  Basic IRA  Flex IRA  \_\_\_\_\_

▶ **First Year Fee Payment:** (Select one. If no selection is made, IRA fees will be deducted from initial funding prior to the processing of any transaction.)

Check enclosed  Deduct from initial funding indicated above

### 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="radio"/> Primary <input type="radio"/> Contingent Name _____ Address _____ City _____ State _____ Zip _____ Country: <input type="radio"/> USA <input type="radio"/> Other _____ <input type="radio"/> Check if address same as Accountholder				%
2. <input type="radio"/> Primary <input type="radio"/> Contingent Name _____ Address _____ City _____ State _____ Zip _____ Country: <input type="radio"/> USA <input type="radio"/> Other _____ <input type="radio"/> Check if address same as Accountholder				%
3. <input type="radio"/> Primary <input type="radio"/> Contingent Name _____ Address _____ City _____ State _____ Zip _____ Country: <input type="radio"/> USA <input type="radio"/> Other _____ <input type="radio"/> Check if address same as Accountholder				%
4. <input type="radio"/> Primary <input type="radio"/> Contingent Name _____ Address _____ City _____ State _____ Zip _____ Country: <input type="radio"/> USA <input type="radio"/> Other _____ <input type="radio"/> 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.**

- I do not wish to name an Interested Party at this time.**
- I wish to name the Interested Party shown 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 5 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.

**Name an Interested Party:**

I wish to name the following person or firm as an Interested Party 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.

Representative Name	Rep # <small>(if applicable)</small>	Interested Party Name		
Firm Name		Firm Name		
Representative Address		Interested Party Address		
Representative City	State	Zip	Interested Party City	State      Zip
Representative Phone Number	Representative Fax Number		Interested Party Phone Number	Interested Party Fax Number
Representative Email Address			Interested Party Email Address	

**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 another 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 and agree 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 is held at Horizon Bank and is 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. 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., Custodian 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 accountholder. SDIRA Services reserves the right to change its Fee Schedule at any time with 30-day notice to any affected accountholders.
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. 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





# Self Directed IRA

## SERVICES INC

A subsidiary of Horizon Bank

# IRA Transfer Request

Traditional • Roth • SEP • SIMPLE

For regular mail:  
P.O. Box 685133  
Austin, TX 78768

For overnight delivery:  
600 Congress Avenue, Suite 400  
Austin, TX 78701

Phone:  
866.928.9394  
512.637.5739

Fax:  
512.495.9554

Website:  
www.SDIRAServices.com

For internal use only

### 1 Provide the information about the IRA account from which you wish to transfer.

Your Name (as it appears with your Present Custodian)		Your Social Security Number	
Name of Your Present Custodian		Account Number with Present Custodian #	
Present Custodian's Physical Delivery Address		IRA Type with Present Custodian <input type="radio"/> Traditional <input type="radio"/> SEP <input type="radio"/> Roth <input type="radio"/> SIMPLE	
City	State	Zip	Account Number with SDIRA Services (if known) #
Present Custodian's Phone Number		Type of IRA Transfer <input type="radio"/> IRA Direct Transfer <input type="radio"/> Inherited IRA Transfer <input type="radio"/> Transfer Due to Divorce <input type="radio"/> Spouse Beneficiary Transfer	

### 2 Tell us how you want us to deliver this request to your Present Custodian.

<input type="radio"/> UPS Ground  <small>If no selection is made, this request will be sent by UPS Ground to your Present Custodian.</small>	<input type="radio"/> Overnight by: <input type="checkbox"/> FedEx <input type="checkbox"/> UPS Choose one: <input type="checkbox"/> Self Directed IRA Services, Inc. is authorized to deduct the \$25 overnight fee from the transfer of funds received in my Account. <input type="checkbox"/> Self Directed IRA Services, Inc. is authorized to charge FedEx or UPS account #: _____	<input type="radio"/> Fax to _____ Contact Name _____  <small>This option may ONLY be selected after you verify your Present Custodian will accept a faxed copy and does not require an original signature.</small>
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### 3 Instruct your Present Custodian on how to process this transfer.

<input type="radio"/> <b>Complete Transfer:</b> Transfer all as indicated below and close my IRA account.  Liquidate or re-register all assets as indicated below and transfer cash balance.	<input type="radio"/> <b>Partial Transfer:</b> Transfer only what I have indicated below and keep my IRA account open.  <input type="radio"/> Cash: Select one: <input type="radio"/> All cash available <input type="radio"/> \$ _____ <input type="radio"/> 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"/>			\$

You must attach a copy of your most recent account statement with your Present Custodian to this form.

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**Tell your Present Custodian how to deliver this transfer to us.**

I instruct my Present Custodian to send **Liquid Funds** as indicated below and deduct any necessary fees:

Send by Check via U.S. Mail to:

P.O. Box 685133  
Austin, TX 78768

Send by Check via Overnight Delivery to:

600 Congress Avenue, Suite 400  
Austin, TX 78701

Wire funds to:

Horizon Bank  
600 Congress Avenue, Suite 400  
Austin, TX 78701  
ABA: 111907940

Account Name: SDIRA Services Custodial Account  
Account Number: 4515532

For Further Credit To:

(Client Name) \_\_\_\_\_

IRA # \_\_\_\_\_

Check should be made payable as indicated below.

Self Directed IRA Services, Inc., IRA Custodian

FBO \_\_\_\_\_ IRA # \_\_\_\_\_

I instruct my Present Custodian to reregister assets and send **Asset Reregistration** assignment forms as indicated below:

Send via U.S. Mail

Send by Overnight Delivery

Other \_\_\_\_\_

The correct vesting for all assets should be as follows:

**Self Directed IRA Services, Inc., Custodian**

FBO \_\_\_\_\_ IRA # \_\_\_\_\_

**600 Congress Avenue, Suite 400  
Austin, TX 78701  
Tax ID: 26-2637994**

IRA Type with SDIRA Services:

- Traditional
- Roth
- SEP
- SIMPLE

I instruct my Present Custodian to process **Required Minimum Distribution** or **Life Expectancy Payment** as indicated below:

If age 70½ or over or the beneficiary of an IRA,  
I authorize my Present Custodian to:

- Distribute my RMD or life expectancy payment to me prior to transferring my assets.
- Segregate and retain my RMD or life expectancy payment amount, or
- Include the amount that represents my RMD or life expectancy payment in the transfer.

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**Sign below to authorize this transfer.**

I authorize the transfer of IRA assets 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 to transfer 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 authorize the Present Custodian to send the cash and/or assets noted herein to SDIRA Services as specified. I agree to indemnify and hold harmless both Present Custodian 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 mail), I authorize the deduction of applicable fees from my account. Further, I understand that a transfer from a SIMPLE IRA to a SIMPLE IRA on a more frequent basis than monthly from a Designated Financial Institution, or a change in my transfer request outside my election period, may result in costs or penalties. I understand that special rules apply to SIMPLE IRA to Traditional IRA transfers. I assume responsibility for any tax consequences or penalties that may apply to the transfer of these assets and I agree that the Custodian shall in no way be held responsible.

Please check with your Present Custodian to determine whether they will require a Medallion Signature Guarantee to transfer your account. A signature guarantee can be obtained from your bank or a brokerage firm. If your Present Custodian does not require a signature guarantee, please sign below and send this form to Self Directed IRA Services, Inc. A signature guarantee may not be obtained from a notary public.

**MEDALLION SIGNATURE GUARANTEE**

Sign Here

\_\_\_\_\_  
Accountholder Signature

\_\_\_\_\_  
Date

A Medallion Signature Guarantee Program is approved by the Securities Transfer Association that enables participating financial institutions to guarantee signatures. The Medallion program ensures 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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**Letter of Acceptance by Self Directed IRA Services, Inc.**

Self Directed IRA Services, Inc. hereby accepts appointment as Custodian for the IRA account of the above named individual, and agrees to accept the assets noted herein.  
Accepted by Self Directed IRA Services, Inc. as IRA Custodian

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

\_\_\_\_\_  
Date

# IRA ROLLOVER CERTIFICATION

IRA HOLDER'S NAME AND ADDRESS			IRA TRUSTEE'S OR CUSTODIAN'S NAME AND ADDRESS	
Social Security Number	Date of Birth	Home Phone	IRA Account Identification	Trustee's or Custodian's Phone Number

Please read both pages of this form. Complete Option One or Option Two and the Signatures section.

OPTION ONE	TRADITIONAL IRA OR SIMPLE IRA ROLLOVER REQUIREMENTS
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*To be an eligible rollover, all questions must be answered NO or N/A.*

This rollover should be placed in a  Traditional IRA  SIMPLE IRA.

- 1. TIMELINESS**  
Have more than 60 days elapsed since you received the distribution from the distributing IRA? .....  YES  NO
- 2. RMD ROLLOVER RESTRICTION**  
Does the rollover contribution contain any amounts which constitute a required minimum distribution? .....  YES  NO
- 3. TWELVE MONTH RESTRICTION**  
Did you receive any other distributions from the distributing IRA during the preceding 12 months which you also rolled over? .....  YES  NO  
Have the assets involved in this transaction been previously rolled over from one IRA to another IRA within the past 12 months? .....  YES  NO
- 4. SIMPLE IRA ROLLOVER RESTRICTIONS**  
If a SIMPLE IRA is being rolled over to a Traditional IRA, did you first begin participating in a SIMPLE IRA plan sponsored by your employer less than two years ago? .....  YES  NO  N/A

OPTION TWO	EMPLOYER-SPONSORED RETIREMENT PLAN TO TRADITIONAL IRA ROLLOVER REQUIREMENTS
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- 1. ELIGIBLE PERSON (Select one.)**  
Your status in the plan from which you received the funds or property intended for rollover is as follows.  
 Plan Participant                       Surviving Spouse Beneficiary                       Nonspouse Beneficiary of Plan Participant  
 Alternate Payee of Qualified Domestic Relations Order                      *(If this is a rollover to an inherited IRA, it must be a direct rollover.)*
- 2. ELIGIBLE PLAN (Select one.)**  
You received the distribution you are rolling over from the following type of plan.  
 Qualified Retirement Plan (IRC Sec. 401(a))       Tax-Sheltered Annuity Plan (IRC Sec. 403(b))       Annuity Plan (IRC Sec. 403(a))  
 Deferred Compensation Plan (IRC Sec. 457(b)) maintained by a governmental employer
- 3. ELIGIBLE ROLLOVER DEPOSIT (To be an eligible rollover, all questions must be answered NO.)**  
 Does the rollover contribution contain any amounts which constitute a required minimum distribution? .....  YES  NO  
 Is the distribution which is being rolled over part of a series of substantially equal periodic payments? .....  YES  NO  
 Does the rollover contribution contain any amounts which are eligible for the death benefit exclusion (i.e., death before August 21, 1996)? .....  YES  NO  
 Does the rollover contribution include any nontaxable amounts attributable to the purchase of life insurance under the distributing plan (i.e., P.S. 58 costs)? .....  YES  NO  
 Does the rollover contribution include any funds or property other than the funds or property you received from the distributing plan (and/or proceeds from the sale of distributed property)? .....  YES  NO  
 Does the rollover contribution include any amounts which constitute a distribution due to hardship? .....  YES  NO  
 Does the rollover contribution include any Roth 401(k) or Roth 403(b) plan elective deferrals? .....  YES  NO
- 4. TIMELINESS**  
Have more than 60 days elapsed since you received the distribution from the distributing plan? .....  YES  NO

SIGNATURES
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I have read and understand the rollover rules and conditions on both pages of this form and I have met the requirements for making an IRA rollover. Due to the important tax consequences of rolling over funds or property to an IRA, I have been advised to see a tax professional. All information provided by me is true and correct and may be relied on by the Trustee or Custodian. I assume full responsibility for this rollover transaction and will not hold the Trustee or Custodian liable for any adverse consequences that may result. I hereby irrevocably designate this contribution of \$ \_\_\_\_\_ in cash and/or property as a rollover contribution.

_____	_____
(IRA Holder or Inherited IRA Holder)	(Date)
_____	_____
(Witness)	(Date)