



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

1. PERSONAL INFORMATION (*required field)

Should Forge Trust Co. need to contact you in regards to this request, your preferred method of contact is:

Email

Primary Phone

First Name*	Middle Name	Last Name*
Account Number*	Social Security Number* (last 4 digits)	Date of Birth* (MM/DD/YYYY)
Phone* XXX-XXX-XXXX	Email (Your personal email only)	

2. OPERATING AGREEMENT PREPARER & TRANSACTION REVIEWER INFORMATION (required)

Name of IRA LLC

The Operating Agreement preparer must be an attorney or a facilitator company whose standard documents have been reviewed by legal counsel. Operating Agreements prepared by the IRA Participant, an accountant, or websites such as LegalZoom.com or BizFilings.com are not acceptable.

Name of Preparer	Street Address	Phone XXX-XXX-XXXX
Firm Name (if applicable)	City, State, Zip	Fax XXX-XXX-XXXX or Email

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

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

Name of Transaction Reviewer	Street Address	Phone XXX-XXX-XXXX
Firm Name (if applicable)	City, State, Zip	Fax XXX-XXX-XXXX or Email

3. GENERAL ACKNOWLEDGMENT AND AGREEMENT

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

4. VALUATION

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

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

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

Prohibited transactions generally include the following transactions:

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

A disqualified person is any of the following:

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

6. GENERAL ACKNOWLEDGMENT AND AGREEMENT

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

Signature of Participant

X

Date (MM/DD/YYYY)

Please sign and submit additional documents as required.

DELIVERY INSTRUCTIONS

For Investments:

Fax (650) 745-2929

Email investments@ForgeTrust.com

For Transfers:

Fax (650) 745-2907

Email transfers-in@ForgeTrust.com

Regular mail

Forge Trust Co.

PO Box 7080

San Carlos, CA 94070-7080

Overnight mail

Forge Trust Co.

1160 Industrial Road, Suite 1

San Carlos, CA 94070-4128

Contact Center: (800) 248-8447 | www.ForgeTrust.com

1. OVERVIEW

IRA Limited Liability Companies are allowed within an Individual Retirement Account (Traditional or Roth) provided that they conform to the rules and requirements of the Internal Revenue Service. Overall, it is important to remember that all activities within your IRA LLC must conform to the regulations relating to IRAs and specifically to the rules regarding Prohibited Transactions (see Section 5). In addition to the legal requirements regarding this class of asset, Forge Trust Co. has a set of requirements that investors must adhere to in order for Forge Trust Co. to accept an IRA LLC within an IRA for which Forge Trust Co. serves as the custodian. Forge Trust Co. will not accept LLCs which are operating companies.

2. ESTABLISHING THE LLC

Operating Agreement

- The agreement must be prepared by an attorney or by a facilitator company whose standard documents have been reviewed by legal counsel
- The agreement must include language regarding Prohibited Transactions as defined by IRC Section 4975
- The agreement must include language regarding the potential or the avoidance of Unrelated Business Taxable Income (UBTI) and, if incurred, that the manager will complete and ensure the timely filing of all relevant tax returns to the IRS and state authorities
- The agreement must include language regarding additional capital contribution(s) and whether they are allowed or disallowed; if allowed, the attorney should state in the agreement that: "Subsequent investments by the single member are permitted and do not create a prohibited transaction under IRC Section 4975"
- The agreement must name the participant as a member in this form: Forge Trust Co., Custodian FBO [Participant Name]
- The agreement must provide a signature line(s) for Forge Trust Co. to sign on behalf of the participant/member
- The agreement must name a manager and provide contact information for Forge Trust Co.
- The participant may act as the manager; the manager must sign the Operating Agreement; Forge Trust Co. will sign on behalf of the member

Banking Account

- The LLC must establish a banking account at a bank, credit union, savings bank or brokerage in the name of the LLC in order for funds to be provided to the LLC from the IRA

Legal Entity/Tax Identification

- You must provide a copy of the state-issued LLC formation document (such as the Articles of Organization or Certificate of Formation) showing the entity name
- You must provide a copy of the Internal Revenue Service Tax Identification Number (TIN) confirmation

IRA LLC Agreement

- You must complete and submit the Forge Trust Co. *IRA LLC AGREEMENT* form

3. VALUATIONS

You must provide an annual valuation of your LLC to Forge Trust Co. Complete and submit the *IRA LLC VALUATION* form only if you do not have internet access or if you are 72 or older. As a courtesy, Forge Trust Co. will contact you during the last calendar quarter of each year to request an updated fair market value.

We may require a valuation at the time of any taxable distribution, such as a Roth conversion, investor distribution or required minimum distribution. The valuation must be certified by a licensed professional (CPA, Accountant, Appraiser, Tax Advisor, Financial Advisor, etc.) and the *IRA LLC VALUATION* form must be signed by them. You cannot certify your own valuation.

4. LLC DISSOLUTION

If you decide to dissolve your IRA LLC, you must provide the following:

- State issued dissolution/termination certification
- Bank statement showing the balance, to be returned to your IRA (you must deliver the funds via check or wire transfer)
- Final valuation of the LLC; please complete the *IRA LLC VALUATION* form
- List of other assets to be transferred back to your IRA (provide proper re-registration documents, completed In-Kind Investment or Exchange Request form)
- If there is a loss in the LLC, submit a written statement declaring what caused the loss (attach proof of the loss for review)

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

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

Prohibited transactions include, but are not limited to, the following transactions:

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

A disqualified person is any of the following:

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