

I. Your Information				
First Name	MI	Last Name		
Address 1				
Address 2				
City	State	Zip	Email	
Home Phone	Work/Cell	Date of Birth	Social Security#	
Account Type (check one) <input type="checkbox"/> Traditional IRA <input type="checkbox"/> SEP <input type="checkbox"/> SIMPLE <input type="checkbox"/> Roth				

II. Contribution Information				
Amount 1	Tax Year 1	Amount 2	Tax Year 2	Use this section to denote any annual contributions that are being made with this application. You can supply contribution information for last year and this year. Note, that last year contributions must be before April 15th of the current year.

III. Beneficiary Designations						
<p>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.</p>						
No.	Beneficiary Name/Address	Date of Birth	Social Security	Relationship	Primary or Contingent	Share%
1					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	
2					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	
3					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	
4					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	
5					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	

IV. Spousal Consent
<p><i>This section should be reviewed if either the trust or the residence of the IRA holder is located in a community or marital property state and the IRA holder 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.</i></p>
<p>CURRENT MARITAL STATUS</p> <p><input type="checkbox"/> I Am Not Married – I understand that if I become married in the future, I must complete a new IRA Designation of Beneficiary form.</p> <p><input type="checkbox"/> I Am Married – I understand that if I choose to designate a primary beneficiary other than my spouse, my spouse must sign below.</p>
<p>CONSENT OF SPOUSE</p> <p>I am the spouse of the above-named IRA holder. 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.</p> <p>I hereby give the IRA holder 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 the Custodian or TPA.</p>
<p>_____ (Signature of spouse)</p> <p style="margin-left: 200px;">_____ Date</p>

V. Appointment of Custodian and Third Party Administrator

I hereby appoint American Estate & Trust, LC to act as the Custodian of my account (“Custodian”) and Accuplan Benefits Services to act as the Third-Party Administrator of my account (“TPA” or “Administrator”). This IRA Account Application and Individual Retirement Custodial Account Agreement (collectively the “Agreement”) comprise my total agreement, and govern all aspects of my relationship, with the Custodian and the TPA. I acknowledge and agree that the TPA is independent of the Custodian and is not empowered or authorized to obligate or bind the Custodian. Additionally, nothing in this Agreement shall be construed to render the TPA an employee, partner, agent of, or joint venturer with, the Custodian. The Custodian shall not be responsible or liable under any circumstances for any representations or statements made by the TPA.

VI. Other Provisions

Privacy Notice

The Custodian and TPA value your privacy. Nonpublic information collected from you will be protected. Personal information submitted to the Custodian or TPA for the creation of a retirement plan account is protected by professional ethics and fiduciary rules and by this privacy policy. Client information is not disseminated to anyone outside the Custodian’s or TPA’s home offices or to any party which is not legally related to the Custodian or TPA, and in any case, no unauthorized party will receive your information except as is necessary in the normal course of filling your order. Under federal law we may share information with certain providers that process and/or service your account but only when such providers have agreed to uphold the Custodian’s and TPA’s privacy policy. No client information is online or otherwise available to any party outside of the Custodian or TPA. No client information is sold, rented, or traded. Current and past client information may be obtained from the Custodian or TPA only by: the respective client, a proper court order, or a proper governmental demand. Access to your non-public personal information is restricted to employees on a need-to-know basis. The Custodian and TPA maintain physical, electronic, and procedural guidelines that comply with federal standards to guard your non-public personal information. The Custodian and TPA reserve the right to amend this privacy notice as required. You will be notified in advance of any modifications.

Legal and Tax Advice

I expressly acknowledge and agree that federal, state and local laws and regulations with respect to retirement plans may be modified or amended from time to time and thereby affect the legal or tax status of my account and/or the operation of it. By signing this Agreement, I declare that I, with or without assistance from my own independent advisors, will assume sole responsibility for all legal and tax consequences arising from my account transactions, including all contributions, investments, and distributions and that I have sole responsibility for ensuring my actions will comply with all laws, regulations and guidelines. I declare that I am authorized to establish this account and to make investment decisions therein. I also declare that the Custodian and TPA have not, and will not, provide legal or tax advice, representations, guarantees or warranties with respect to the applicability of laws, regulations or guidelines to my particular situation. I further acknowledge and agree that the Custodian and TPA are not responsible for any legal, accounting, financial, tax, investment, actuarial or any other such professional services and/or advice rendered to me by any other persons or entities and that the Custodian and TPA do not provide and have not provided legal, accounting, financial, tax, investment or actuarial advice or opinions on any specific facts or circumstances of mine. Although the Custodian’s and/or TPA’s employees may discuss generically the rules pertaining to retirement plans, and certain publications and materials may be provided on some topics, such is provided for general informational, illustrative and educational purposes only. If professional assistance is required, I am advised to seek the services of a competent professional. It is my sole responsibility to use independent counsel to verify any representations, claims, or discussions made by the Custodian and/or TPA and to determine for me the appropriateness and proper ongoing operation of my retirement plan account.

Backup Withholding

The Internal Revenue Service requires your consent to the following certification regarding backup withholding. Under penalties of perjury, by signing this Agreement, I hereby declare and certify:

- (A) that I have provided you with my correct Social Security or Tax I.D. Number; and
- (B) that I am not subject to backup withholding because:
 - 1) I am exempt from backup withholding; or
 - 2) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or
 - 3) the IRS has notified me that I am no longer subject to backup withholding.

Note: If you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return, then you are required to cross through statement (B) above and initial next to it.

UBIT and UDFI

I understand that if my IRA funds are invested in certain assets, there could be special tax consequences. UBIT (Unrelated Business Income Tax) applies to IRA investments in active businesses. For example, if I invest my IRA in a limited partnership that incurs taxable active income for its partners, then the allocation of income that passes through to my IRA would be subject to UBIT (which is taxed at trust tax rates – currently less favorable than corporate rates). There are exemptions from UBIT for certain passive investments such as dividends, royalties, interest, and real property rent. Thus, if my IRA invested in a C-corporation that issued dividends to its stockholders, my IRA would not have to pay UBIT on those dividends (because the corporation is already paying its taxes at the entity level). I also understand that my IRA is expected to invest in long-term passive investments for my retirement and cannot run a business itself, so there could be problems if my IRA is too active in its activities (such as flipping houses). Active enterprises need to be run in an entity outside the plan. UDFI (Unrelated Debt-Financed Income) applies to passive investments that utilize debt financing. For example, if my IRA purchases tax lien certificates and borrows 50% of the purchase price, then approximately half of my IRA’s first year’s revenues would be subject to UDFI taxation. As the debt is paid down, the UDFI fraction is reduced. Qualified plans (but not IRAs) may be exempt from UDFI if the debt is used to purchase real property. I understand that it is important to examine potential UBIT and UDFI consequences when engaging in self-directed IRA investments. I understand and declare that neither the Custodian nor the TPA can or will provide tax advice for my particular situation and that I will consult a competent, independent advisor if these issues may apply to my investment choices.

Pre-Acceptance Liability for Transfers and Rollovers

When I am transferring or rolling over assets from a prior custodian or plan administrator/trustee, I agree that neither the Custodian nor the TPA shall be liable in any manner for actions or omissions by the prior custodian or plan administrator/trustee and that responsibility for custodial or administration duties shall not apply to the Custodian or TPA until after the Custodian has received and accepted the full transfer or rollover. The Custodian and TPA have no responsibility or duty to inquire into or take action related to acts or omissions by the prior custodian or plan administrator/trustee.

Investment Directions and Investment Processing Delays

I understand that I will need to provide the TPA with written investment directions for any investment I wish to make. The TPA will forward the directions to the Custodian which will implement them in the manner detailed in this Agreement. I will contact only the TPA with any questions or concerns I might have regarding my account administration or investments. I further understand that, due to the time necessary for processing this Application and receiving cleared fund deposits and/or receiving rollovers from prior custodians and administrators, there can be a significant reasonable delay between: (a) the date I initiate this Application; and (b) the date when an investment is executed by the Custodian. I agree that the Custodian and TPA are not responsible or liable in any manner for any losses or opportunity costs associated with such delays. Lack of planning on my part does not constitute an emergency on the part of the Custodian or TPA and I understand that the Custodian and TPA are not obligated to rush through any administrative or custodial processes to meet my personal deadlines. The Custodian or TPA may offer expedited services for a fee but neither is ever obligated to do so. In the event an expedited service is requested and paid for, the Custodian and TPA shall make best efforts to expedite the processes involved but cannot guarantee they will be able to meet my requested deadlines. It is solely my responsibility to initiate this Application (including provision of necessary documentation), deposit contributions and/or initiate rollover requests, and provide investment directions, etc. with sufficient lead time so as to meet my desired investment timing.

Litigation and/or Dispute Resolution Expenses

If the Custodian and/or TPA is named as a party to a third-party claim relating to my account or investments, I hereby authorize the Custodian and/or TPA, respectively, to: (a) have sole discretion in choosing their own attorneys and other professionals to assist with litigation or other dispute resolution processes and (b) deduct from my account any amount necessary to pay such costs and expenses related to the litigation or dispute resolution processes, including, but not limited to, all attorneys' fees and costs incurred by the Custodian and/or TPA, respectively, in the defense of such claim. If there is insufficient Uninvested Cash in my account, I will promptly reimburse the Custodian and/or TPA, respectively, any remaining costs and expenses in such defense of the claim. If I fail to provide such reimbursement, then the Custodian and/or TPA is authorized to freeze and liquidate my investments and/or initiate legal action so as to obtain full reimbursement for any such costs and expenses. I also agree to hold the Custodian and TPA harmless for any default, surrender charges, or other losses or penalties due to any liquidation of my account assets in execution of this provision. For purposes of this paragraph, the terms Custodian and TPA include American Estate & Trust, LC and Accuplan Benefits Services, respectively, as well as their employees, agents, licensees, franchisees, affiliates, joint ventures, assigns and/or business partners.

Fraudulent Transfers

I hereby state and declare that the account being considered under this Agreement will not be used to hinder, delay or defraud any existing creditors or governmental agencies that have a legal claim or interest in my assets, or to hinder, delay or defraud creditors or governmental agencies that I could reasonably expect to have a current or future claim. I further state and declare that I intend to repay all existing creditors and otherwise retain the means to discharge all my debts as they come due.

Prohibited Transactions

I understand that: (a) both ERISA and IRS rules prohibit certain transactions between a retirement plan, including my IRA, and "disqualified persons"; (b) as the owner of a self-directed IRA, I am a disqualified person; (c) certain relatives and entities in which I (or such relatives) have a significant ownership interest, are likewise disqualified persons; (d) the purpose of the rules is to prevent self-dealing and to minimize conflicts of interest that could adversely affect my IRA; (e) ERISA §§ 406-408 and Internal Revenue Code § 4975 detail these rules; (f) other regulations and notices issued by the DOL and IRS further refine and explain the rules; and (g) since my plan account is self-directed, it may be possible for me to direct my IRA to purchase nontraditional assets with IRA funds and that some of these transactions could violate the rules. Examples: using my IRA funds to purchase a property that I (or certain related parties) already own; having my IRA purchase an investment property and then renting it to my child (even at fair market rent); receiving compensation from an entity in which my IRA has a significant ownership; allowing myself or a relative to provide sweat equity labor or other services to a business significantly owned by my IRA; personally guaranteeing a loan made by my IRA; etc.. I further understand that it is very important to examine these rules before investing or otherwise interacting with my IRA assets. I understand and declare that the Custodian and/or TPA may provide me with some general guidance in this area but that does not substitute for legal or tax advice. I know I must consult my own independent advisor when deciding how to invest my IRA assets.

Severability

If any provision of this Application is found to be illegal, invalid, void or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

I acknowledge receipt of the enclosed Disclosure Statement and Fee Schedule. I declare that I have examined all these documents, including accompanying information, and to the best of my knowledge and belief, they are true, correct, and complete. I agree to abide by the terms of those documents and this Application and Agreement as currently in effect or as they may be amended from time to time.

Account Owner's Signature: _____ Date: _____