

SINGLE MEMBER LLC CUSTODY REQUEST

Effective 11/01/2023

Community National Bank (CNB) does not endorse, recommend, or evaluate the prudence, merit, viability, or suitability of any investment product. The information requested below is solely for administrative purposes.

In addition to completing this form you will need to provide a copy of the operating agreement for the LLC. Additional information may be necessary to determine the administrative feasibility of accepting this LLC for custody.

Please Note: Generally, an LLC created for a retirement account should include language regarding "prohibited transactions" and "individual retirement accounts" per Internal Revenue Code Sections 4975 and 408.

LLC Tax ID #		
City ST Zip		
2. ADDITIONAL MANAGER (IF APPLICABLE)		
Name:		
4. INCOME FREQUENCY (APPROXIMATE)		
Monthly Quarterly Semi-Annually Annually Based on LLC's Performance Other		
Are there any current/pending criminal, civil, or administrative proceedings against the company, principal, key employees, or affiliates of the LLC? — Yes (Attach a summary to this request) — No		

6. CERTIFICATION & INDEMNIFICATION

I, the Account Owner and/or LLC Manager of the above-named LLC hereby agree to the following on behalf of the LLC:

- 1. I understand that if I engage in a prohibited transaction as described in IRC Section 4975 with respect to my IRA at any time during the year, the IRA will be disqualified, and all of the IRA assets will be treated as distributed at their fair market value as of the first day of the year. I understand that I must include the fair market value of the IRA in gross income for the tax year and if the total of those fair market values is more than the basis in my IRA, I could have a taxable gain that will need to be included in my income for the year. I understand that if I am under age 59 1/2, a 10% penalty on early distributions may apply.
- 2. The purchase, sale, or transfer of the LLC listed above does not create a prohibited transaction under Internal Revenue Code (IRC) Section 4975 or any applicable federal, state, or local laws with respect to my IRA.

- 3. I understand that I am solely responsible for making certain that the investment was not formed and will not operate in a way that currently or may in the future lead to a prohibited transaction under IRC Section 4975. I acknowledge that CNB is not responsible for the creation of this LLC, nor do I hold them responsible for any tax implications that may arise due to the establishment and/or use of this LLC within my CNB account.
- 4. I agree to indemnify, defend, pay, and hold Community National Bank and its respective officers, directors, shareholders, and employees harmless without limitation against any claims, damages, liability, penalties, fines, actions, expenses (including reasonable attorney's fees) and losses associated with my ownership of this investment.
- 5. Any IRA asset will not be commingled with other property except in a common trust fund or common investment fund as required under Section 408 of the Internal Revenue Code. I understand that I cannot be in constructive or actual receipt of the IRA assets without tax consequences.
- 6. I understand that funding for the LLC will come from my account held at CNB. If I request a distribution, the funds held in the LLC will be sent to my account at CNB for disbursement and not taken from the LLC personally.
- 7. I understand that if the LLC needs to request a loan, it must be a non-recourse loan.
- 8. I confirm that the sole member of the LLC will be Community National Bank as Custodian FBO: "Account Owner" and the LLC will be registered in the following format and appropriate confirmation will be mailed to:

Community National Bank, Custodian FBO (Account Owner name) (IRA type) (Account #) PO Box 225 - 225 Main Street Seneca, KS 66538 Tax ID # 48-0976372

- 9. The LLC Manager will not accept any change of registration request, change of registered owner address, including dividend payment address, without CNB's authorization.
- 10. The Manager will provide written confirmation of the purchase to CNB including LLC certificates or other type of document used by the issuer to establish ownership.
- 11. I agree to provide CNB an estimated market value no less than annually. If I fail to do so in a timely manner, I understand CNB may utilize the last known value, the inventory value (as determined by CNB), or other valuation CNB deems appropriate.
- 12. I confirm that, if applicable, I am aware that the investment may generate Unrelated Business Taxable Income (UBTI).
- 13. I confirm that the LLC is duly organized and in good standing.
- 14. To the extent required by law, the Manager will notify CNB and the IRA owner of any change in the status of the LLC, including but not limited to, dissolution, bankruptcy, change of name, address, etc. either through direct mailings or SEC filings.
- 15. To the extent required by law, the Manager will notify CNB if the LLC is currently or becomes subject to a) any regulatory investigation in excess of routine exams, and/or b) any litigation that could have a material adverse effect on operations.

7. SIGNATURE	
Note: Must be signed by the CNB account owner and the Manager of the LLC.	
Signature of CNB Account Owner:	Date:
Printed Name:	
Signature of Manager(s): Only Required if Different than CNB Account Owner	Date:
Printed Name:	