



Important Instructions for Completing this Form

- Please complete this form, sign it, and return it to Midland IRA. You can either complete it online or print a copy and fill it out by hand.
- If you are opening a new account, be sure to enclose any accompanying materials (e.g., transfer form or a check for an initial deposit) when you return the form.
- If you have questions, call us at 1-877-944-5472

Return Instructions

Return the signed, completed form to the nearest Midland IRA branch below:

Fort Myers, FL.

Regular Mail

Midland IRA, Inc.
PO Box 07520
Fort Myers, FL 33919

Overnight Mail

Midland IRA, Inc.
1520 Royal Palm Sq. Blvd.
Suite 320
Fort Myers, FL 33919

Chicago, IL.

Regular Mail

Midland IRA, Inc.
PO Box 2418
Chicago, IL 60690

Overnight Mail

Midland IRA, Inc.
135 S. LaSalle St.
Suite 2150
Chicago, IL 60603

You can also upload, fax, or email the forms (keep in mind, some custodians might require original transfer forms. We will contact you if an original is needed).



- **Email:** Mail@MidlandIRA.com
- **Upload:** MidlandIRA.com/Upload
- **Fax:** (239) 466-5496

Thank you for choosing Midland IRA and Welcome! To open your self-directed account, please submit the following to either office:

IMPORTANT NOTICE

Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. We require that you provide your name, date of birth, taxpayer ID, address and ID information in Section 1 below. During the account opening process, we may ask for additional documentation such as a copy of your driver's license or other identifying documents.

1 PERSONAL INFORMATION

Legal Name (Required) <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr. _____		Date of Birth (MM/DD/YYYY)	Social Security Number
Legal Address (Required)		City, State, Zip	
Mailing Address (Optional)		City, State, Zip	
Primary Phone	Fax	Mobile	Email Address
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married (see Consent of Spouse) <input type="checkbox"/> Widowed or Divorced			Occupation
ID Type <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other		ID Number	Issued by
			Expiration Date

2 NOTIFICATIONS

Would you like to review your statements online? <input type="checkbox"/> Yes <input type="checkbox"/> No	Would you like to receive paper statements? \$5 fee per statement <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please specify frequency:</i> <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	How did you hear about us? <input type="checkbox"/> Radio <input type="checkbox"/> TV <input type="checkbox"/> Article <input type="checkbox"/> Advertisement <input type="checkbox"/> Internet <input type="checkbox"/> Other _____ <input type="checkbox"/> Referred by _____
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3 ACCOUNT TYPE

Please select one:

<input type="checkbox"/> Traditional IRA	<input type="checkbox"/> SEP IRA (please attach employer plan documents) Employer Name: _____	<input type="checkbox"/> SIMPLE IRA (please attach employer plan documents) Employer Name: _____
<input type="checkbox"/> Roth IRA		
<input type="checkbox"/> Inherited IRA Check one: <input type="checkbox"/> Trad <input type="checkbox"/> Roth IRA Inherited From: _____	<input type="checkbox"/> Health Savings Account Check one: <input type="checkbox"/> Self-only coverage <input type="checkbox"/> Family coverage	

4 ACCOUNT FUNDING (Check all that apply)

<input type="checkbox"/> Annual Contribution Year contribution for: _____	<input type="checkbox"/> Transfer Contribution Transfer from existing IRA or Employer Sponsored Plan.	<input type="checkbox"/> Rollover Contribution Take receipt of the assets for up to 60 days before reinvesting in a new retirement plan.	<input type="checkbox"/> Direct Rollover Contribution Rollover from Employer Sponsored Plan.
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Signature: _____

Date: _____

5 BENEFICIARIES

- Please designate at least one Primary beneficiary.
- If beneficiary is a Trust, please supply copy of Trust.

 Select Beneficiary Type: Primary Contingent

Name	Social Security Number	Relationship	Date of Birth	Share %
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Address	City	State	Zip
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 Select Beneficiary Type: Primary Contingent

Name	Social Security Number	Relationship	Date of Birth	Share %
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Address	City	State	Zip
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 Select Beneficiary Type: Primary Contingent

Name	Social Security Number	Relationship	Date of Birth	Share %
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Address	City	State	Zip
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 Select Beneficiary Type: Primary Contingent

Name	Social Security Number	Relationship	Date of Birth	Share %
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Address	City	State	Zip
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Account Owner Signature

In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If the Primary or Contingent Beneficiary box is not checked for a beneficiary, the beneficiary will be deemed to be a Primary Beneficiary. If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If I named a beneficiary which is a Trust, I understand I must provide certain information concerning such Trust to the Custodian.

I understand that I may change or add beneficiaries at any time by completing and delivering the proper form to the Administrator.

Signature of Participant: _____ Date: _____

Spousal Consent *(only required if your spouse is not the primary beneficiary - see note below).*

The consent of spouse must be signed only if all of the following conditions are present:

- Your spouse is living;
- Your spouse is not the sole primary beneficiary name and;
- You and your spouse are residents of a community property state (such as AZ, CA, LA, ID, NV, NM, TX, WA or WI).

I am the spouse of the account holder listed above. I hereby certify that I have reviewed the *Designation of Beneficiary* form and I understand that I have a property interest in the account. I hereby acknowledge and consent to the above Designation of beneficiary other than or in addition to, myself as primary beneficiary. I further acknowledge that I am waiving part or all of my rights to receive benefits under this plan when my spouse dies.

I, _____ hereby consent to the above Beneficiary designation.

Spouse Signature: _____ Date: _____

6 SIGNATURE AND ACKNOWLEDGEMENT

Custodian and Administrator: The Custodian for my account will be **Mainstar Trust** and the Administrator for my account will be **Midland IRA**. I understand that the Custodian and the Administrator may resign by giving me written notice at least 30 days prior to the effective date of such resignation. I understand that if I fail to notify the Administrator of the appointment of a successor trustee or custodian within such 30 day period, then the assets held by the Custodian in my account (whether in cash or personal or real property, wherever located, and regardless of value) will be distributed to me, outright and free of trust, and I will be wholly responsible for the tax consequences of such distribution.

No Tax, Legal or Investment Advice: I acknowledge and agree that the Custodian and the Administrator do not provide or assume responsibility for any tax, legal or investment advice with respect to the investments and assets in my account, and will not be liable for any loss which results from my exercise of control over my account. I understand that my account is self-directed, and I take complete responsibility for any investments I choose for my account. I further understand and agree that neither the Custodian nor the Administrator sells or endorses any investment products. If the services of the Custodian and the Administrator were marketed, suggested or otherwise recommended by any person or entity, such as a financial representative or investment promoter, I understand that such persons are not in any way agents, employees, representatives, affiliates, partners, independent contractors, consultants, or subsidiaries of the Custodian or the Administrator, and that the Custodian and Administrator are not responsible for and are not bound by any statements, representations, warranties or agreements made by any such person or entity. I agree to consult with my own CPA, attorney, financial planner, or other professional prior to directing the Administrator to make any investment in my account.

Prohibited Transactions: I understand that my account is subject to the provisions of Internal Revenue Code (IRC) Section 4975, which defines certain prohibited transactions. I acknowledge and agree that neither the Custodian nor the Administrator will make any determination as to whether any transaction or investment in my account is prohibited under sections 4975, 408(e) or 408A, or under any other state or federal law. I accept full responsibility to ensure that none of the investments in my account will constitute a prohibited transaction and that the investments in my account comply with all applicable federal and state laws, regulations and requirements.

Unrelated Business Income Tax: I understand that my account is subject to the provisions of IRC Sections 511-514 relating to Unrelated Business Taxable Income (UBTI) of tax-exempt organizations. I agree that if I direct the Administrator to make an investment in my account which generates UBTI, I will be responsible for preparing or having prepared the required IRS Form 990-T tax return, an application for an Employer Identification Number (EIN) for my account, and any other documents that may be required, and to submit them to the Administrator for filing with the Internal Revenue Service at least ten (10) days prior to the date on which the return is due, along with an appropriate directive authorizing the Administrator to execute the forms on behalf of my account and to pay the applicable tax from the assets in my account. I understand that the Custodian and the Administrator do not make any determination of whether or not investments in my account generate UBTI; have no duty to do and do not monitor whether or not my account has incurred UBTI; and do not prepare Form 990-T on behalf of my account.

Valuations: I understand that the assets in my account are required to be valued annually at the end of each calendar year in accordance with IRC Section 408(i) or 223(h) and other guidance provided by the IRS, and that the total value of my account will be reported to the IRS on Form 5498 each year. I agree to provide the year end value of any illiquid and/or non-publicly traded investments, which may include without limitation limited partnerships, limited liability companies, privately held stock, real estate investment trusts, hedge funds, real estate, secured and unsecured promissory notes, and any other investments as the Custodian shall designate, by no later than January 10th of each year, with substantiation attached to support the value provided. I agree to indemnify and hold harmless the Custodian and the Administrator from any and all losses, expenses, settlements, or claims with regard to investment decisions, distribution values, tax reporting or any other financial impact or consequence relating to or arising from the valuation of assets in my account.

Indemnification: I agree that the Custodian and the Administrator have no duty other than to follow my written instructions, and will be under no duty to question my instructions and will not be liable for any investment losses sustained by me or my account under any circumstances. I understand that the Custodian and the Administrator are acting only as my agent, and nothing will be construed as conferring fiduciary status on the Custodian or the Administrator.

I agree to indemnify and hold harmless the Custodian and the Administrator from any and all claims, damages, liability, actions, costs, expenses (including reasonable attorneys' fees) and any loss to my account as a result of any action taken (or omitted to be taken) pursuant to and/or in connection with any investment transaction directed by me or my investment advisor or resulting from serving as the Custodian or the Administrator, including, without limitation, claims, damages, liability, actions and losses asserted by me.

Electronic Communications, Signatures, and Records: I acknowledge and agree that my account will be subject to the provisions of the Uniform Electronic Transactions Act, as passed in the state where the Custodian is organized (Kansas Statutes Annotated (KSA) Sections 16-601 et seq.), and the federal Electronic Signature in Global and National Commerce Act (ESIGN Act, as contained in 15 U.S.C. 7001), as those laws pertain to electronic communication, electronic signatures, and electronic storage of Custodial Account records.

I understand that, in lieu of the retention of the original records, the Administrator and Custodian may cause any, or all, of their records, and records at any time in their custody, to be photographed or otherwise reproduced to permanent form, and any such photograph or reproduction shall have the same force and effect as the original thereof and may be admitted in evidence equally with the original if permitted by law.

Responsibility for determining eligibility and tax consequences: I assume complete responsibility for 1) determining that I am eligible to make a contribution to my account; 2) ensuring that all contributions I make are within the limits set forth by the relevant sections of the Internal Revenue Code; and 3) the tax consequences of any contribution (including a rollover contribution) and distributions.

No FDIC Insurance for Investments: I recognize that investments purchased and/or held within my account: 1) are not insured by the Federal Deposit Insurance Corporation (FDIC); 2) are not a deposit or other obligation of, or guaranteed by, either the Custodian or the Administrator; and 3) are subject to investment risks, including possible loss of the principal amount invested.

Our Privacy Policy: You have chosen to do business with the Custodian and the Administrator. As our client, the privacy of your personal non-public information is very important. We value our customer relationships and we want you to understand the protections we provide in regard to your accounts with us.

Information We May Collect: We collect non-public personal information about you from the following sources to conduct business with you:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, or others;

Non-public personal information is non-public information about you that we may obtain in connection with providing financial products or services to you. This could include information you give us from account applications, account balances, and account history.

Information We May Share: We do not sell or disclose any non-public information about you to anyone, except as permitted by law or as specifically authorized by you. We do not share non-public personal information with our affiliates or other providers without prior approval by you. Federal law allows us to share information with providers that process and service your accounts. All providers of services in connection with the Custodian and Administrator have agreed to the Custodian's and the Administrator's confidentiality and security policies. If you decide to close your account or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

Confidentiality and Security: We restrict access to non-public personal information to those employees who need to know that information to provide products and services to you. We maintain physical, electronic, and procedural guidelines that comply with federal standards to guard your non-public personal information. The Custodian and the Administrator reserve the right to revise this notice and will notify you of any changes in advance.

If you have any questions regarding this policy, please contact us at the address and or telephone number listed on this Adoption Agreement.

Integration: This IRA Application and the 5305 Custodial Agreement and Disclosure Statement encompass the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings between the parties, whether written or oral, with respect thereto. The parties hereby acknowledge and agree that they have not relied on any representation, assertion, guarantee, warranty, other contract or other assurance, except as set forth herein, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. This Agreement may only be amended by a written document duly executed by all parties.

**THIS IS A CONTRACTUAL AGREEMENT.
DO NOT SIGN UNTIL YOU HAVE READ THIS APPLICATION
AND THE CUSTODIAL AGREEMENT CAREFULLY.**

IRA Holder Signature: _____

Print Name: _____ **Date:** _____

Account Acceptance - Office Use Only

Custodian (or Authorized Representative) Signature: _____

Print Name: _____ **Date:** _____



STANDARD FUTURES/FOREX FEES

Account Setup:	\$50 One-Time
Annual Asset Fee:	\$295
Processing Fee:	\$50 per Trading Account Funding/Deposit \$25 per Trading Account Withdrawal (\$50 if submitted manually via paper request) Includes funds delivery via Wire Transfer
Cash Distributions:	No distribution fee, if submitted online or if recurring. \$5 ACH/Check fee will apply. (\$25 each, if submitted manually by paper form)
Partial Transfer Out:	\$50 per Outgoing IRA-to-IRA Transfer
Full Termination:	\$150 if account held for 2+ years; \$200 for 1-2 years; \$250 if under 1 year

SPECIAL SERVICES

Overnight Mail, Official Check, Returned Deposit, Stop Payment, Credit Card/ACH Return:	\$30 per occurrence
Same-Day Rush Transaction: Documents must be in good order and received by 11 am Eastern Time:	\$100
Paper Mailed Account Statements:	\$5 per mailed account statement (Quarterly e-statements included at no cost)
Cash Only Accounts:	\$100 Annually (only applicable for accounts with no assets at the beginning of each annual billing cycle and no buy/sell activity for previous 12 mo.)
Plan Document Fee, applies only to Individual 401(k) accounts:	\$300 Annually per Plan

PAYMENT INFORMATION: Select how you would like to pay your Midland IRA administrative fees

OPTION 1: CHARGE MY CREDIT CARD (VISA, MasterCard, Discover, AMEX. Card must be in the account holder's name. To bill third party, complete OPTION 3 below.)
 NAME ON CARD _____ CARD NUMBER _____ - _____ - _____ EXP DATE ____/____/____ BILLING ZIP _____

OPTION 2: DEBIT MY CHECKING ACCOUNT (Your name must be on the bank account as an owner)
 BANK NAME _____ ROUTING/ABA _____ ACCOUNT # _____

OPTION 3: BILL THIRD PARTY: _____
 Billing party must be pre-arranged through Midland. If, for any reason, third party is unwilling or unable to pay administrative fees, the account holder is responsible for payment of fees due.

OPTION 4: DEBIT MY MIDLAND IRA UNDIRECTED CASH

FUTURES/FOREX FEE SCHEDULE: This is a simplified version of Midland's Standard Fee Schedule for accounts that only hold futures and/or forex trading accounts. If your account holds asset classes other than futures and/or forex accounts, please reference the Standard Fee Schedule for a full schedule of administrative fees.

MINIMUM BALANCES: Accounts must keep a minimum of \$250 undirected cash at all times. Midland reserves the right to not process transactions that will result in a cash balance below \$250.

BILLING CYCLE: Administration fees will be assessed and due upon initial account opening, initial asset acquisition and annually on the 1st day of your billing cycle. Your billing cycle is defined as a 12-month period from day 1 of the month of your initial account opening. For example, if your account was initially opened on February 14th, your billing cycle would be February 1 through January 31. Fees for asset purchases made in the middle of your billing cycle may be pro-rated. For example, if you purchase an asset in June, there are 8 months left in your normal billing cycle (June-Jan), so your pro-rated fee of a \$295 tier asset would be $295 \times 8/12 = \$197$. Fees for assets sold, transferred or otherwise removed prior to the end of your billing cycle will not be pro-rated and/or refunded. Fees paid from your account will be reflected on your account statement.

PAST DUE FEES: Fees that remain unpaid for more than 30 calendar days are considered past due. The lesser of 1.5% per month (18% per annum), or the maximum allowable under applicable state law, will be assessed to your account as a "Finance Charge." Past due fees will be deducted from your Undirected Cash. In accordance with your Plan Agreement and Disclosures, if there is insufficient undirected cash in your account, we may liquidate other assets in your account to pay for such fees after a 30 day notification. Accounts with past due balances will be closed. Any remaining assets in the account will be a taxable event to the account holder, will be reported on IRS Form 1099-R and will be subject to possible tax and penalties.

CUSTODIAN'S FEES: In accordance with your Plan Agreement and Disclosure, the Custodian will receive, from the assets held in your account, a fee equal in amount to all income that is generated from any Undirected Cash (defined as any cash in your account not invested pursuant to a specific investment direction by you) which has been deposited by the Custodian into FDIC or other United States government insured financial institutions, United States government securities, or securities that are insured or guaranteed by the United States government. The Custodian retains the right, but does not have the obligation, to reduce this fee by rebating a portion of the fee into your account. You agree that this fee may be retained by the Custodian as compensation for the services provided by the Custodian in relation to your account. The Custodian may pay all or an agreed portion of this fee to the Administrator as agreed between the Custodian and the Administrator. The Custodian reserves the right to change all or part of the Custodial Fee Schedule at its discretion with 30 days advance notice. I acknowledge and agree that the Custodian may transfer any Undirected Cash in your account into any FDIC insured financial institution or in United States government securities or in securities that are insured or guaranteed by the United States government without any further approval or direction by me. A copy of your plan agreement can be found online at www.midlandira.com or by calling our office.

PRINT, SIGN, AND RETURN FORM TO MIDLAND IRA

Signature _____ Printed Name _____ Date _____

UPLOAD: midlandira.com/upload

FAX: (239) 466-5496

EMAIL: mail@midlandira.com

Use this form to transfer funds directly from your existing IRA to your Midland IRA.

1 PERSONAL INFORMATION

Name <i>(Your name as it appears in your plan)</i> <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr. _____		Social Security Number
Legal Address		City, State, Zip
Phone		Midland IRA Account Number

2 CURRENT CUSTODIAN/TRUSTEE

Name of Custodian/Trustee		Account Number
Transfer Department Address		City, State, Zip
Phone Number	Contact Name <i>(optional)</i>	Type of Account <input type="checkbox"/> Traditional <input type="checkbox"/> Roth <input type="checkbox"/> SEP <input type="checkbox"/> SIMPLE <input type="checkbox"/> BENEFICIARY <input type="checkbox"/> HSA <input type="checkbox"/> ESA

3 TRANSFER DETAILS *(Please account for Midland's minimum balance requirement of \$250, plus administrative fees if not paying by credit card)*

<input type="checkbox"/> Option One: Cash Transfer <i>(Funds must be liquidated prior to request)</i> <input type="checkbox"/> Complete (liquidate and send all proceeds) <input type="checkbox"/> Partial - Send ONLY \$ _____ Please send cash via: <input type="checkbox"/> Check (5 day hold) <input type="checkbox"/> Wire	<input type="checkbox"/> Option 2: In-Kind Transfer <i>(Transfer Real Estate, LLCs, Notes, etc.)</i> <input type="checkbox"/> Complete (Send all assets listed below and cash) <input type="checkbox"/> Partial - Send ONLY the assets listed below Please send cash via: <input type="checkbox"/> Check (5 day hold) <input type="checkbox"/> Wire	
How do you want your transfer form sent to your current custodian? <input type="checkbox"/> Mail (No charge) <input type="checkbox"/> Overnight (\$30 Fee)		
Asset Description (For Non-Cash Transfers Only)		Amount

4 SIGNATURE AND ACKNOWLEDGEMENT

- I hereby agree to the terms and conditions set forth in this Account Asset Transfer Authorization and acknowledge having established a self directed account through execution of the account application.
- I understand the rules and conditions applicable to an Account Transfer
- I qualify for the account transfer of assets listed in the Asset Liquidation above and authorize such transactions.

Your Signature: _____

Date: _____

ACCEPTANCE OF RECEIVING CUSTODIAN

Pursuant to a limited written delegation Mainstar Trust, as Custodian ("Custodian"), has authorized Midland IRA, Inc. to sign this form on the Custodian's behalf to verify the Custodian's acceptance of the transfer, rollover or direct rollover described above and agreement to apply the proceeds upon their receipt, to the Account established by Midland IRA, Inc. on your behalf. Mainstar Trust ASSUMES NO TRUST OR FIDUCIARY OBLIGATIONS TO YOU AS IT HAS NO INVESTMENT CONTROL OVER YOUR FUNDS AND ACTS ONLY AS A CUSTODIAN OF YOUR ACCOUNT.

Midland IRA, Inc. on behalf of Custodian, Mainstar Trust

By: _____ **Type of Account**
 Traditional Roth SEP
Date: _____ SIMPLE HSA ESA
Account #: _____ Beneficiary IRA