

K. A. Lindow, CPA, P.C.

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Name		Date	
Street			
City		State	Zip
Phone	Alt. Phone		Fax
E-mail			

“401(k) - FACTORING INVESTMENT SYSTEM” Includes...

- **Investment Structure Counseling** – Consultant for one year in structuring factoring transactions for pension benefit plans not available from any other sources.
- **Trust Agreement between Company and Benefit Plan** – We prepare the agreement for factoring your business accounts receivables to your employee benefit plan.
- **Fiduciary Agreement with the Benefit Trust** – An agreement between the Companies Benefit Plan and Benefit Plan Factoring acting as fiduciary for the accounts receivable factoring investment transactions. Required by US Department of Labor ERISA laws.
- **Monthly Compliance Review** – Monthly transaction review procedures are performed by the Fiduciary as required by ERSIA law to ensure that the plan remains compliant. These services are invoiced separately at the rate of \$250 per month. Failure to have factored invoices reviewed monthly will constitute an ERSIA violation and subject the 401(k) plan to taxation.

Plan Set-up Costs Total \$ 5,000.00

METHOD OF PAYMENT AND CREDIT CARD CHARGE AUTHORIZATION – on back page

Annual form 5500EZ is required for Plans with assets of \$250,000 or more – cost equals \$380

Annual 401(k) update fee of \$175 per year is assessed to keep the plan current.

401(k) Plan Business Invoice Factoring Program Qualification Form

This is a form to see if your business qualifies to use the 401(k) Plan Business Invoice Factoring product.

If you answer yes to each of the following questions your business and you qualify to use this product.

- | | | | |
|---|--|-----|----|
| 1 | Does your business sell tangible personal products? | Yes | No |
| 2 | Does your business Invoice customers who pay your company in the future? | Yes | No |
| 3 | Do you have or do you desire to have a self-directed 401(k) plan? | Yes | No |
| 4 | Are you interested in receiving tax-deferred or tax-free 401(k) investment returns in the range of 50%? | Yes | No |
| 5 | Do you have \$50,000 or more in your 401(k) plan? | Yes | No |
| 6 | Will you set up an internal process specified by the Department of Labor to comply with this investment program? | Yes | No |

If you answered yes to each of the above questions, then you are able to set up the 401(k) Plan Business Invoice Factoring process for your business that does not require any outside party other than for monthly CPA review nor does it require any investment commission or fee.

AGREEMENT

You have contracted with **K. A. Lindow, CPA, P.C.** to perform the work requested on the front side of this document.

In order to help us give you the highest level of support, we will expect your complete cooperation with our office in providing us with the requested documents and information, keeping us apprised of any changes in facts and circumstances that affect your plan before its completion, and the payment of our bills in a current and timely manner.

Matters Specifically Excluded From this Agreement

Our representation of you is limited to the production of documents and the services listed on the front of the contract. Service specifically excluded from this agreement is:

- 1.) IRS and state tax compliance and reporting requirements for you or any of the entities pursuant to the scope of this agreement.
- 2.) Representation of you in any proceedings or before any regulatory agency.
- 3.) Issues specific to the laws of your state.
- 4.) Determination or approval of factoring discount rate to be used for factoring of accounts receivables.

If you want us to represent you for any matter not specifically listed in the "Scope of Project," including, without limitation, any of the matters listed in this "Matters Specifically Excluded from the Engagement," then we must enter into a separate agreement to do so. Nothing in this agreement shall be deemed an acceptance of our offering these additional services on your behalf.

While we are available to provide you with ongoing advice, we are not obligated to do so unless you specifically request us to perform a specific service. It is our policy to put all advice on which a client might rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Penalties and Fines

You agree that it is your responsibility to know if you will incur any fees, penalties, or fines that you may incur if you liquidate any of your current benefit plan investments, and thus hold **K. A. Lindow, CPA, P.C.** harmless in such an event. Additionally, while we strive to expedite this process as quickly as possible, the average length of time is about two to four weeks. Due to that fact, you should not enter into any factoring contracts for investments until the procedure is finished. If you do enter into a contract before completion, you agree that we are not liable for any damages due to any delays.

Severability

Every provision of this agreement is severable. If any provision hereof is held to be illegal or invalid for any reason whatsoever, it shall not affect the validity of the remainder of this agreement.

Damages and Limitations on Liability

We make every reasonable effort to avoid any errors or omissions in the services or advice that I provide to clients. However, the tax law is voluminous, ambiguous, and constantly changing. Our liability for any errors or omissions will be limited to a full refund of the fees paid and will not include liability for any consequential damages. Any claim for damages will expire within two years of when the final billing is mailed to you. Our liability is also limited to you and any recommendations provided to you may not be used or relied upon by any other parties.

Right of Rescission

You have the right to a full refund of fees up until we have begun document preparation, then you have a right to a pro rata refund of the fees until you have accepted the final documents.

Applicable Law

The laws of the State of Arizona shall govern the interpretation of this agreement.

I have read and agree to the terms and conditions as outlined on this form. I may cancel this transaction any time prior to acceptance of forms based upon the above terms and conditions.

Signature

Date

FORMATION INFORMATION

PERSONAL INFORMATION

Name: _____

Address: _____ County: _____

City: _____ State: _____ Zip: _____

Phone: _____ Alt. Phone: _____ Fax: _____

SS#: _____ - _____ - _____ D.O.B. _____ / _____ / _____ Circle: Single / Married / Divorced

Email: _____ Drivers Lic. # _____ St. _____

DL Expiration Date: _____ DL Issue Date: _____ **Driver's License – Attach a clear readable copy of your driver's license when submitting this document**

Name of Spouse _____

Type of Plan Desired - Circle One: 401K Reg. / 401K Roth or Both

What will be that amount transferred to the new account? All of the funds in the account or only \$ _____ for new investment? **ATTACH LATEST ACCOUNT STATEMENT**

LIMITED LIABILITY COMPANY INFORMATION

1st name choice: _____ LLC _____
(Name should be your initials plus 401K, LLC i.e. ABC Roth 401K, LLC)

2nd name choice: _____ LLC _____

Address: _____

City / State / Zip: _____ County: _____

What will be that amount transferred to the new account? All of the funds in the account statement attached or \$ _____ to new investment? **(Please send copy of last account statement)**

ADDITIONAL INFORMATION – YOUR BUSINESS SPONSORING 401K PLAN

Your Current Business (YOU) Sponsoring the 401k Plan: _____

Address: _____ County: _____

City: _____ State: _____ Zip: _____

EIN# _____ Fiscal Year End: _____ Percentage Owned: _____ %

Type of Entity: ____ Corp. ____ S-Corp ____ LLC ____ Sole Proprietorship

BENEFICIARY INFORMATION

Please check if a primary or contingent beneficiary.

In most cases, spouses are the Primary beneficiaries, Contingent beneficiaries are

Beneficiaries in the event that Primary beneficiary passes away before distribution of the IRA.

Primary Name: _____ SS# _____ - _____ - _____ D.O.B. ____/____/____

Contingent Relationship: _____ Address: _____

E-mail address _____ Telephone No.: _____

Share % _____ City: _____, State: _____ Zip: _____

Primary Name: _____ SS# _____ - _____ - _____ D.O.B. ____/____/____

Contingent Relationship: _____ Address: _____

E-mail address _____ Telephone No.: _____

Share % _____ City: _____, State: _____ Zip: _____

Primary Name: _____ SS# _____ - _____ - _____ D.O.B. ____/____/____

Contingent Relationship: _____ Address: _____

E-mail address _____ Telephone No.: _____

Share % _____ City: _____, State: _____ Zip: _____

Investment Experience: None / Limited / Good / Extensive

Amount of Adjusted Gross Income for the Current Year \$ _____

Amount of Liquid Assets \$ _____

Overall Investment: Objectives: Income / Growth / Speculation

BANK REFERRALS

**Comerica Bank – Breanna Miller – 14801 N. Scottsdale Rd., Scottsdale, AZ 85254
480-348-2450 – BMMiller2@comerica.com**

**Washington Federal – Elizabeth Franklin – 675 S. Cooper Rd., Gilbert, AZ 85233
480-633-5547 – Elizabeth.Franklin@wafd.com**

**Charles Schwab - Lance Jacobs – 3075 W. Ray Rd. #133, Chandler, AZ 85226
480-732-7565 – Lance.Jacobs@schwab.com**

**FirstBank (Mtg. Lender) – Justin Perkins – 1550 N. Gilbert Rd., Gilbert, AZ 85234
602.912.4263 -- Justin.Perkins@efirstbank.com**

**Western State Bank (Mtg. Lender) -- Deanna Costa – 976 W. Chandler Blvd.,
Chandler AZ 85225 -- 480-917-4242 -- deanna.costa@westernbanks.com**

Other Bank - _____ Banker: _____
Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

401K Plan Factoring Questions

BUSINESS INFORMATION

Business Name: _____

Address: _____ County: _____

City: _____ State: _____ Zip: _____

Phone: _____ Alt. Phone: _____ Fax: _____

Type of Business Entity _____ Cash or Accrual accounting? _____

Tax I.D. Number: _____ - _____ Tax Year End _____

Any Federal, State or Payroll Taxes, delinquent? Y or N

Any Judgments or Liens pending or in effect? Y or N

BUSINESS OWNERSHIP

Name: _____ % Owned: _____

Name: _____ % Owned: _____

Name: _____ % Owned: _____

Name: _____ % Owned: _____

Contact Name: _____ Contact Email: _____

INFORMATION ON RECEIVABLES

30 Days Old	60 Days Old	Over 60 Days Old	Total

Average Monthly Sales: _____

Average Monthly Accounts Receivable: _____

Average Collectible Percentage: _____

Approximate Number of Accounts _____

Average Invoice _____

(Estimate information not known)

Are any receivables pledged as collateral? _____

If so, to whom? _____

Please attach a list of your current outstanding aged receivables

KA Lindow, CPA, PC
Ken@LindowCPA.com
Fax: 480-452-0843

Client Name: _____

Credit Card Payments

Charge/Payment Amount: \$ _____

Item purchased from us: _____

Card Type: Visa Master Card Discover AMX

Name on the Card: _____

Card Number: _____

Card Expiration Date: _____

Card Security Code from the back of the card _____

Card Holder Name: _____

Card Holder Billing address for the card:

Street _____

City, St. Zip _____

Phone number your card company has on your account _____

Signature _____ Date _____ 20__

Bank Account Payment Information

Bank Account – Wells Fargo Bank

Routing No. – 122105278

Account No. – 2602243053