

# LLC/LP Account Addendum for Non-Qualified Taxable Account

## INSTRUCTIONS

Please complete and sign this form if the Columbia Private Trust Custodial Account that you wish to establish will be for a Limited Liability Company or a Limited Partnership (including a Limited Liability Partnership) or similar entity.

This form **must** be accompanied by:

- A completed and executed Establishment Documents for Non-Qualified Account; and
- An operating or partnership agreement ("Governing Document") identifying the managing member, managing partner, general partner or other representative ("Authorized Representative") of the Account Owner; and
- If the Authorized Representative is an entity, such as a corporation, partnership or LLC, a Governing Document identifying the individual authorized to sign this Addendum on behalf of such entity and the Account owner.

**NOTE:** A Columbia Private Trust Custodial Account is not available if:

- The Authorized Representative of the Account Owner is an entity and the Governing Document of the Authorized Representative specifies another entity as its managing member, managing partner, general partner or other authorized representative; or
- Any of the Account Owner, Authorized Representative, or individual signing on behalf of either of them is not a U.S. entity, U.S. citizen or U.S. resident alien.

\* Indicates required information.

### 1. ACCOUNT OWNER INFORMATION

Limited Liability Company (LLC)

Limited Partnership (including LLLP)

### 2. ACCOUNT OWNER INFORMATION

ACCOUNT OWNER NAME/ENTITY (FIRST, MI, LAST)*		TYPE OF ENTITY*	STATE OF FORMATION*
MAILING ADDRESS OF ENTITY*			
CITY*	COUNTY*	STATE/PROVINCE*	POSTAL CODE*
TAX IDENTIFICATION NO. OF ENTITY*		BUSINESS PHONE NO.*	

### 3. AUTHORIZED REPRESENTATIVE INFORMATION

**NOTE:** The name of the Authorized Representative **must** match the Managing Member, Managing Partner, General Partner, etc. named in the Account Owner's operating/partnership agreement as having authority to act for the Account Owner.

NAME OF AUTHORIZED REPRESENTATIVE*		CAPACITY (MANAGING MEMBER, MANAGING PARTNER ETC.)*	
MAILING ADDRESS*			
RESIDENCE ADDRESS (IF DIFFERENT FROM MAILING)*			
CITY*	COUNTY*	STATE/PROVINCE*	POSTAL CODE*
TYPE OF ENTITY & STATE OF FORMATION*	TAX IDENTIFICATION NO. OF ENTITY*	PHONE NO.*	D.O.B (IF AN INDIVIDUAL)*

Authorized Representative named above is:      An Individual (If an individual, please skip Section 4)      An Entity



#### 4. INFORMATION REGARDING THE INDIVIDUAL SIGNING THIS ADDENDUM

**NOTE:** Please complete this section only if the Authorized Representative is an entity. The information below must match the Managing Member, Managing Partner, or General Partner named in the Authorized Representative's operating/partnership agreement, and must be an individual.

NAME OF INDIVIDUAL*		SSN*	D.O.B*
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTY*	POSTAL CODE*
CAPACITY (MANAGING MEMBER, MANAGING PARTNER, GENERAL PARTNER, ETC.)*		PHONE NO.*	

#### 5. ADDITIONAL TERMS & CONDITIONS FOR LLC/LP ACCOUNTS (SIGNATURE REQUIRED)

- This LLC/LP Account Addendum for Columbia Private Trust Custodial Account Establishment Form (the "Addendum") amends the terms and conditions of the Non-Qualified (Taxable) Custodial Account Agreement (the "Agreement") between the parties. By executing this Addendum, the parties wish to amend the Agreement in order to accommodate the special needs of the account created by the Agreement.  
  
By execution of this Addendum, the Account Owner agrees to the following Terms & Conditions in addition to those contained in the Non-Qualified (Taxable) Custodial Account Agreement (the "Agreement").
- Purpose.** Account Owner represents and certifies that the Entity, as defined below, has been organized for estate planning purposes including, but not limited to, the preservation and centralized ownership and management of family assets.
- U.S. Citizen.** Each of the Account Owner, the Authorized Representative, and the individual signing on behalf of both of them is a U.S. entity, U.S. citizen or U.S. resident alien.
- Tax Reporting.** Account Owner acknowledges and agrees that neither Columbia Private Trust nor any of its affiliates shall be responsible for tax reporting on behalf of the Family LLC/LLP/LP (the "Entity") to any member, unitholder, shareholder, participant, investor or partner of the Entity (each a "Member" and collectively the "Members"). Columbia Private Trust shall only provide IRS Form 1099-INT reporting for the Account and to the IRS as it relates to the interest earned on un-invested cash, as applicable.
- No Estate Planning or Tax Advice.** Account Owner acknowledges and agrees that Custodian provides no estate planning, legal, or tax advice, and makes no representations as to the appropriateness or effectiveness of the Entity or the Account for estate planning purposes. Account Owner is solely responsible for seeking such advice in relation to the establishment of the Entity and/or the Account. Account Owner agrees that the Indemnification of Columbia Private Trust and Columbia Private Trust Services LLC Section 11 of the Agreement includes but is not limited to losses of expenses relating to the imposition of any tax or penalty, including but not limited to estate taxes, that might be imposed on any Account Owner, Member, estate, third party of the assets held in the Account.
- Indemnification of Columbia Private Trust.** In Section 11 of the Agreement, each time the phrase "the Account Owner" is used, and such phrase shall be amended to read "the Account Owner or any Member."
- Additional Limitations on Custodian's Liability.**
  - Custodian obtains from Account Owner a copy of the Governing Document of Account Owner and of the Designated Representative (when the Designated Representative is an entity), solely for the purpose of identifying, for its own administrative purposes, who is authorized to act on behalf of Account Owner. Custodian is not responsible for reviewing any other aspect of the Governing Documents, including provisions in the Governing Documents relating to the voting and management structure of the Account Owner or Designated Representative; limitations on liability of the managers, general partners, or other authorized representatives; or the rights of the various owners of the Account Owner or Designated Representative.
  - The Account Owner and its Members acknowledge that Custodian shall have no liability for any consequences that may arise due to a circumstance in which the Designated Representative or the individual signing on behalf of the Account owner or Authorized Representative is the same entity or person (or an affiliate) as either the Investment Advisor or Investment Advisor Representative designated by the Account Owner. The Account Owner and its Members specifically acknowledge that while the Investment Advisor or Designated Representative might have a duty to act in the best interests of the Account Owner, liability of the Authorized Representative for failure to so act might be limited by the terms of the Governing Documents.
- Conflicting Terms.** To the extent that the language of this Addendum conflicts with any Term or Condition of the Agreement, the language of this Addendum shall control.
- Definitions.** Each capitalized term not otherwise defined in this Addendum is intended to have the meaning given to such term in the Agreement.
- Representations & Responsibilities of Designated Representative.** Designated Representative hereby represents and certifies that:
  - The Designated Representative is duly authorized to execute this agreement on behalf of the Account Owner and to bind the Account Owner to its terms, and to make the representations and undertake the responsibilities set forth in the Agreement and this Addendum, including, without limitation, the appointment of an investment advisor, and to grant such investment advisor the authority set forth in the agreement; and
  - The Designated Representative shall notify Columbia Private Trust immediately in the event that the Designated Representative is no longer authorized to bind the Account Owner or to undertake the rights and responsibilities set forth in the Agreement and this Addendum.
- In addition to the acknowledgment contained in the Agreement, I, on behalf of the Account Owner and, if applicable, the Designated Representative, hereby acknowledge that I have read, understand, and agree to all of the terms set forth in this Addendum, including the Additional Terms & Conditions for Family LLC/Family Limited Partnership Account, and have retained a copy of this Addendum as part of the Non-Qualified (Taxable) Custodial Account Establishment Documents.

	ACCOUNT OWNER SIGNATURE*	DATE*
	PRINT NAME*	TITLE/CAPACITY*

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