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Dear Friend,

Thank you for contacting Deer Creek Corporate Services / LLCTLC. Our managers have been Registered Agents in good standing with the State of Montana for sixteen years, and since 2006 Deer Creek has helped thousands of clients in the same role. We are happy to serve you in setting up your Limited Liability Company (LLC) and registering your vehicles. By registering a vehicle to your Montana LLC you may save on the sales tax and pay a lower annual registration fee.

It is 100% legal for anyone to setup and own a Montana LLC, regardless of where they live. Your home state will likely have regulations on its books—under Use Tax laws—which are administered by your home state's Department of Revenue or Equalization, and you do need to follow any limits on vehicle usage they may require. We recommend that you look those up, and read them with the understanding that a Montana LLC will be the registered owner of your vehicle, and not you personally. The important thing is for you to know the Use Tax laws yourself. Then you will have solid information to guide your decisions

We have included four forms needed to set up an LLC in Montana and register vehicles. Below you will find a detailed description of how to fill them out. Please return these three documents by mail, fax, or email, along with a check or credit card number to complete the registration process. We charge \$1295 to set up the LLC and register your first vehicle – plates, registration, and title fees are all covered in this flat fee. Additional vehicles are \$525 apiece, which includes all DMV fees. Passenger vehicles newer than 11 years old with an MSRP over \$150,000 or motor homes newer than 11 years old with an MSRP over \$300,000 will incur an additional \$825 DMV registration fee.

We will need the Manufacturers Certificate of Origin (MCO) if the vehicle is new, or a title if the vehicle is used. Make sure that your MCO or title is properly signed over to your LLC, (if you are already the owner of the vehicle you must sign as the seller and put your LLC as the purchaser) and check to see if it requires notarization of your signature. Please make sure that you include a signed odometer reading.

You may wish to complete the entire LLC setup and registration process online at our website: www.llctlc.com or contact one of our experienced customer service representatives at 877-913-5100.

Document 1: Client Contact Info Form

Section 1 - Client Contact Info: Please fill in your contact information.

Section 2 - LLC Info: List the name of your LLC and the names and addresses of all the LLC members.

Section 3 - Payment: Input your credit card information here (you can also pay by check if you prefer).

Section 4 - Bank Account Info (Optional): Fill this section out if you want a business checking account.

Section 5 - Privacy Options: Please check either yes or no in this section.

Document 2: Limited Power of Attorney

This Power of Attorney only allows us to register vehicles on behalf of your LLC in the state of Montana and to file and amend Articles of Organization with the Montana Secretary of State's Office.

-Place the name of your LLC on the first line.

-Sign and Print your name where designated in front of a notary.

Document 3: Vehicle Info Page

Input the information for each vehicle that you are going to register.

Document 4: Administrative Services Agreement

Please read this through carefully. Your LLC name is entered on the blank line in the first paragraph then you sign the final page and date it. You can check the lines of the additional services that are applicable.

Additional Information**LLC Setup Instructions for a Vehicle Purchase**

If you are purchasing a new vehicle it is important that you *set up the LLC prior to making the purchase*.

In that way the vehicle purchase can be made directly by your Montana LLC leaving your name off the purchase documents. To set up the LLC, please return the three completed documents to us by mail, fax or email. We will strive to have the LLC setup within one business day and promptly return the articles of organization (state issued LLC documents) to you via email or fax. You will want to take these articles of organization with you when you make the purchase. Make sure that all purchase documents are made out in the *name and address* of your Montana LLC. If you make the purchase in your personal name or use your personal address you may run an elevated risk of being charged the back tax at a later date. Once the purchase is made have the Title or MCO sent up to us and we will complete the registration. The DMV will issue the new Montana Title and we will forward that on to you.

LLC Setup Instructions for a Vehicle That You Already Own

If you are registering a vehicle that you already own please return the three completed documents and the title or MCO to us. Make sure that the title is not in your personal name but has been signed over to your LLC. Once we have all the documentation and titles from you, we will take the steps required to register the vehicle. Once registered, we will then send you the license plates and registration promptly. The DMV will issue the new Montana Title and we will forward that on to you.

Mailing and Shipping

Send all Titles and MCOs to us with a tracking number as they are original documents. Send by UPS or Fedex to: LLCTLC, 415 N Benton Ave, Helena MT 59601, or through the US Mail to: LLCTLC, PO Box 1840, Helena MT 59624.

Business Checking Account (Optional)

Business Checking Account (optional, available in Silver Package): One of the easiest ways to show that your LLC is a distinct entity is to open a bank account in your LLC's name here in Helena, Montana, and get a Federal EIN (Employer Identification Number). With an EIN number your LLC will be recognized on the federal level as well as the state level.

In our Silver Package only, we can set up an account for your LLC with Valley Bank of Helena, which offers free business checking accounts. Please note that the account with Valley Bank of Helena has to be used for transactions related to your vehicle purchase only. Since your LLC will not have a storefront in

Montana, the bank does not allow other transactions outside of vehicle registration and the purchases connected to your vehicle (such as buying tires, for example). Use of your account for other activities beyond that may lead to the closing of your account. Valley Bank has these requirements in order to comply with Federal rules regarding company accounts.

We can assist you with filing for an EIN and obtaining a checking account. Our fee for obtaining the EIN and setting up the bank account is \$295 (we deposit \$100 for you into your account). If you decide that you do want a bank account you can add the \$295 to our flat fee. We will need copies of each signer's driver's license for the bank.

Privacy Options

1. We highly recommend setting up a personal mail box (PMB) which allows our clients to show a local Montana address for themselves on all of their official LLC records. Our PMB service provides you an added level of privacy by keeping your home address off the public record. Your address will appear as follows: (Example) John Doe 415 N Benton Ave, #0001 Helena, MT 59601. Our fee for providing the PMB Service is \$100 per year, billed upon setup and then each January. When you sign up for a PMB we will send you a USPS 1583 Form. Please complete the form and have your signature notarized, then return this form with copies of appropriate ID. Any mail received at this PMB address is charged our normal mail forwarding fees.
2. Nominee Manager - In today's litigious society, it is a fact of both business and private life that the only thing required to involve you in a lawsuit is the perception by someone that you have assets - this is often called the "deep pocket theory." Many business people have found it beneficial to maintain financial anonymity simply to avoid looking like a target for litigation. In Montana you may use a "nominee manager," meaning that a third party can be designated to appear on the public record in your place, offering you valuable privacy. When you sign up for our nominee service our subsidiary, Management Services LLC, we will be listed on the public record as the manager of your company. You will be provided with a privately held Power of Attorney agreement stating that we will have no other rights or obligations within your company beyond being listed as the manager for public record. We will not be authorized to transact any business or sign anything on the company's behalf. All authority and liability will lie with the current members (owners) who are only listed on the privately held Power of Attorney. The Montana Privacy Package offers another solid layer of asset protection - \$595/yr.
3. Armored Privacy- For Armored Privacy, a New Mexico LLC is created to serve as the manager of your Montana LLC. New Mexico does not ask for the names of LLC members; it only requires a registered agent to be listed, and some information about the number of members and how the LLC is managed. Because our head office is in Montana, should your company be sued for any reason, the suit would have to be filed in both New Mexico and Montana—which in itself is a considerable deterrent to litigation. Only a subpoena would wrest any information from us.

Operating Agreement

In our Gold and Platinum Packages, we include an operating agreement for your Montana LLC. This is a privately-held document that is kept by the members of the LLC. This is especially important for clients who get our Armored Privacy, as it is the only proof of who the members of the LLC are.

Mail Forwarding

All first class mail under 3 ounces received into our office for your company, or for you personally, will be forwarded for free. It will not be tracked coming in or going out of our office—we will simply forward it to you. Mailers, fliers, 3rd class mail, etc., we discard. Mail over 3 ounces, or large packages that require tracking, we will forward for the cost of the postage plus a \$7.95 fee. If you are going to be receiving large quantities of company mail at our address or have all of your personal mail forwarded to your PMB, contact us and we can set up a special mail forwarding plan for you. We have several options including paperless forwarding.

Insurance

You can either have a new policy written in the name of your LLC or you can add your LLC as an additionally-insured member to your current policy. If your current insurance provider won't add your LLC to your policy we recommend that you contact one of the five following companies:

- Twin Peaks Insurance: 1-800-507-8467 or www.twinpeaksinsurance.com
- Roger Mathis, Farmers Insurance: 406-442-9680, or at mathis@farmersagent.com
- RV America Insurance: 1-800-400-0186 or <http://rvainsurance.com>
- American Modern Insurance: 1-866-884-6167 or <https://www.amig.com/>
- Explorer RV Insurance Agency, Inc: 1-888-774-6778 or www.exploerrv.com

Financing

If you are in the process of purchasing your vehicle, make sure that the vehicle is put in the name of your LLC on the MCO or title and that your lender knows that the vehicle will be registered to your Montana LLC. If you are registering a vehicle that you already own (and carrying the lien over), it is vital that the lien holder agree that the LLC's name will be on the title instead of your name. You must contact the lien holder and get from them written approval to register the vehicle in Montana in the name of your LLC. If your bank won't do this, we recommend that you refinance. If you need financing or refinancing for an RV or boat, we recommend that you contact Vernon Blanc at Newcoast Financial at 1.866.NEWCOST.

Tax filings

If your LLC does not generate taxable income you are unlikely to be liable for any federal income taxes. Likewise, unless your LLC generates Montana-sourced income, you are unlikely to be liable for any Montana income taxes. Please direct specific tax filing questions to your accountant, the Internal Revenue Service or the Montana Department of Revenue. We cannot dispense tax advice as we are not certified accountants.

Annual Fees

Yearly fees are billed in January and consist of our \$150 registered agent fee as well as a \$20 filing fee paid directly to the MT Secretary of State for your annual report. If you choose, we can handle the annual report filing for you for an additional \$80 fee. If you chose a privacy option the fees are also billed each January. Vehicle renewals are due in the month they were originally registered and become progressively cheaper based on age. If the vehicle is at least 11 years old, or if it is a motorcycle, boat, or trailer it will get permanent tags, and there will be no annual renewal fee.

Adding Vehicles to Your LLC

If you would like to register additional vehicles at a later date we charge \$525 per vehicle. To register additional vehicles please send us the MCOs/Titles (signed over to your LLC), along with the information requested in the Vehicle Registration Info form. Please feel free to contact us with any questions about this process via phone or email. Passenger vehicles newer than 11 years old with an MSRP over \$150,000 or motor homes newer than 11 years old with an MSRP over \$300,000 will incur an additional \$825 DMV registration fee

Our Refund Policy:

•If cancellation occurs prior to your company being filed with the Montana Secretary of State, refund will be given in full. Disclosure of payment information is consent to file the company.

•If cancellation occurs after the filing of your company with the Montana Secretary State, refund will be given less the fees assessed to establish the LLC (\$495).

•If cancellation occurs after the registration of a vehicle with the Montana Department of Motor Vehicles or aircraft with the Department of Aeronautics, no refund will be given.

*All sales are final and non-refundable after 30 days.

*Payment is considered consent to file the company with the Montana Secretary of State. All companies will be filed immediately upon payment

Legal Disclaimer

This information is for general guidance on matters of interest only. The application and impact of laws may vary widely based on the specific facts involved and the locations of affected persons and property. Given the changing nature of laws, rules and regulations, the inherent hazards of electronic communication, there may be delays, omissions or inaccuracies in this information. Accordingly, **the information is provided with the understanding that it is provided for general information, only, and the authors and publishers do not render any legal, accounting, tax, or other professional advice or services. Accordingly, the information on this Site should not be used as a substitute for consultation with professional accounting, tax, legal or other competent advisers.**

While we have made every reasonable effort to ensure that the information contained comes from reliable sources, Deer Creek Corporate Services/LLCTLTC is not responsible for any errors or omissions, or for the results obtained from the use of this information. All information is provided "as is," with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose. In no event will Deer Creek Corporate Services/LLCTLTC, its related partnerships or corporations, or the partners, agents or employees thereof be liable to you or anyone else for any decision made or action taken in reliance on this information for any consequential, special or similar damages, even if advised of the possibility of such damages.

Client Contact Info - LLC with Vehicle

Primary Contact Name _____

Mailing Address _____

Phone _____ Alternate Phone _____

E-Mail Address _____ Fax _____

Shipping Address (if different) _____

Additional Specific Instructions or Message _____

Limited Liability Company Info

Name of Limited Liability Company _____

Names and Addresses of Members of the Company (add page for additional members if needed)

Member #1 _____

Member #2 _____

Member #3 _____

Member #4 _____

Mail Forwarding Plan (Optional) Physical (\$275 annually) _____ Electronic (\$275 annually) _____
**For Montana package pricing, please see below.*

Privacy Options (Optional)
**For Montana package pricing, please see below.*

1. Personal Mail Box - \$100/yr. ☐ Yes ☐ No

2. Nominee Manager (MT and WY only) - \$595/yr. ☐ Yes ☐ No

Payment - We accept payment by credit card or check

Credit Card VISA MasterCard AMEX Expiration Date: _____

Card Number _____ Security Code _____

Name on card and billing address _____

*Vehicle Registration Packages - Please select one.

Standard Package: Includes Montana LLC and first vehicle registration. \$1295 _____

Bronze Package: Montana LLC, vehicle, and PMB \$1295 _____

Silver Package: MT LLC, vehicle, PMB, and bank account \$1555 _____

Gold Package: MT LLC, vehicle, PMB, op. agreement, manager service \$1985 _____

Platinum Package: MT LLC, vehicle, PMB, op. agreement, mail fwd, Armored Privacy \$2095 _____

Additional vehicles ☐ Yes (additional \$525) ☐ No or not at this time **TOTAL:** \$ _____

Required Vehicle Registration Information

Please complete one copy of this form for *each* vehicle that you intend to register.

Company Information

Company Name _____

Vehicle Registration Info

MSRP / Estimated Value \$ _____ Year _____ Make _____ Model _____

Type of Vehicle (ex. motorhome, 5th wheel, pickup, convertible, etc) _____

Color _____ Fuel type (Gas or Diesel) If Motorhome, what class A B C (circle one)

If your vehicle is 9 years old or newer what is the current odometer reading _____

Motorhomes: Curb/Dry/Unladen/Factory weight _____ and length _____

Trailers/Fifth Wheels: Curb/Dry/Unladen/Factory weight _____ GVW _____ and length _____

Tonnage (trucks only) 1/4 ton ☐ 1/2 ton ☐ 3/4 ton ☐ 1 ton ☐ over 1 ton ☐ _____ GVW

Motorcycles Only: CCs _____ Wheel Base _____ Wheel Diameter _____

Boats Only: Length _____ Use _____ Propulsion _____

Fuel _____ Vessel Material _____ Vessel Type _____

Lien Information

Is there a security interest or lien against this vehicle? (Yes or No) If Yes, please fill out below:

Date of First Security Lien _____ Amount of lien _____

Name of Lienholder _____

Mailing Address of Lienholder _____

Federal EIN Number of Lienholder _____

If you would like a different plate than the current standard plate, please write your choice here:

To see other standard plate options (selected by the year) or sponsor plate options, visit the DMV website at doj.mt.gov/driving.

LIMITED POWER OF ATTORNEY

LLC/Corporation name: _____, hereinafter the "Company," together with the undersigned individual(s), acting both in their personal capacity, and as owners/members of the Company, hereby designate Deer Creek Corporate Services, Inc., of 415 N. Benton Ave, Helena, MT 59601, Lewis and Clark County, Montana as our attorney-in-fact (referred to as "the Agent") on the following terms and conditions:

- 1) **Authority to Act.** The Agent is authorized to act for me/us under this Power of Attorney as described herein. The Agent shall be, and is hereby authorized and instructed to appoint and employ its own agents, managers, and/or employees, to perform any acts that are necessary and authorized under this document.
- 2) **Powers of Agent.** The Agent may act and exercise power, authority and control on our behalf, to do the following:
 - a. Organize this Montana Company, and any subsidiary companies with the Montana Secretary of State, and file or record any amendments, alterations, and/or annual reports as may be required.
 - b. Register vehicles and/or other personal property within the state of Montana, belonging to the Company, executing appropriate title and other documents required to do so.
 - c. Procure and file any business licenses within the state of Montana on the Company's behalf.
 - d. Serve as Montana registered agent for the Company.
 - e. Open a local bank account and/or safe deposit box for the Company in the State of Montana, maintain records of documents or other information submitted or received in the course of establishing the account or accounts, and forward all necessary records and periodic statements related to any such account.
- 3) **Other terms.** . The Agent shall have no other duties, responsibilities or authority whatsoever, other than those described in this document.
- 4) **Durability.** This Power of Attorney shall expire if revoked by us in writing.
- 5) **Reliance by Third Parties.** Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this Power of Attorney shall incur any liability to me(us) or to my(our) estate for permitting the Agent to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.
- 6) **Indemnification of Agent.** No agent named or substituted in this Limited Power of Attorney shall incur any liability to the LLC/Corporation for acting or refraining from acting under this power, except for such agent's own misconduct or negligence, or willful misconduct. The LLC/Corporation agrees to indemnify and hold harmless any agent named or substituted in this power for any court costs, civil judgments, or reasonable attorney fees incurred as a result of exercising the powers described herein. This document is subject to the Legal Disclaimer, Privacy Policy, and Refund Policy linked at <http://www.mtvehicles.com> and www.llctlc.com.
- 6) **Original Counterparts.** Photocopies of this signed Power of Attorney shall be treated as original counterparts.

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THIS PART. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

Dated: _____.

Signature

Printed Name

Subscribed and sworn to before me on _____. Notary signature: _____
_____. Printed Name: _____. Title or rank: _____. For
the state of _____ County of _____. Residing at
_____ My commission expires _____

The foregoing terms and conditions are hereby accepted and approved on the day and date hereafter recited.

Deer Creek Corporate Services, Inc.

By: _____ date: _____

Title: _____

Administrative Services Agreement-Montana

PREAMBLE

THIS ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is made on the date indicated below ("Effective Date") by and between Deer Creek Corporate Services, Inc., of 415 N. Benton Ave. Helena, MT 59601, Lewis and Clark County, Montana, a Montana corporation ("Deer Creek"), and the following persons and companies (hereinafter, the "Clients"):

•The individuals whose names are signed below (hereinafter, the "Members"). In executing this agreement, the Members are acting individually, and on behalf of the following named limited liability Company:

• _____, LLC (hereinafter, the "Company"), a **Montana** LLC, and,

WHEREAS, the Clients wish to engage DEER CREEK to provide administrative services to the Company with respect to specific activities to be carried out on their behalf; and

WHEREAS, DEER CREEK is willing to provide such administrative services on the terms and subject to the conditions contained in this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. Engagement of DEER CREEK. The Company hereby engages DEER CREEK to provide administrative services to the Company as of the Effective Date.

I. Scope of Standard Administrative Services to the Clients. During the term of this Agreement DEER CREEK shall, upon receiving any necessary Instructions (as hereinafter defined) from the Clients, perform various standard administrative services for the Company. ***These services include all the tasks described in subparagraphs a, b, c, d, e, & f, below.*** *Deer Creek will also perform the same substantive services on behalf of the Parent Company in the State in which Parent Company is to be, or has been, chartered.*

a. Take administrative steps to organize the Company by filing Articles of Organization and any required auxiliary business documents with the Montana Secretary of State and any other appropriate offices of Montana state, local, or county government.

a. Provide a physical address to serve as principal place of business in Montana for the Company.

a. Forward, retain, or otherwise process the Company's mail delivered to the Company's principal Montana place of business, as necessary. This task is subject to the Mail Provisions, below.

a. Serve as registered agent for the Company for purposes of accepting service of process.

a. Keep and maintain the Records (as hereinafter defined) of the Company placed in the possession of DEER CREEK by Company for that purpose. Maintenance of Company records, other than those reflecting the activities of Deer Creek on behalf of the Company, may be subject to additional charges.

a. Deer Creek and its agents shall employ all lawful and reasonable means and efforts to protect my (our) personal identity and other personal information (such as contact and residence information, financial data, and the like) from disclosure to the public, governmental entities, and private parties. It is understood that Deer Creek may be required to obey subpoenas and/or other lawful commands or requirements to disclose information that is otherwise protected under this paragraph, and any affiliated documents or representations. Reasonable and necessary fees of attorneys,

accountants, and any other professionals consulted in the course of rendering this service shall be the responsibility of the Company.

- a. **Optional Duties.** Subject to the concurrence and agreement of Deer Creek, it may perform additional lawful tasks and duties as it may be instructed in writing by Clients. Such additional duties under this Agreement might include any of the tasks described in the following subparagraphs, and other duties as well. At the present time, only the following listed duties are included in this Agreement:

OPTIONAL DUTIES FOR LLCS (MARK WITH "X"):

_____ Register vehicles and/or other personal property belonging to the Company within the state of **Montana**, and manage preparation and submittal of title documents to appropriate **Montana** authorities.

_____ Serve as manager of the Company, with duties expressly limited to those contained in this agreement, and in any written supplements, additions or modifications hereof. Members are, or shall be, the owner(s) and member(s) of the Company. The Company shall be a manager-managed company, and Deer Creek, or its wholly owned subsidiary, Management Services, LLC, shall be its manager. Deer Creek or Management Services, LLC shall employ all lawful and reasonable means and efforts to protect my (our) personal identity and other personal information (such as contact and residence information, financial data, and the like) from disclosure to the public, governmental entities, and private parties.

_____ Open a local bank account and/or safe deposit box for the Company in the State of Montana, maintain records of documents or other information submitted or received in the course of establishing the account or accounts, and forward all necessary records and periodic statements related to any such account.

_____ Apply for EIN numbers and other administrative requirements with respect to the Company's federal and/or state tax status.

_____ Establish a Personal Mail Box (PMB) for the member/s of the company at DEER CREEK's address in Montana adhering to the rules set forth by the United States Post Office. This task is subject to the Mail Provisions, below.

_____ In lieu of or in addition to physical forwarding of received mail, Deer Creek is authorized to open mail received by it which is addressed to the Company or to members and to scan and deliver that mail to Clients in digital form by electronic means.

- a. **Compensation.** As compensation for its standard administrative duties hereunder, Company shall pay to DEER CREEK its standard fees in advance, and which is subject to change every January 1st. The fees of DEER CREEK for the services included in this agreement has been separately provided to the Clients in writing by email, letter, or other means. DEER CREEK will invoice Company on an annual basis. Compensation for extraordinary services requested of DEER CREEK beyond those specifically included in this Agreement shall be separately agreed to by DEER CREEK and Company. In all events the Company shall reimburse to DEER CREEK all out of pocket expenses properly incurred in connection with the discharge of its duties hereunder, including, but not limited to, postage, filing fees, and extraordinary copying charges. Deer Creek reserves the right to change its pricing structure for services for subsequent periods, and to provide notice of the changes to Clients in advance by any reasonable manner of notice, including, but not limited to, email.

- a. **Representations and Responsibilities of Members.** The members of the Company, by and through their representatives, below, hereby represent and warrant:
- b. I(we) shall have all the rights and responsibilities of owner/members of the Company, including, but not limited to, the responsibility to invest capital in the Company, sufficient for their designated purposes, and payment of any and all applicable taxes, tariffs and fees, if any.

a. Clients agree they will not use the Company or Deer Creek's services for any unlawful, illegitimate, or fraudulent purpose, and will at all times conform the conduct of the Company to all applicable federal, state, and local laws and regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws.

a. Clients have reviewed, and hereby approve, the terms and conditions of the Articles of Organization and the Operating Agreement, if any, for the Company, if any.

a. It is understood that Deer Creek is **not** an attorney, accountant, or financial advisor, and is **not** acting as my (our) attorney-at-law, accountant, or financial advisor in any respect, and Clients are solely responsible for obtaining such professional consultation and advice with respect to the transactions contemplated in this document. Deer Creek has not, and cannot advise me (us) about the impact of the laws of this and any other state or nation concerning the property and activities of the Company that may be affected by this agreement, or the activities of the Company.

a. That Deer Creek shall have no other duties, responsibilities or authority whatsoever, other than those described in this document.

a. Absent written instructions from me (us), Deer Creek shall not sell, transfer, assign, or register any vehicles or other property subject to this agreement to any other person or entity other than the Company, created under this agreement.

a. **Non-Exclusivity.** DEER CREEK may act as administrator or in any other role for any other entity or person on such terms as may be arranged with such entity or person and shall be deemed not to be affected with notice of, or to be under any duty to disclose to the Company, any fact or thing which may come to the knowledge of DEER CREEK or any servant of DEER CREEK in the course of so doing or in the course of its business in any other capacity or in any manner whatsoever otherwise than in the course of carrying out its duties hereunder.

a. **Instructions.** When acting pursuant to Instructions DEER CREEK shall not be under any duty to make any inquiry as to the genuineness or authenticity of any such instructions so long as such instructions reasonably appear to be genuine and authentic.

a. **Liability and Indemnity.** DEER CREEK shall not be liable to any of the Clients for any loss suffered by them in connection with the subject matter of this Agreement unless such loss arises from the fraud, willful default or negligence of DEER CREEK or its agents, officers or employees in the discharge of its functions under this Agreement. Without prejudice to the foregoing, the Clients shall indemnify and keep indemnified DEER CREEK and its agents, officers and employees from and against any and all liabilities, obligations, losses, damages, actions, proceedings, suits, costs and expenses (including without limitation legal expenses) claims and demands ("Liabilities") which may be suffered or incurred by or asserted against DEER CREEK and its agents, officers and employees arising out of or in connection with the performance of its duties hereunder except as such may be due to the fraud, willful default or negligence of DEER CREEK or its agents, officers or employees, provided always that DEER CREEK shall inform the Clients as soon as reasonably practicable of all claims, letters, summonses, demands or documents which it receives from third parties with respect to the Company. If any action or claim shall be brought against DEER CREEK, its agents, officers or employees in respect of which it appears that an indemnity may be sought from the Clients pursuant to this provision, DEER CREEK, its agents, officers or employees, as the case may be, shall as soon as reasonably practicable provide notice to Clients of such action or claim.

a. **Notice.** Any notice to be delivered hereunder shall be sufficiently served if, in the case of written documents, it is delivered by hand or sent by registered mail addressed to the other party concerned at its registered or principal office currently on file with the other party, or in the case of electronic documents, it is sent or otherwise delivered via the internet to the place and in the manner last authorized by the other party.

a. **Term of Agreement.** The term of this agreement begins on the effective date and continues for one year. **The term of this contract shall automatically renew for subsequent one-year**

periods unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Term. In any event, this contract may be terminated upon thirty days' notice of termination given by either party to the other.

a. At the conclusion of this Agreement. Upon conclusion of the parties relationship under this agreement it is understood that Deer Creek shall be entitled to do one or more of the following: (1) to destroy all paper, and/or electronic records of the Company, or (2) upon written authorization from the Company, and at the expense of the Company, to return all paper documents or copies to the Company. If the Company fails to make a written election, and to make payment for return, the documents are subject to being destroyed 30 days after notice to the company of termination of the relationship.

a. Assignment. This Agreement may not be assigned by any Client without the prior written consent of Deer Creek. It is understood that Deer Creek may assign its performance of this agreement in whole or in part, but that Deer Creek shall not be excused from its duties under this agreement by assigning it.

a. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Montana and each of the parties hereto irrevocably submit to the exclusive jurisdiction of the courts of the State of Montana as to any matter or claim relating to this Agreement.

a. Mail Provisions. Each company or other entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized for *individual mail box services* through Deer Creek. Client's failure to complete and deliver Form 1583 shall not excuse any fee payable to Deer Creek under this agreement. In lieu of, or in addition to, physical forwarding of received mail, Deer Creek is authorized to open mail received by it which is addressed to the Company, or to Members, and to scan and deliver that mail to Clients in digital form by email or other electronic means. Upon expiration, cancellation, or termination of this Agreement, Clients will not file a change of address order with the post office. Clients and Deer Creek further agree that upon expiration, cancellation, or termination of this Agreement, Clients authorize Deer Creek to:

- a. Refuse any mail or package addressed to Clients which is delivered to Deer Creek.
- b. Destroy any of Client's mail or packages remaining at Deer Creek at such time.

CLIENTS HEREIN AGREE THAT THE TOTAL AMOUNT OF LIABILITY OF DEER CREEK, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO MAIL SERVICES SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM.

a. Definitions. In this Agreement, unless the context otherwise requires, the following terms shall have the following definitions:

a. "Instructions" means written, facsimiled or emailed instructions in a readable form with respect to any of the matters referred to in this Agreement signed or purported to be signed by one or more person(s) as shall from time to time reasonably appear to be authorized to give the instruction in question. DEER CREEK may also act pursuant to instructions by telephone given or purported to be given by designated persons and such telephonic instructions shall be deemed to be Instructions. Where Instructions are given by telephone, written confirmation thereof shall be sent to DEER CREEK as soon as practicable thereafter. Different persons may be authorized to give instructions for different purposes and such persons may also include officers of corporations other than the Company as authorized by the Company. A certified copy of a resolution of the directors or members of the Company, may be received and accepted by DEER CREEK as conclusive evidence of the authority of any such person to act and may be considered as in full force and effect until receipt of written notice to the contrary.

a. "Records" means all company records, including, but not limited to organizational documents, minutes, books of account, correspondence, and similar documents.

a. Headings; Entire Agreement; Binding Effect. Headings in this Agreement are inserted for reference only and shall not affect the construction of this Agreement. The terms of this Agreement shall supersede all prior agreements between the parties relating to the subject matter hereof, and no warranties, representations, or agreements with regard thereto, except for those contained herein, shall be binding

upon the parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors in interest and permitted assigns.

a. Effective Date/Original Counterparts. Copies of this signed Agreement shall be treated as original counterparts, and the parties may sign different copies without in any way affecting its validity. This Agreement shall be effective on the earlier of the following dates, regardless of whether or not the document is signed at that time, or at any time:

- a. when it is signed by the representative of the Company, or
- b. on the date in which, Deer Creek, with knowledge of the Company, begins to perform its duties described in this agreement.
- c. Upon receipt of payment by Deer Creek for the services described herein.

IN WITNESS WHEREOF, this Agreement has been entered into the day and year hereafter written.

[Company: _____]

By: _____, Member

Dated: _____

Deer Creek Corporate Services, Inc.

By: _____

Dated: _____

Premium Packages

Simplify Your Life and Save Money With Our Vehicle Registration Packages

We've created easy-to-use packages for our most popular and useful options. You can create a Montana LLC with vehicle registration and save even more money with our package pricing.

Bronze Package:

\$1295: includes Montana LLC, license plate selection, first vehicle registration, and Basic Privacy. You save \$100.

Renewal fee for LLC in subsequent years (not including vehicle renewal fees) = \$350

Silver Package:

\$1555: includes Montana LLC, license plate selection, first vehicle registration, bank account, and Basic Privacy. You save \$135.

Renewal fee for LLC in subsequent years (not including vehicle renewal fees) = \$350

Gold Package:

\$1985: includes Montana LLC, license plate selection, first vehicle registration, operating agreement, PMB, and Premium Privacy. You save \$300.

Renewal fee for LLC in subsequent years (not including vehicle renewal fees) = \$945

Platinum Package:

\$2095 includes Montana LLC, license plate selection, first vehicle registration, operating agreement, PMB, and Armored Privacy. You also receive free mail forwarding with your choice of electronic mail forwarding or regular mail forwarding. You save \$365.

Renewal fee for LLC in subsequent years (not including vehicle renewal fees) = \$850

Privacy Simplified

If you're using your LLC to manage assets, privacy simply makes sense. An LLC itself provides a measure of privacy. Smart lottery winners, for example, have their lottery winnings paid into an LLC to keep their names out of newspapers. However, a determined collector or litigant would have little difficulty discovering LLC shareholder identities from publicly available documents. LLCTLC.com's three tiers of privacy protection provide our customers with their choice of additional privacy at an affordable price:

Basic Privacy: PMB (personal mail box) at our address. This keeps your personal address in your home state from appearing on the articles of organization.

Premium Privacy: Rather than listing your personal name on the articles of organization, we use our management company's name and address. This keeps all personal data from appearing on any documents at the Secretary of State.

Armored Privacy: We use a unique filing method that guarantees no identifiable information is collected about you or your shareholders. No information on the members of an LLC will be published; all information on membership is held privately amongst the individuals themselves who formed the company. Thus, it's not penetrable by public search. LLCTLC.com's Armored Privacy also includes an operating agreement