



VANTAGE®

Rollover Certification

Date Stamp
(Office use only)
Rev. 1/10/19

This is a fillable PDF form. To complete the form, click in an area and type.

Account Owner Information (As it appears on your account application)

Legal Name: _____ **Vantage Account #:** _____
First, Middle, Last

Legal Address: _____

City: _____ **State:** _____ **Zip:** _____

Date of Birth: _____ **Social Security Number:** _____

Phone: _____ **Fax:** _____ **Mobile:** _____

Name of Resigning Custodian / Plan Sponsor

Company Name: _____ **Account #:** _____

Office Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Name: _____ **Phone:** _____

Type of Plan You Are Rolling Over From

Traditional ROTH SEP SIMPLE HSA 401K Other _____

Rollover Instructions

To Rollover CASH:

Rollover Amount: \$ _____

- **By CHECK - Make check payable to Vantage FBO [your name] IRA # _____**
Please allow five business days for checks clear
- **By WIRE or ACH - Please contact our office for Wire or ACH instructions**
Please allow one business day for wires or ACH to clear

To Rollover In-Kind Assets:

- **Please complete the section below and contact our office regarding the re-registration of your asset.**
- **Re-registration fees apply. Please reference your Vantage fee schedule.**

Asset Description: _____ Amount: _____

Asset Description: _____ Amount: _____

Acknowledgment Please print this form first, then sign and mail the document to your Vantage office. Please note: Your resigning Custodian may require additional documentation. Please read the following statement carefully.

Vantage Retirement Plans, L.L.C. ("Administrator") performs recordkeeping and administration duties in connection with Account Owner's self-directed retirement account (the "Account") on behalf of the custodian ("Custodian") as set forth in Account Owner's account application (the "Account Application"). The terms and conditions of this document are incorporated into the Account Application, and the terms and conditions of the Account Application are incorporated herein.

I hereby agree to the terms and conditions set forth in this Rollover Certification and acknowledge having established an Account through execution of the Account Application. I understand the rules and conditions applicable to a (check one) Rollover Direct Rollover. I qualify for the Rollover or Direct Rollover of assets listed in the Asset Liquidation above and authorize such transactions. If this is a Rollover or Direct Rollover, I have been advised to see a tax advisor due to the important tax consequences of rolling assets into a self-directed account. If this is a Rollover or Direct Rollover, I assume full responsibility for this Rollover or Direct Rollover transaction and will not hold Administrator or Custodian of either the distributing or receiving plan liable for any adverse consequences that may result. I understand that no one at Administrator or any of its licensees or franchisees has authority to agree to anything different as set forth herein. If this is a Rollover or Direct Rollover, I irrevocably designate this contribution of assets with a value of \$ _____ as a rollover contribution. By signing this form, I certify that I am completing this rollover within 60 calendar days following the day I received the assets. I have not performed a rollover from an IRA within the last 12 months and the rollover DOES NOT contain my Required Minimum Distribution. If I am a non-spouse beneficiary, this is a direct rollover from an employer plan and the rollover contribution DOES NOT contain my Required Minimum Distribution.

Account Owner's Signature: _____ **Date:** _____

Private Entity and Unsecured Note Disclaimer and Indemnity Agreement

This Disclaimer and Indemnity Agreement (“the Agreement”) confirms the mutual understanding and agreement between Administrator and the Account Owner (“you”) regarding the proposed investment by your Account in the above-named Entity/Borrower. Your account is referred to in this document as the “Account”, regardless of whether it is a custodial account or a retirement account under Internal Revenue Code (the “IRC”) §401, §408 or §408A, a Coverdell Education Savings Account under IRC §530, or a Health Savings Account under IRC §223. You must sign this agreement and return it to the Administrator prior to making the investment in the Entity/Borrower.

- 1) You understand and agree that neither Custodian nor Administrator approves investments or actions you take or direct Custodian or Administrator to take on behalf of your Account. Custodian and Administrator are limited in their responsibilities under your Account as set forth in your Account Application, and their responsibilities do not include investment, legal, or tax advice or investment selection of any kind.
- 2) You understand and agree that neither Custodian nor Administrator reviews nor approves any subscription agreement, operating agreement, by-laws, limited or general partnership agreement, annuity agreement, or any other similar agreement regarding the purchase or operation of the Entity/Borrower and has no obligation to you in this regard.
- 3) You represent that you have completed all required due diligence on the Entity/Borrower. You understand and agree that neither Custodian nor Administrator makes any attempt to evaluate the Entity/Borrower. For example, they make no attempt to: check the financial strength of the Entity/Borrower, check with the Secretary of State to see if the Entity/Borrower is in good standing, or check with the Securities and Exchange Commission, the Better Business Bureau, or any other governmental or non-governmental agency regarding any complaints filed against the Entity/Borrower. You, as the owner of the Account, are 100% responsible for evaluating the Entity/Borrower, its operations, and the investment potential of the Entity/Borrower, including taking the steps described in the preceding sentence.

Retirement Accounts Only:

- 4) You understand and agree that you are solely responsible for making sure that the Entity/Borrower was not formed and will not operate in a way that does or may lead to a Prohibited Transaction as that term is defined in IRC §4975.
- 5) You understand and agree that you are responsible for confirming that none of the “disqualified persons” with respect to your Account are associated in any way with the Entity/Borrower. You understand and agree that if the Entity/Borrower becomes a “disqualified person” (as that term is defined in IRC §4975) upon funding (this may occur, for example, if your Account and other disqualified persons, including you personally, own more than 50% of the Entity), then any future mandatory capital calls may be considered a Prohibited Transaction. As with any Prohibited Transaction, if this occurs, your Account may be deemed to be distributed to you as of January 1 of the year in which your Account contributes the additional capital, and penalties may apply. Therefore, by signing this agreement, you indemnify and hold harmless Administrator, its officers, directors, shareholders, and employees against any liability associated with funding a capital call which is or may be a Prohibited Transaction.
- 6) You understand and agree that neither Custodian nor Administrator has given you any tax advice regarding the possibility that your Account may be subject to Unrelated Business Income Tax (“UBIT”) as a result of its investment in the Entity/Borrower. If your Account owes UBIT on its profits from the Entity/Borrower, you agree to prepare or cause to be prepared and filed a IRS Form 990T, and any similar filing required under applicable state laws, for each year with respect to which any such form is required, and to cause your Account to pay any UBIT that is reported in such forms. You understand and agree that any UBIT owed must come from funds belonging to the Account. Your agreement to indemnify and hold harmless, as above, includes liability of the parties named therein with respect to UBIT and the preparation and filing of IRS Form 990T and similar state tax filings.
- 7) You agree and understand that Administrator is required to report the fair market value of the Account to the Internal Revenue Service each year. You agree to obtain a fair market value for the Account’s investment in the Entity/Borrower as of December 31 each year and report this information to Administrator on a form approved by Administrator no later than January 15 of the following year. You understand and agree that Administrator is entitled to rely on the valuation provided by you for reporting purposes and bears no responsibility as to the accuracy of the information provided. You understand and agree that until a different valuation is reported to Administrator, the value of the investment in the Entity/Borrower will be reported based on the Account’s total investment in the Entity/Borrower. This valuation information is also reported to the IRS on Form 5498. You understand and agree that if you fail to provide a fair market value to Administrator as required, Administrator may withdraw as Administrator of your Account and distribute any assets to you or to a successor Custodian.
- 8) You represent that you understand that with some types of Accounts there are rules for required minimum distributions from the Account. If you are now subject to the required minimum distribution rules for your Account, or if you will become subject to those rules during the term of the investment, you represent that you have verified either that the Entity provides distributions that will be sufficient to cover each required minimum distribution, or that there are other assets in your Account, or in other accounts that you may access for this purpose, that are sufficiently liquid (including cash) from which you will be able to withdraw your required minimum distributions as they become required.
- 9) You understand and agree that if the Plan Asset Regulations issued by the U.S. Department of Labor (29 C.F.R § 2510.3-101) apply, the Entity is disregarded for purposes of the Prohibited Transaction rules of IRC §4975. In that case, the underlying assets of the Entity are considered to be the assets in which your Account is investing, and each of the statements above regarding the Entity must be true with regard to each of the assets that the Entity invests in. You represent that you either understand the Plan Asset Regulations and Interpretive Bulletin 75-2 or that you have sought competent legal counsel regarding the Plan Asset Regulations and Interpretive Bulletin 75-2 (29 C.F.R § 209.75-2) and their potential application to the Entity, prior to making your investment decision.

Private Entity and Unsecured Note Instruction Letter

Administrator has received instructions from the above referenced Account Owner concerning an investment in the above named entity (the "Entity") through his or her Account. The account to be invested is referred to in this document as the "Account", regardless of whether it is a retirement account under Internal Revenue Code (the "IRC") §401, §408 or §408A, a Coverdell Education Savings Account under IRC §530, or a Health Savings Account under IRC §223. The following instructions must be followed to ensure compliance with both IRS requirements and Administrator policy.

- 1) Contact information and the correct mailing address for this investment should be listed as follows in your records:

Attn: Vantage Retirement Plans, LLC
Address: 20860 N. Tatum Blvd., Ste 240
City, State, Zip: Phoenix, AZ 85050

Phone: 480.306.8404
Fax: 480.306.8408

All notices concerning the investment in the Entity should be sent to Administrator at the above address, with a copy to the Account Owner. Any questions pertaining to the Account should be referred to Administrator.

- 2) Because of federal privacy laws, Administrator is not able to answer third party inquiries about the Account unless the Account Owner has filed with Administrator an original Interested Party Designation or Power of Attorney giving the person making the inquiry authority to obtain information on the Account.
- 3) The Account Owner may not personally guarantee on behalf of the Account any indebtedness of the Entity to a third party nor may the Account Owner guarantee any indebtedness of the Account to the Entity.
- 4) If this investment is for accredited investors only, the Account Owner, in his or her capacity as the beneficiary of the Account, must sign any required accredited investor certifications.

Retirement Accounts Only:

- 5) All vestings to read: **Vantage FBO [First and Last Name] [Vantage Account Number]**
- 6) Administrator requires the employer identification number (the E.I.N.) for the Entity. Please provide us this information for our records prior to our funding this investment.

Do not use the Account Owner's personal social security number with respect to this investment for any purpose.
If the Account is an investor to which a K-1 or similar tax document will be issued, please use the following E.I.N.: **20-6350474**
If the Account is a 100% owner of the Entity, the Entity must apply for its own E.I.N. It is not permitted under the Administrator policy to use the E.I.N. listed above for any purpose other than the issuance of a K-1 or similar tax document to the Account.
- 7) Original stock certificates, membership certificates, or other proof of ownership showing the proper vesting must be sent to and held by Administrator on behalf of the Custodian and the Account.
- 8) All payments, income, distributions, or payoffs for this investment must be sent to Administrator for the benefit of the Account. Under the Internal Revenue Code, it is never acceptable to send funds directly to the Account Owner (or the Account Owner's nominee or designee).
- 9) As the owner of the investment on behalf of the Account, Administrator (who is acting on behalf of Custodian in this respect) must be notified promptly of any change in address, telephone number, or company status (such as bankruptcy filings, regulatory agency investigations or litigation).
- 10) If the Account Owner dies, requests a distribution of the asset, converts the IRA to a Roth IRA, obtains a divorce in which the Account is awarded to the Account Owner's former spouse, or changes the Custodian or Administrator of the Account, it may be necessary to change the ownership and address listed as the investor in the Entity. In any of these events, Administrator, the Account Owner, or the successor to a deceased Account Owner in the case of death, will provide written notice of any such change. You will be required to change your records to reflect the new information at that time.
- 11) In the event that future capital contributions to the Entity are required or desired (and provided the Account Owner determines that the capital call is not a prohibited transaction under Internal Revenue Code §4975 and there are sufficient funds in the Account), all funds must come from the Account. The Account Owner may not advance funds on behalf of the Account.