



Roth Conversion

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)

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

Address: _____ Vantage Account (ROTH) #: _____

City: _____ State: _____ Zip: _____ Phone: _____

Social Security Number: _____ Date of Birth: _____

Conversion Information

☐ In-Kind (A qualified third party appraisal is required for all In-Kind conversions) ☐ Cash

Choose One Of The Following:

- ☐ New Conversion: This is a conversion to a NEW Roth IRA. (A Vantage Account Application must be attached)
- ☐ Existing Roth IRA: This is a conversion to an EXISTING Roth IRA.

Choose One Of The Following:

☐ Full Conversion: Convert all assets and cash held in the above account.

☐ I would like Vantage to close my Traditional Account _____

INITIAL HERE

☐ Partial Conversion: Convert the assets indicated below.

Asset Description (In-Kind or Cash)	Indicate Amount (Do Not Use Percentages)
_____	_____
_____	_____
_____	_____

Withholding Election

- ☐ Option 1: Withhold federal income tax at the rate of _____ % (not less than 10%) plus an additional amount of \$ _____ from the amount withdrawn.
- ☐ Option 2: I elect not to have federal income tax withheld. (Must have US Residence address on file.) I understand that I am still liable for the payment of federal income tax on the taxable amount. I also understand that I may be subject to tax penalties under the estimated tax payment rules, if my payments of estimated tax and withholding, if any, are not adequate and take all such responsibility and/or liability.

Transaction Fees

How Would You Like To Pay The Transaction Fees?

☐ Vantage Account ☐ Check (Made payable to Vantage) ☐ Visa ☐ MC ☐ Discover ☐ AMEX

Name On Card: _____

Card Number: _____ Exp.: _____ CVC: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

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Notice of Withholding on Conversions

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.

Conversion transactions within your Account are subject to federal income tax withholding unless you elect not to have withholding apply. You may elect not to have withholding apply to your conversion payment by completing the “Withholding Election” section on the previous page. If you do not complete the “Withholding Election” section by the date your conversion is scheduled to begin, federal income tax will be withheld from the amount withdrawn at a rate of 10%. If you elect not to have withholding apply to your conversion payments, or if you do not have enough federal income tax withheld from your conversion, you are responsible for payment of any estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient. You understand that Administrator and Custodian do not provide any tax advice, and you are encouraged to consult a tax professional.

Account Holder’s Signature

I certify that the following statements are true and correct.

1. If applicable, I have taken my Required Minimum Distribution (RMD) separately during the year.
2. I understand that this type of transaction is reported to the Internal Revenue Service (IRS).
3. I am responsible for recordkeeping Roth IRA conversion information as directed by the IRS.
4. Administrator and Custodian has recommended that I consult with my tax advisor or the IRS before completing this transaction to make certain that this transaction is appropriate in my individual circumstances.

Vantage Retirement Plans, LLC (“Administrator”) performs recordkeeping and administrative duties in connection with Account Owner’s self-directed 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.

THIS CONVERSION WILL NOT BE PROCESSED WITHOUT THE ASSET APPRAISAL AS NEEDED.

NOTE: Please allow Vantage two (2) business days to complete your request. Documents recieved after 2pm will be considered as recieved the next business day.

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.