

New 401k Account Checklist

Thank you for choosing American IRA, LLC!

Enclosed are the forms required to establish and fund your retirement account with American IRA, LLC.

Step 1:

To open your 401k with American IRA, LLC we will need:

- **Account Application** (Complete all pages)
- **Photo ID** (submit a copy of your driver's license, passport, or valid government-issued photo ID)

Once you've completed all required forms, send to:

By Mail: American IRA, LLC -135 Broad Street, Asheville NC 28801

Overnight: American IRA, LLC -135 Broad Street, Asheville NC 28801

By Fax: (828) 257-4948

By Email: NewAccounts@AmericanIRA.com

Step 2:

Fund your account

- **Transfer Form:** Use this form to transfer funds from your existing 401k to your new 401k.
Please note that your existing 401k custodian may require a Medallion Guarantee Stamp, which is much like a notary seal. Check with your bank to obtain this stamp.
- **Rollover/Direct Rollover Form:** This form documents the rollover of your cash or asset to your new 401k. You will need to contact your current provider to initiate the rollover.
 - A rollover contribution occurs when you take receipt of assets or cash for up to 60 days before reinvesting in a new retirement plan.
 - A direct rollover contribution occurs when you move assets or cash directly from your qualified retirement plan to a new retirement plan.

Step 3:

Read and keep the following forms for your files:

- 5305 Custodial Agreement – is available online
- Copy of Application

**Need Help? Call 1-866-7500-IRA(472) and
a client services representative will assist
you in opening your account today!**



New Solo 401k Plan Application

To initiate the account, please complete, sign and return:

Plan Account Application

Photocopy of your Government Issued ID (Patriot Act requirement)

1 Personal Information

Legal Name: <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr. _____		Birthdate: (mm/dd/yyyy)	Social Security Number:
Physical Address: (Required) <i>*If the address on your ID doesn't match your physical address, proof of residency is required. (Utility Bill or Financial Statement including your Name and Physical address)*</i>		City, State, Zip:	
Mailing Address: (Optional)		City, State, Zip:	
Primary Phone:	Mobile:	Would you like to receive text messages regarding your account? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Current/Most Recent Occupation: (Required)	Title:	Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed or Divorced	
Email Address:		Driver's License Number:	

2 Adopting Information

Which type is adopting the plan?
 Sole Proprietorship Partnership LLC C Corp S Corp Other: _____

Name Adopting Plan:	Company Tax ID or EIN:
Address:	City, State, Zip:

3 Trustee Information *Typically the business owner*

Physical Address: (Required)	City, State, Zip:	
County:	Primary Phone:	Mobile:
Signature of Trustee:	Printed Name and Title:	

4 Account Type

<input type="checkbox"/> 401k + Record Keeping	<input type="checkbox"/> 401k Plan Only
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5 Account Funding

<input type="checkbox"/> Annual Contribution	<input type="checkbox"/> Transfer Contribution Transfer from existing 401k.	<input type="checkbox"/> Rollover Contribution Take receipt of the assets for up to 60 days before reinvesting in a new retirement plan.	<input type="checkbox"/> Direct Rollover Contribution Rollover from Employer Sponsored Plan. (401k, 403b, 457, TSP)
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6 Notifications

<ul style="list-style-type: none"> • MINIMUM ACCOUNT BALANCE \$1500 • All emails are sent encrypted for your safety. • Statements will be e-mailed all account holders on an annual basis. 	<ul style="list-style-type: none"> • We, American IRA, LLC, will call you, the Account Holder, to verify and confirm any outbound movement of cash from your account when we receive instructions requesting to send funds from your account. We will call you at the telephone number on file for you.
How did you hear about us? <input type="checkbox"/> Internet <input type="checkbox"/> REIA Group <input type="checkbox"/> CPA <input type="checkbox"/> Attorney <input type="checkbox"/> Advisor <input type="checkbox"/> Other: _____	

7 Interested Party Designation

I hereby authorize the following representative as interested party on my self-directed IRA. I understand this named representative will have access to my account details, balance, holdings and any other account related activity. Interested parties **DO NOT** have the ability to sign on your behalf or move funds in or out of your self-directed account. I also understand that this will remain in effect until revoked in writing.

Name: (Individuals only)	Phone:	Email:
Name: (Individuals only)	Phone:	Email:
Name: (Individuals only)	Phone:	Email:

Would you like the named interested party to be provided a login to view your account online? Yes No

8 Beneficiary Information

Name (first, middle, last) Address (street, city, state, zip include country of residence if outside the USA)	Date of Birth (mm/dd/yyyy)	Social Security Number	Country of Citizenship if not USA	Relationship	Primary or Contingent	Share %
1. Name: Address:						
2. Name: Address:						
3. Name: Address:						

Beneficiary Opt Out

I opt to not list a beneficiary.

Current Marital Status:

I am not married – I understand that if I become in the future, I must complete a new Beneficiary Designation form.

I am married – I understand that if I choose to designate a primary beneficiary other than my spouse, my spouse must sign below.

Spousal Consent (only required if your spouse is not the Primary Beneficiary – see note below)

The consent of spouse must be signed only if all of the following conditions are present:

- a. Your spouse is living;
- b. Your spouse is not the sole Primary Beneficiary name and;
- c. You and your spouse are residents of a community property state (such as AZ, CA, ID, NV, MN, TX, WA, LA, or NV)

I, the undersigned, am the spouse of the Custodial Account holder whose name is listed above. I hereby certify that I have reviewed the Designation of Beneficiary form and I understand that I have a property interest in the Custodial Account. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. I further acknowledge and consent to the above Designation of Beneficiary, other than myself, as the primary beneficiary. I also understand that, by signing this, I am giving up all, or part, of my rights to receive benefits under this plan in the event my spouse dies. I assume full responsibility for any adverse consequences that may result. I have been advised to seek the advice of an attorney and/or financial advisor prior to signing any documents and I have sought the advice of counsel and/or financial advisor or do hereby waive my right to do so. No tax or legal advice has been given to me by the Custodian and/or Administrator related to this matter.

Signature of Spouse: _____ Date: _____

Account Owner Signature

In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If the Primary or Contingent Beneficiary box is not checked for a beneficiary, the beneficiary will be deemed to be a Primary Beneficiary. If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If I name a beneficiary which is a Trust, I understand I must provide certain information concerning such Trust to the Custodian.

Accounts with past due fees, unfunded accounts, accounts transferring to a beneficiary and accounts with zero value will continue to incur administration fees until such time as the Depositor or Beneficiary notifies the Custodian (on a form prescribed by the Custodian) of the Depositor's intent to close and/or transfer the account and the Depositor's account is closed or until the Custodian resigns.

I understand that I may change or add beneficiaries at any time by completing and delivering the proper form to the Administrator.

Account Holder Signature: _____ Date: _____

Custodian and Administrator: The Custodian for my Account will be New Vision Trust Company, a State Chartered South Dakota Trust Company, and the Administrator for my Account will be American IRA, LLC, A North Carolina Limited Liability Company. I understand that the Custodian may resign by giving me written notice at least 30 days prior to the effective date of such resignation. I understand that if I fail to notify the Custodian and/or Administrator of the appointment of a successor trustee or custodian within such 30 day period, then the assets held by the Custodian in my Account (whether in cash or personal or real property, wherever located, and regardless of value) will be distributed to me, outright and free of trust, and I will be wholly responsible for the tax consequences of such distribution.

My Account: This Agreement is solely for the custody of assets held in a single member 401K plan. This account is "Self-Directed" What does "Self-Directed" mean? Self-Directed means I, as the Holder of the Account, am solely responsible for the investment of all assets within my Account and giving Custodian and/or Administrator the directives to take any action on behalf of the Account. That means I am responsible for the selection, management, monitoring and retention of all investments held within my Account. The investments I select may involve a high degree of risk, and neither Custodian nor the Administrator will provide investment advice nor make any investigation or determination as to the prudence, viability, suitability, legality, or safety of the investments that I select. The assets selected for investment are solely my responsibility. This requires that I assure myself of the financial soundness and appropriateness of the investment for my Account and retirement objectives and I should have all investments reviewed by a competent legal, tax, and/or financial advisor.

No Investment Advice: I acknowledge and agree that the Custodian does not provide or assume responsibility for any tax, legal or investment advice with respect to the investments and assets in the Custodial Account and shall not be liable for any loss which results from my exercise of control over the Custodial Account. I further understand and agree that the Custodian neither sells nor endorses any investment products. If the services of the Custodian were marketed, suggested or otherwise recommended by any person or entity, such as a financial representative or investment promoter, I understand that such promoters and/or marketers are not in any way agents, employees, representatives, affiliates, partners, independent contractors, consultants, or subsidiaries of the Custodian, and that the Custodian is not responsible for and are not bound by any statements, representations, warranties or agreements made by any such promoter, marketer or entity. I agree to consult with my own CPA, attorney, financial planner and/or any other professionals I deem necessary or advisable, prior to directing the Custodian to make any investment in my Account. I and my beneficiary(ies) release, indemnify and agree to hold the Custodian harmless in the event that any investment or sale of the assets in the Custodial Account, pursuant to a direction by me or my Investment Advisor, violates any federal or state law or regulation or otherwise results in a disqualification, penalty, tax or fine imposed upon the Custodian, the Administrator, me or the Custodial Account.

Account Fees I have agreed, by opening an Account with Custodian and/or Administrator, to pay all fees and charges that are made against my Account in accordance with the Fee Schedule provided and incorporated by reference herein. All fees are due upon presentation. If, after notice, my Account remains past due for 30 days and if no cash available in my Account, Custodian and/or Administrator may liquidate assets within the Account to satisfy these obligations. If my Account is unfunded with zero value, I understand my Account will continue to incur IRA fees until I provide written notice to Custodian and/or Administrator

Non-Endorsement Custodian and/or Administrator do not endorse any investment made by me, or provide any investment advice to me about my investments. Custodian and/or Administrator's review of investments is for the sole benefit of Custodian and/or Administrator for the purpose of determination of administrative and/or legal feasibility of the investment and should not be construed as an endorsement or opinion of any investment, investment company, or investment strategy. Custodian and/or Administrator do not endorse any broker, financial advisor, investment advisor, or other party involved with the investments chosen by me. Neither Custodian nor Administrator conducts any due diligence review of any investment, nor will Custodian and/or Administrator make any investigation with regards to any investment, any issuer or sponsor of any investment, or any officer, director, or other person or entity involved or affiliated with any investment. I understand and agree that Custodian and/or Administrator will not review or evaluate the prudence, viability, suitability, legality, or merits of any investment held in my Custodial Account. I understand that Custodian and/or Administrator permit my Account to invest in a wide variety of investments based on administrative factors only.

Indemnification: The Custodian shall have no duty other than to follow the written instructions of me, my agents, investment advisors and/or Designated Beneficiaries, and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by me under any circumstances. By performing services under this Agreement, the Custodian is acting as the agent of me, and nothing in this Agreement shall be construed as conferring fiduciary status on the Custodian. I agree to release, defend, indemnify and hold harmless the Custodian from any and all liability, claims, damages, actions, costs, expenses (including, without limitation, all reasonable attorneys' fees) arising from or related to the Custodial Agreement and/or Custodial Account, including but not limited to, losses to me and/or to my beneficiary(ies) as a result of any action taken (or omitted to be taken) pursuant to and/or in connection with any investment transaction directed by me, my agents, investment advisors and/or Designated Beneficiaries, including, without limitation, claims, damages, liability, actions and losses asserted by me or my beneficiary(ies). I agree to reimburse and/or advance to Custodian and/or Administrator, on demand, all legal fees, expenses, costs, fines, penalties and obligations incurred or to be incurred in connection with the defense, contest, prosecution or satisfaction of any claim made, threatened or asserted pertaining to any investment or action me, or my agent, directed through the Custodian, including, without limitation, claims asserted by me, any state or federal regulatory authority or self-regulatory organization. In the event of claims by others related to my Account and/or investment wherein the Custodian is named as a party, the Custodian shall have the full and unequivocal right, at his sole discretion, to select their own attorneys to represent them in such litigation and deduct from my Account any amounts to pay for any costs and expenses, including, but not limited to, all reasonable attorneys' fees, and costs and internal costs (collectively "Litigation Costs"), incurred by the Custodian in the defense of such claims and/or litigation.

Prohibited Transactions: I understand that my Account is subject to the provisions of Internal Revenue Code (IRC) Section 4975, which defines certain prohibited transactions. I acknowledge and agree that neither the Custodian nor the Administrator will make any determination as to whether any transaction or investment in my Account is prohibited under sections 4975, 408(e) or 408A, or under any other state or federal law. I accept full responsibility to ensure that none of the investments in my Account will constitute a prohibited transaction and that the investments in my Account comply with all applicable federal and state laws, regulations and requirements.

Responsibility for determining eligibility and tax consequences: I assume complete responsibility for 1) determining that I am eligible to make a contribution to my Account; 2) ensuring that all contributions I make are within the limits set forth by the relevant sections of the Internal Revenue Code; and 3) the tax consequences of any contribution (including a rollover contribution) and distributions.

Unrelated Business Income Tax: I understand that my Account is subject to the provisions of IRC Sections 511-514 relating to Unrelated Business Taxable Income (UBTI) of tax-exempt organizations. I agree that if I direct the Custodian and/or Administrator to make an investment in my Account which generates UBTI, I will be responsible for preparing or having prepared the required IRS Form 990-T tax return, an application for an Employer Identification Number (EIN) for my Account, and any other documents that may be required, and to submit them to the Custodian and/or Administrator for filing with the Internal Revenue Service at least ten (10) days prior to the date on which the return is due, along with an appropriate directive authorizing the Custodian and/or Administrator to execute the forms on behalf of my Account and to pay the applicable tax from the assets in my Account. I understand that the Custodian and the Administrator do not make any determination of whether or not investments in my Account generate UBTI; have no duty to and do not monitor whether or not my Account has incurred UBTI; and do not prepare Form 990-T on behalf of my Account.

Valuations: I understand that the assets in my Account are required to be valued annually at the end of each calendar year in accordance with IRC Section 408(i) or 223 (h) and other guidance provided by the IRS, and that the total value of my Account will be reported to the IRS on Form 5498 each year. I agree to provide the year end value of any illiquid and/or non-publicly traded investments, which may include without limitation limited partnerships, limited liability companies, privately held stock, real estate investment trusts, hedge funds, real estate, secured and unsecured promissory notes, and any other investments as the Custodian and/or Administrator shall designate, by no later than January 10th of each year, with substantiation attached to support the value provided. I agree to indemnify and hold harmless the Custodian and the Administrator from any and all losses, expenses, settlements, or claims with regard to investment decisions, distribution values, tax reporting or any other financial impact or consequence relating to or arising from the valuation of assets in my Account.

Payment Instructions I agree to furnish payment instructions to Custodian and/or Administrator regarding any invoice, assessment, fee or any other disbursement notification received by the Custodian and/or Administrator on behalf of my investments, and I understand that neither Custodian and/or Administrator has any duty or responsibility to disburse any payment until such instructions are received from me or my Designated Representative. Written direction shall include signature by facsimile or by electronic signature.

Non-FDIC-Insured Investments I acknowledge my investments are non-FDIC-insured and subject to loss in value. My investments may involve a substantial risk, may lack liquidity, and may result in a total loss of the investment my acknowledge and confirm that all risk and loss sustained in my Retirement Account will not affect my retirement income standard; and if a mandatory distribution arises, that I will meet any mandatory distribution requirements by utilizing my IRA and/or other retirement Accounts.

Electronic Communications, Signatures, and Records: Subject to any limitations contained in Treasury Regulation section 1.401(a)-21 and any other applicable federal or state law or regulation, I acknowledge and agree that the Custodial Account shall be subject to the provisions of the Uniform Electronic Transactions Act, as passed in the state where the Custodian is organized (South Dakota Codified Law Sections 53-12 et. seq.), and the federal Electronic Signature in Global and National Commerce Act (ESIGN Act, as contained in 15 U.S.C. 7001), as those laws pertain to electronic communication, electronic signatures, and electronic storage of Custodial Account records. In lieu of the retention of the original records, the Custodian may cause any, or all, of its records, and records at any time in its custody, to be photographed or otherwise reproduced to permanent form, and any such photograph or reproduction shall have the same force and effect as the original thereof and may be admitted in evidence equally with the original.

Affiliated Business Disclosure and Conflict of Interest Waiver: The Custodian, New Vision Trust Company, a State Chartered South Dakota Trust Company and American IRA, LLC, a North Carolina limited liability company (Administrator) are affiliated companies by reason of their common ownership and management. Because the two companies are under common ownership and management, the owners of American IRA, LLC, a North Carolina limited liability company will enjoy a direct and/or indirect financial benefit from the fees I pay to New Vision Trust Company, a State Chartered South Dakota Trust Company. By signing the Account Application, I acknowledge and understand that: 1) New Vision Trust Company, a State Chartered South Dakota Trust Company and American IRA, LLC, a North Carolina limited liability company are under common ownership and control, 2) by retaining New Vision Trust Company, a State Chartered South Dakota Trust Company, the Depositor is providing a financial benefit to the owners of American IRA, LLC, a North Carolina limited liability company 3) I am under no obligation to retain New Vision Trust Company, a State Chartered South Dakota Trust Company and that I am free to retain the services of another, unaffiliated Custodian, and 4) I, do acknowledge and confirm that I chose New Vision Trust Company, a State Chartered South Dakota Trust Company freely and with no influence from the Custodian and/or Administrator.

Investment Funding Requirements I understand and agree that I cannot make investments without having available liquid funds in my Account. In addition, if any investment contains provisions for future contractual payments or assessments, (including margin calls), I acknowledge and agree that such payments or assessments shall be borne solely by my Account to the extent such payment is authorized by me or my Designated Representative, and may reduce or exhaust the value of my Account. I further agree to indemnify Custodian and/or Administrator for any and all payments or assessments which may be imposed as a result of holding the investment within my Account, and I agree that neither Custodian nor Administrator shall be under any obligation to extend credit to my Account or otherwise disburse payment beyond the cash balance of my Account for any payment or assessment related to the investment. I agree that I am solely responsible for verifying that any bills to be paid from my Account, and accompanying payment instructions, have been received by Custodian and/or Administrator. I further agree that neither Custodian nor Administrator shall be responsible for late fees assessed by any third party where I have not verified that payment instructions have been received, or where the receipt of instructions or documentations has been delayed. Any funds received into a Custodian and/or Administrator Account which is made by check may be subject to a seven (7) business day clearing period before funds are available to invest. ALL NEW ACCOUNTS are subject to a seven (7) calendar day waiting period before any funds can be invested.

10 Fee Schedule

One-time Account establishment: \$150 (due upon initial application)

Annual Fee

401K Plan + Record Keeping: \$585

- \$95 transaction fee (Purchase/Sale of an Asset)
- Minimum Account Balance \$1500
- Plan Document Included

401K Plan + Record Keeping: \$750

- Unlimited transactions (Purchase/Sale of an Asset)
- Minimum Account Balance \$1500
- Plan Document Included

401k **Plan Only**

- One-time fee
- You will be in charge of your record keeping
- Contact us for more details

Accounts under \$7,500 pay a lower Annual Fee! (please contact us for details)

Processing Fees

- Wire Transfer (incoming/outgoing): \$30
- Cashier's Check (includes overnight shipping): \$50
- ACH/Trust/Voided Checks: \$10
- Certified Mailing: \$10
- Overnight Mailing: \$20 plus shipping costs
- Notary: \$5

Miscellaneous Fees

- Exchange, Re-registration, Re-characterization of an Asset/Liability or Leveraged Asset: \$95
- Expedited Investment Review: \$95 (1 business day)
- Special services, such as but not limited to, research of closed accounts, processing foreclosures, and tax issues \$75 per 1/2 hour. (Minimum charge in increments of half hour.)
- Federal or State Tax Withholding \$10
- Obtain EIN for Plan \$75
- 401k Amendment (each additional participant) \$150
- Qualified Plan Loan Fee (origination and maintenance) \$75
- Partial or Full Account Termination - Includes transfer of assets from your account and lump-sum distributions: .005 of the termination value (plus applicable processing/misc. fees): min \$150 - max \$250.
- Deposit Research (if deposit coupon is not included with deposit) \$25
- Copy/Cleared/Canceled checks; Reproducing tax documents (1099); Duplicate Statements \$15
- Returned Items, Stop Payment Request, Credit Card Decline \$30
- Regularly Scheduled Distribution Fee (Monthly/Quarterly/Annually) \$25
- 990-T Processing, Reversal of Fees for Alternate Payment Method \$50
- If fees are deducted from your account causing your cash balance to fall below the required minimum account balance \$25 per month until account is brought back to the minimum balance.
- Loan Default Fee (401k) \$150

*Annual Record keeping Fees are not prorated when an account closes.

A credit card convenience fee of 4% will be charged for all credit card transactions

A credit card is required with each account

Pay Fees By: Credit Card Deduct fees from my undirected cash in account

Card Number: _____ Exp. Date: _____ Security Code: _____

Name on Card: _____ Billing Zip Code: _____

Annual account fees are not prorated and are withdrawn from undirected funds (defined as any cash in the Custodial Account not invested pursuant to a specific investment direction by you, as the depositor, hereinafter referred to as "Depositor"), unless Depositor elects to pay by credit card or debit card as specified above. Transaction fees are due prior to funding the transaction. Fees paid from Depositor's account will be reflected on Depositor's statements, which are available online. If there are insufficient undirected funds in Depositor's account, or where any credit card payments are declined, Custodian may liquidate other assets in Depositor's account to pay for such fees after a 30-day notification, in accordance with the Custodial Agreement and Disclosure Statement. Late Payment Fees: Depositor will be charged \$25 per month, or any portion of any month, an invoice remains past due, or the maximum allowable under applicable state law. Depositor agrees and directs Custodian that Depositor's un-directed cash be placed into a state and/or Federal banking institution, unless Custodian is otherwise directed by Depositor. Depositor understand that if fees are not paid within thirty (30) days after Custodian has provided a written past due notice, Custodian may begin the process of closing Depositor's account. Depositor understands that any asset distributed directly to Depositor as part of closing Depositor's account will be reported to the IRS on Form 1099 and may subject Depositor to possible taxes and penalties. Depositor agrees that accounts with past due fees, unfunded accounts, and accounts with zero value will continue to incur administrative fees until such time as Depositor notifies Custodian, of intent Depositor's to close the account or until Custodian resigns. In accordance with Depositor's Account Application, this Fee Disclosure is part of Depositor's Agreement with the Custodian and must accompany Depositor's Application. Custodian reserve the right to change its Fee Schedule at any time with a 30-day notice to Depositor.

10 Account Acceptance

We reserve the right, in our sole discretion, to disclose information about you without notice, if it is necessary or appropriate to comply with applicable law, respond to legal claims and the legal process (including subpoenas), protect our rights, interests, or property (including that of our officers, directors, owners, employees, affiliates, successors and/or assigns) or if we believe in good faith that it is necessary to protect the personal safety of any person, including but not limited to: your safety, our safety (including that of our officers, directors, owners, employees, affiliates, successors and/or assigns) the safety of the public, or the safety of any third party. Disclosure of such information may include sensitive or personally identifiable information. By my signature below, I confirm that I have read and consent to the terms of this document and I further acknowledge that I have read and consent to the terms of the New Account Application, Custodial Agreement (Form 5305, 5305-A, 5305-RA, 5305-SA, 5305-SEP, 5305-C or 5305-EA, as application, "collectively referred to as "5305" or 401K Plan Agreement ("Sponsored Plan") as applicable, Fee Schedule, Account Disclosure Statement and any other documents that govern my Custodial Account or Sponsored Plan, as such documents are currently written, or as they may be amended from time to time, (the "Documents"), which are incorporated by reference herein. (In the event of a conflict between the Documents and the 5305 and/or Sponsored Plan applicable to my Custodial Account, the 5305 or Sponsored Plan shall govern).

Account Holder Signature: _____

Account Holder Printed Name: _____ **Date:** _____

FOR OFFICE USE ONLY

Custodian(or authorized representative) Signature: _____

Printed Name: _____ **Date:** _____