

Document Type: **Restated Articles of Organization**

Document Fee: **\$25.00**

Entity Name: **Mission Village Center, LLC**

Additional Fee: **\$0.00**

**Entity Information**

Entity Name: Mission Village Center, LLC

Entity Type: Domestic LLC

Entity Email Address: abeslilaty@aol.com

Effective Date: 04/21/2020

Effective Time: 06:27AM

Character of Business: Any legal purpose

Character of Business Sub Code:

☒ Perpetual (forever)

Update Entity Information

**New Entity Name**

**Statutory Agent Information**

Name	Attention	Address	Email
Abraham Slilaty		3338 N. Mossy Brook Dr, TUCSON, AZ, 85712, USA	abeslilaty@aol.com
Attention	Mailing Address	PO Box 40333 TUCSON, AZ, 85717, USA	

**Principal Address**

Attention	Address
Abraham Slilaty	PO Box 40333, TUCSON, AZ, 85717, USA

**Principal Information**

Management Structure: Manager-Managed

Title	Name	Attention	Address	Email	Date Taking Office
Member	Vantage FBO Abraham Slilaty Roth IRA	Abraham Slilaty	PO Box 40333, TUCSON, AZ 85717, USA	abeslilaty@aol.com	

**Uploaded Attachments**

The eCorp system will take the information you've entered and create the Restated Articles of Organization. Do you want to use the eCorp Articles as your official document submitted for filing?

☒ Yes ☐ No

**File Name**

IRA Roth Vantage New Account Application Submitted Online Form SIGNED to AZCC 20200421.pdf

**Signature**

By typing/entering my name, I intend to affix my electronic signature acknowledging that this electronic document is submitted in compliance with Arizona law. I certify that the information on the electronic document is true, complete, and accurate as of the date the electronic filing is submitted.

☒ I Agree

Signature: Abraham Slilaty

Title: Authorized Agent



# Account Application

(Office use only)  
Rev. 12/31/18

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

## Personal Information (All information in this section is required)

☒ Mr. ☐ Ms. ☐ Mrs. ☐ Dr. Legal Name: Abraham Slilaty  
1213 wildwood Lane First, Middle, Last  
Legal Address: (P.O. Box not allowable. Must be legal residence.)  
City: vestal State: NY Zip: 13850  
Mailing Address: PO Box 40333  
(If different than above)  
City: Tucson State: AZ Zip: 85717  
Date of Birth: 04/22/1961 Social Security Number: 095-60-4808  
Mobile: 6077433499 Fax: 6077970577  
Occupation (If retired, must state former occupation): Real Estate Investments Industry: Real Estate  
County of Residence: Broome Marital Status: ☒ Single ☐ Married ☐ Widowed or Divorced  
Would You Like Online Access? ☒ Yes ☐ No Would You Like Mailed Quarterly Statements? ☒ Yes ☐ No  
Please note: monthly statements are always available via online access  
Would You Like to Receive Account Alerts via SMS Text Message? ☒ Yes ☐ No \*Standard text message and data rates may apply.  
\*\*You can opt-out at any time by texting STOP to (480) 297-0440  
Email Address: abeslilaty@aol.com

## Account Type (Please select one)

☐ Traditional IRA (IRS Form 5305) ☒ ROTH IRA (IRS Form 5305 RA) ☐ SEP IRA (IRS Form 5305-SEP needed to open account) ☐ SIMPLE IRA (IRS Form 5305-Simple needed to open account)  
☐ Health Savings Account - Please select one of the following: ☐ Self Coverage ☐ Family Coverage (IRS Form 5305-C)  
☐ Beneficiary IRA - Original IRA Holder: \_\_\_\_\_  
This option applies to beneficiaries of deceased parties only - Please select one of the following:  
☐ Traditional IRA ☐ ROTH IRA ☐ SEP IRA ☐ SIMPLE IRA

## Application Fee

☐ Check (Made payable to Vantage) ☐ Visa ☒ MC ☐ Discover ☐ AMEX  
Name On Card: Abraham Slilaty  
Card Number: 5466387506930269 Exp.: 02/24 CVC: 599  
Billing Address: PO Box 40333  
City: Tucson State: AZ Zip: 85717  
Promo Code (If Applicable): Referred By:

**Beneficiary Designation***If designating a Trust as the beneficiary, please include a copy of the Trust Abstract.*

**Legal Name:** \_\_\_\_\_ ☐ Primary ☐ Contingent **Phone:** \_\_\_\_\_  
First, Middle, Last

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Date Of Birth:** ●● / ●● / ●●●● **Social Security Number:** ●●● - ●●● - ●●●●●●

**Relationship:** \_\_\_\_\_ **Share:** \_\_\_\_\_

**Legal Name:** \_\_\_\_\_ ☐ Primary ☐ Contingent **Phone:** \_\_\_\_\_  
First, Middle, Last

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Date Of Birth:** ●● / ●● / ●●●● **Social Security Number:** ●●● - ●●● - ●●●●●●

**Relationship:** \_\_\_\_\_ **Share:** \_\_\_\_\_

**Legal Name:** \_\_\_\_\_ ☐ Primary ☐ Contingent **Phone:** \_\_\_\_\_  
First, Middle, Last

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Date Of Birth:** ●● / ●● / ●●●● **Social Security Number:** ●●● - ●●● - ●●●●●●

**Relationship:** \_\_\_\_\_ **Share:** \_\_\_\_\_

**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 named; and
- c. You and your spouse are residents of a community property state (such as AZ, CA, ID, NV, MN, TX, WA, or WI).

I am the spouse of the account holder listed above. I hereby certify that I have reviewed the Beneficiary Designation and I understand that I have a property interest in the account. I hereby acknowledge and consent to the above Beneficiary Designation other than, or in addition to, myself as primary beneficiary. I further acknowledge that I am waiving part or all of my rights to receive benefits under this plan when my spouse dies.

I, \_\_\_\_\_ hereby consent to the above Beneficiary Designation.  
(Please type or print name)

**Spouse Signature :** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Interested Party Authorization**

I hereby authorize Administrator to provide the individual named below access to information contained in my Account. I understand that this authorization relates only to information and that the named individual may not conduct transactions on my behalf. I understand that I may revoke this authorization by providing written notice to Administrator at any time.

**Interested Party Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**How Did You Hear About Us?**

☐ Internet ☐ Advertisement ☐ TV ☐ Radio ☐ Workshop ☒ Other: \_\_\_\_\_ other Real Estate Transaction



# Appointment of Custodian, Investment Direction and Important Disclosures

**Your signature is required. Please read before signing.**

*The account holder shown on the front of this application must read this agreement carefully and sign and date this part. By signing this application, you acknowledge the following:*

## Administrator Role:

I, the undersigned Account Owner, understand that Vantage Retirement Plans, L.L.C. ("Administrator") provides certain record keeping and administrative services in connection with self-directed retirement accounts on the behalf of the appointed custodian of the account ("Custodian"). I am making this application (my "Account Application") for Custodian to become the custodian of my self-directed retirement account (my "Account") and for Administrator to provide services to Custodian and me in connection with my Account. Custodian is identified in the IRS Form 5305 disclosed to and reviewed by me (the "Custodial Account Agreement"). I understand and acknowledge: (i) the Custodial Account Agreement is my separate agreement with Custodian and I consent to all its terms and conditions; (ii) Custodian may delegate certain responsibilities for my Account to Administrator under the Custodial Account Agreement; (iii) this Account Application, including the terms and conditions of the Documents (defined below), sets forth the terms of my relationship with Administrator; (iv) Administrator provides services as a record keeper and administrator, and no communication between me and Administrator, whether by e-mail, U.S. Mail, facsimile, direction/authorization letter, or otherwise, creates a contractual obligation of Administrator; (v) Administrator is a beneficiary of the terms and conditions of the Custodial Account Agreement; and (vi) Custodian is a beneficiary of the terms and conditions of this Account Application. For purposes of this Account Application, the terms Administrator and Custodian include their respective agents, assigns, licensees, and franchisees.

## Appointment:

I hereby appoint Custodian as the custodian of my Account and Administrator as the administrator of my Account. Administrator may change custodians at any time to any institution permitted by law. The appointment of Custodian and Administrator does not create a fiduciary relationship between me or my Account and Administrator or Custodian. I understand and agree that neither Administrator nor Custodian is a fiduciary to me or for my Account and/or my investment as such term is defined in the IRC, ERISA, and/or any applicable federal, state, or local law. I authorize Administrator to communicate with me by e-mail, and I will regularly monitor the e-mail address(es) that I provide to Administrator. I will deliver written notice to Administrator within ten (10) days of any change to the contact information I provide to Administrator, including, but not limited to, e-mail addresses, mailing addresses, and telephone numbers. Administrator may cease providing services and resign as administrator if I do not respond to written correspondence from Administrator or fail to pay any of Administrator's fees.

I hereby agree to participate in the Account offered by Custodian. I direct that all benefits upon my death be paid as stated above. If I designate a trust as a beneficiary, then I understand that I must disclose information regarding such trust to Administrator and Custodian. I authorize Administrator to deduct annual fees and other charges from my Account. I acknowledge and agree that I am responsible for determining my eligibility to participate in this Account, the amount and deductibility of any contributions made in connection with the Account, and the taxation of any distribution from my Account.

## Adequate Information:

I acknowledge that I have received a copy of the Fee Schedule and reviewed the appropriate IRS Form 5305 for my type of account, and that occasionally Administrator will provide additional documents and forms for my information and use in connection with my Account (documents provided or made available to me by Administrator regarding the administration of my Account are hereafter collectively referred to as the "Documents"). The Documents contain terms and conditions that apply to my Account, and I agree to be bound by those terms and conditions, as they may be amended from time to time. Failure to promptly notify Administrator in writing of my objection(s) to a term or condition of my Account Application or a Document is deemed a waiver of such an objection. If my Account Application pertains to an individual retirement account (an "IRA"), then I may revoke the Account Application without penalty by delivering written notice of the same to Custodian c/o Administrator within seven (7) days of the date of submission of the Account Application to Administrator. I have received sufficient information from Administrator to complete this Account Application. I have been afforded the opportunity to request information from Administrator and am satisfied with the information Administrator has provided to me.

## Responsibility for Tax Consequences:

I assume all responsibility for any tax consequences and/or penalties that may result from making contributions to, transactions with, or distributions from my Account. I am authorized and of legal age to establish this Account and purchase investments permitted under the Plan Agreement offered by Custodian. I assume complete responsibility for: (i) determining my eligibility for the Account transaction(s) that I direct Administrator to make on my behalf; (ii) ensuring all contributions I make are within the limits established by applicable tax laws and regulations; and (iii) the tax consequences of any contribution and distribution (including rollover contributions and distributions). I understand and acknowledge that no tax advice has been or will be provided to me by Administrator. I certify under penalty of perjury that: (i) I have provided Administrator with complete and accurate social security or tax identification number(s); and (ii) I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding because of a failure to report interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding. (Please note: you must cross out item (ii) if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return). I understand and acknowledge the IRS does not require my consent to any provision of this document other than the certification required to avoid backup withholding. If the Account is a rollover contribution, then I hereby irrevocably elect, pursuant to the requirements of Section 1.402(a)(5)-1T of the IRS regulations, to treat this contribution as a rollover contribution.

## Investment Instructions:

I hereby instruct Custodian to follow the investment directions that I provide to Administrator relating to my Account. Investment directions must be made in the form of an executed Administrator-approved direction letter. Administrator will not accept investment directions in any form other than an Administrator-approved Document. Administrator may accept and act in accordance with electronic copies of signed direction letters or other Documents. In taking any action related to my Account, Administrator and Custodian may act on my instruction, designation, or representation stated in an investment direction letter or other Document for the Account that has been delivered to Administrator. Administrator does not verify information and signatures supplied in an investment direction letter or other Document, and I am responsible for all damages associated with or arising from falsified or forged information and/or signatures in investment direction letters and other Documents delivered to Administrator regarding the Account. I understand that I am responsible for providing true, correct, and complete information in all instructions and other Documents delivered to Administrator and that Administrator and Custodian are not responsible for any damages caused by or related to incomplete or incorrect information, misleading, or impossible instructions, or falsified or forged information or signatures contained in a direction or other Document delivered to Administrator.

## Account Responsibility:

The Account is established for the exclusive benefit of me or my beneficiaries. I take complete responsibility for the type of investment instrument(s) that I choose to fund my Account. I further understand that my Account is self-directed and that Administrator and Custodian will not investigate, perform due diligence, or otherwise review or ascertain the legitimacy, quality, security, and/or suitability of any investment or the persons offering the investment. I am solely responsible for investigating and performing all due diligence and research that a reasonably prudent investor would undertake prior to making an investment and throughout the period an investment is held, including, but not limited to, completing title and lien searches and monitoring the status and compliance of the investment(s) and investment source(s). It is my responsibility to review investments for all investment risks, and to monitor my Account investments for status, risks, and compliance for the entire duration they are held in my Account. I understand and agree that Administrator and Custodian are not required to take any action should there be any default regarding an investment asset in my Account. Administrator is not responsible for any damages associated with use of the website [www.vantageiras.com](http://www.vantageiras.com) or its associated pages (the "Website"), including, but not limited to, inability to access the Website or inaccurate information.

## Release; Indemnification; Litigation Costs:

I understand and agree that Administrator does not and will not provide, through its website, workshops, or otherwise, any investment advice, structure, guidance, or strategies, or any tax advice, legal advice, due diligence, research, recording or title services, or endorsement of professional relationships ("Advisory Activities"). I understand and agree that Administrator has not made, through its website, workshops, or otherwise, any representations, warranties, promises, or guarantees regarding any investment, including, but not limited to, the quality and/or suitability of an investment, investment performance, preservation of capital, return on capital, feasibility of an investment strategy, security lien positions, placement of security interests, the credibility of business practices and/or ethics, or an investment's compliance with the Employee Retirement Income Securities Act ("ERISA"), the Internal Revenue Code ("IRC"), or any federal, state, or local law or regulation, including, but not limited to, applicable securities laws ("Investment Representations"). If I desire Advisory Activities and/or Investment Representations, then I will not look to nor rely on Administrator and will consult with independent legal, accounting, and/or financial professionals.

I am aware of the transactions prohibited by Internal Revenue Code Section 4975 ("Prohibited Transactions") and warrant and represent that I will not participate in or request Administrator to participate in any Prohibited Transaction.

Understanding and acknowledging that Administrator will not provide me with, and has at no time provided me with, any Advisory Activities, Investment Representations, or Prohibited Transactions, I fully, finally, and forever release and discharge Administrator from all claims relating to and arising from, in the broadest sense, Advisory Activities, Investment Representations, and Prohibited Transactions. I covenant not to sue or otherwise assert against Administrator, in any forum, any claim of any nature whatsoever, which I had, now have, or may purport to have related to or arising out of Advisory Activities, Investment Representations, or Prohibited Transactions. This release extends to all claims, whether known or unknown, past, present, or future. My release will remain effective as a full and complete release notwithstanding my discovery of new facts and/or claims.

If I elect to transfer assets from another custodian and/or administrator to the Account, then I hold harmless and fully indemnify Administrator and Custodian from and against claims, action, omissions, damages, liabilities, obligations, penalties, fines, judgments, deficiencies, losses, costs, expenses, assessments (including without limitation, interest, penalties, and reasonable attorneys' fees) arising from or relating to the transferred assets, in the broadest sense, prior to the date Custodian comes into possession of the assets designated for transfer to the Account. Neither Custodian nor Administrator has any duty or responsibility to investigate or take any action regarding actions or omissions completed by a prior custodian or administrator of accounts and assets held by me and/or for my benefit.

I further hold harmless and fully indemnify Administrator from and against all claims, actions, omissions, damages, liabilities, obligations, penalties, fines, judgments, deficiencies, losses, costs, expenses, assessments (including without limitation, interest, penalties, and reasonable attorneys' fees) arising from or relating to: (i) any action taken by Administrator or Custodian in reliance upon my instructions, designations, or representations; (ii) any action taken by Administrator or Custodian in exercising a right or power of Administrator or Custodian; (iii) any Advisory Activities, Investment Representations, or Prohibited Transaction; (iv) my actions or omissions in investigating, reviewing, and selecting investments; and (v) any action or omission of a third party regarding the Account or its assets; (vi) any claim made by a third-party related to my Account whereby Administrator or Custodian is named as a party.

In the event a claim, action, omission, damage, liability, obligation, penalty, fine, judgment, deficiency, loss, cost, expense, or assessment subject to the foregoing releases and indemnification (an "Indemnified Claim") is noticed or asserted, Administrator and Custodian may: (i) at their sole discretion, select their own attorneys to represent them regarding the Indemnified Claim(s); and deduct from my Account amounts sufficient to pay for any damages, costs, and expenses associated with such claim, including, but not limited to, all internal costs of Administrator and Custodian, and attorneys' fees and costs incurred by Administrator or Custodian, in connection with such claim (collectively, "Litigation Costs"). If there are insufficient funds in my Account to fully reimburse Administrator and Custodian for all Litigation Costs, then, upon demand by Administrator or Custodian, I will promptly reimburse Administrator and/or Custodian the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, then Administrator and Custodian may seize and/or liquidate any of my assets under their control, and/or initiate legal action to obtain full reimbursement of the Litigation Costs.

I understand and acknowledge that if the services of Administrator or Custodian were marketed, suggested, or otherwise recommended to me by a third-party, individual or entity, such as a financial representative or investment promoter, then all such persons are not and will not be construed as agents, employees, representatives, affiliates, partners, consultants, or subsidiaries of Administrator or Custodian. Neither Administrator nor Custodian is responsible for or bound by any statements, representations, warranties, or agreements, made by any such person.

If any provision of this Account Application is determined to be illegal, invalid, void, or unenforceable, then such provision is severed from this Account Application and such illegality or invalidity will not affect the remaining provisions of this Account Application, which will remain in full force and effect.



# Appointment of Custodian, Investment Direction and Important Disclosures

## Your signature is required. Please read before signing.

The account holder shown on the front of this application must read this agreement carefully and sign and date this part. By signing this application, you acknowledge the following:

### Important Information for Opening a New Account:

To comply with the USA PATRIOT Act, Administrator has adopted a Customer Identification Program that requires all accounts include a copy of an unexpired, photo-bearing, government-issued identification of the Account holder. The copy must be legible to permit Administrator to identify Account Owner's name and driver's license number or state issued identification number.

### Electronic Communications, Signatures, and Records:

Subject to any limitations in Treasury Regulation section 1.401(a)-21 and other applicable federal law, I understand and acknowledge the Account is subject to the Uniform Electronic Transactions Act, as passed in the state where the Administrator or Custodian is organized, 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 Account records. Pursuant to applicable law, in lieu of the retention of the original records, Administrator and 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 has the same force and effect as the original thereof.

I acknowledge and agree that Administrator may monitor and record telephonic communications between me (or any Account representative) and Administrator for record-keeping, training, and quality-assurance purposes, and I consent to the same. My consent is effective without regard to, and is not contingent upon, the disclosure and/or publication of notice at the time of telephonic communication.

I further consent to Administrator's disclosure of records regarding the Account when required by law, including under subpoenas and/or orders issued by state and/or federal agencies, or state and/or federal courts.

### Arbitration; Class Action:

Scope. I consent to the arbitration of any claim, controversy, dispute, or disagreement between me, the Account Owner, and Administrator (collectively the "Parties") arising out of and relating to the Account, the Account Application, the Documents, and/or the Custodial Account Agreement (each a "Dispute") under the terms and provisions set forth herein (the "Procedures") and in accordance with the Federal Arbitration Act. The Procedures do not preclude Administrator from seeking a temporary restraining order, injunction, or other equitable relief in state court or federal court for the breach of any duty, obligation, covenant, representation, or warranty, the breach of which may cause irreparable harm or damage to Administrator. All Disputes must be commenced within one (1) year after they accrue.

These Procedures do not apply to claims, controversies, disputes, or disagreements between me, the Account Owner, and persons other than the Administrator that arise out of or relate to the Account and/or investments made by me by or through the Account. I warrant and represent that I will not join or seek to add Administrator as a party, whether designated as indispensable or otherwise, to any legal proceeding or civil action between me, the Account Owner, and persons other than the Administrator that arise out of or relate to the Account and/or investments made by me by or through the Account.

Waiver. I acknowledge and agree that all Disputes not commenced within one (1) year after they accrue are waived by the Parties. I will only assert Disputes in my individual capacity and will not, and waive all right to assert, claims against Administrator in a class action or representative action in any forum, and I understand I have no right or authority to claim any Dispute be arbitrated on a class action or representative action basis. BY SIGNING THIS AGREEMENT, I, AS THE ACCOUNT OWNER, WAIVE ALL RIGHTS TO A JURY TRIAL AND ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION.

Written Notice. If a Dispute occurs, then written notice of the Dispute must be delivered by the noticing Party (the "Claimant") to the other Party ("Respondent") by certified U.S. Mail, return receipt requested (a "Dispute Notice"). The Dispute Notice must identify the facts and claims that comprise the Dispute and the Claimant's requested remedy. Upon delivery of the Dispute Notice, the Parties must engage in good faith efforts to resolve the Dispute. If the Parties cannot resolve the Dispute within thirty (30) days following the Dispute Notice (the "Negotiation Period"), then the Parties must proceed to arbitration as set forth below.

Arbitration. A Dispute not resolved by agreement of the Parties will be resolved by means of binding arbitration before a single arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, including the Rules for Emergency Measures of Protection, unless otherwise provided herein.

The Parties may mutually agree to appoint a qualified arbitrator. Unless otherwise agreed by the Parties, a qualified arbitrator is a retired federal or state court judge, or American Arbitration Association ("AAA") and/or National Academy of Distinguished Neutrals ("NADN") neutral, located in Arizona with at least fifteen (15) years of working experience related to commercial legal disputes. If the Parties do not mutually select an arbitrator for appointment within fifteen (15) days of the expiration of the Negotiation Period, then the arbitrator of the Dispute will be selected and appointed as follows: The Claimant will nominate one arbitrator and notify the Respondent of Claimant's nomination within twenty (20) days of the expiration of the Negotiation Period; the Respondent will within fifteen (15) days of Claimant's delivery of notice of nomination nominate one arbitrator and notify Claimant of Respondent's nomination; and the two nominated arbitrators will then confer amongst themselves and mutually nominate and appoint a third arbitrator and notify the Parties of the same within fifteen (15) days of Respondent's delivery of notice to Claimant. Unless otherwise provided herein, the third arbitrator will serve as the sole arbitrator to hear and decide the Dispute identified under the Dispute Notice (the "Arbitrator"). If Claimant fails to nominate an arbitrator and deliver notice of its nomination to Respondent within twenty (20) days of the expiration of the Negotiation Period, then all claims asserted by Claimant under the Dispute Notice will be deemed waived. If Respondent fails to timely nominate an arbitrator and provide notice of the same to Claimant under the Procedures, then the arbitrator timely nominated by Claimant will be appointed and serve as the Arbitrator. If one or both Parties' nominated arbitrators fail to appoint and notice the appointment of a third arbitrator, then the Dispute will be submitted to the AAA by the Party that noticed the Dispute, and the AAA will select and appoint the Arbitrator under its applicable rules.

The arbitration must be held in the Phoenix, Arizona metropolitan area and, unless otherwise provided herein, the Dispute is governed by Arizona law. The arbitration proceedings and arbitration award must be maintained by the Parties as strictly confidential, except as otherwise required by court order or as is necessary to confirm, vacate, or enforce the arbitration award and for disclosure in confidence to the Parties' respective attorneys, tax advisors, and senior management and to immediate family members of a Party who is an individual.

The Arbitrator will require exchange of disclosure statements by the Parties that conform with Arizona Rule of Civil Procedure 26.1 within forty-five (45) days following the appointment of the Arbitrator. All discovery must be completed within one hundred-twenty (120) days following the appointment of the Arbitrator, unless the Arbitrator otherwise determines for good cause. Any dispute or objections regarding discovery or the relevance of evidence will be determined by the Arbitrator. The final decision of the Arbitrator must be reduced to writing, include findings of fact and conclusions of law, and identify the prevailing Party for an award of attorneys' fees and costs. The prevailing Party is entitled to an award of his/her/its reasonable attorneys' fees and costs. The decision of the Arbitrator is binding on the Parties and not subject to appeal. Judgment upon the award(s) rendered by the Arbitrator may be entered and execution had in any court of competent jurisdiction and application may be made to such court(s) for a judicial acceptance of the award and an order of enforcement. The Arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages. The Arbitrator has no authority to consider a class action or representative action by one or more Parties or otherwise preside over any form of a class or representative proceeding. All privileges under state and federal law, including attorney-client and work-product privileges, will be preserved and protected to the same extent that such privileges would be protected in a federal court proceeding applying the state laws of Arizona.

Under penalty of perjury, I certify that I have examined this Account Application, including all accompanying documents, and to the best of my knowledge and belief, the Account Application is true, correct, and complete. I have carefully read this document and I understand its contents, and I have not executed this Account Application under any duress, pressure, or fraud. I understand that upon signing below, this document becomes a legally enforceable agreement under which I will give up rights and potential claims. I have been encouraged to have legal counsel review this agreement before signing it. I understand that no person associated with Administrator or Custodian has authority to agree to anything different than as set forth in this Account Application.

**PRINT, SIGN, AND MAIL THIS FORM TO ADMINISTRATOR. THIS FORM CONTAINS SENSITIVE FINANCIAL INFORMATION.**



DocuSigned by:

**Account Owner's Signature:**

Abraham Slitaty

052B65FF464C4C8

**Date:** 4/20/2020 | 11:47:42 PM

An incomplete application will be discarded if not completed within 30 days of submitting. A new application will be required to open an account.

**Vantage, as agent for Custodian:**

**Date:**



# Fee

<b>Account Setup Fee</b> (Non-Refundable Account Application Fee)	<b>\$50</b>
<b>Annual Recordkeeping Fee</b>	
Per Asset	<b>\$350</b>
Per Mortgage Liability	<b>\$100</b>

Maximum Annual Recordkeeping Fee \$2100

### \* PLEASE NOTE:

**THIS ACCOUNT WILL BE CLOSED  
IF NOT FUNDED WITHIN 60 DAYS**

## Transaction Fees

Purchase, Sale, Exchange, Payoff, or Re-Registration of Any Asset or Liability	<b>\$125</b>
Roth Conversion or Recharacterization	<b>\$50</b>
Domestic Wire Transfers (International Wire Transfers \$35)	<b>\$30</b>
Cashier's Checks (Cashier's Check stop payment requests are subject to additional fees)	<b>\$50</b>
Check Fee or ACH Transfers	<b>\$5</b>
Required Minimum Distributions by Check or ACH	<b>NO CHARGE</b>
Overnight Mail / Certified Mail	<b>\$35 / \$15</b>
Returned Items of Any Kind or Stop Payment Requests	<b>\$30</b>
Tax Form Corrections	<b>\$50</b>
Custom Research Fee (Minimum \$50)	<b>\$50 per hour</b>
Full Account Termination including transfer of assets from your account (Annual Recordkeeping fees are not pro-rated when an account is closed)	<b>\$150</b>
Partial Account Termination including transfer of assets from your account and lump-sum distributions/withdrawals	<b>\$50</b>
Late Fee on Outstanding Invoices	<b>\$35</b>
Late, Incomplete, or Rejected Fair Market Valuation Submission (Assessed May 1st)	<b>\$75</b>

## Pay Fees From

**PLEASE NOTE: fees will be deducted from your account unless other arrangements have been made.**

☐ Invoice Me    ☐ Vantage Account    Credit Card: ☐ Visa    ☒ MC    ☐ Discover    ☐ AMEX

Name On Card: \_\_\_\_\_

Card Number: \_\_\_\_\_ Exp.: \_\_\_\_\_ CVC: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Note: By adding your credit card information, you are authorizing Vantage to keep the information on file for the payment of future Administration fees.

Please mark the appropriate selection for your preferred invoice method: ☒ Email    ☐ Mail

**If an invoice on your account is unpaid for 30 days and funds are unavailable in the account, the credit/debit card on file for the account will be charged.**

Vantage Retirement Plans, LLC ("Administrator") performs recordkeeping and administration du Owner's self-directed account (the "Account") on behalf of the custodian ("Custodian") as set fo 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.

The Custodian is entitled to receive, from the assets held in your Account, a fee equal in amount to all income that is generated from any Undirected Cash (defined as any cash in your Account not invested pursuant to a specific investment direction by you, the Account holder) which is held by Custodian in an account or product of an FDIC or other United States government insured financial institution, United States government security, or security that is insured or guaranteed by the United States government ("Custodial Fee"). The Custodial Fee is associated with cash management activities, including, but not limited to, account maintenance, depository bank selection, transaction processing, sub-accounting, recordkeeping, and other services performed under the terms of this Agreement and your Account Application. Custodian retains the right, but does not have the obligation, to reduce this fee by rebating a portion of the Custodial Fee into your Account. You agree that the Custodial Fee may be retained by Custodian as compensation for the services provided by Custodian under this Agreement and your Account Application. Custodian may pay all or an agreed portion of Custodial Fee to Administrator as agreed between Custodian and Administrator. Custodian reserves the right to change all or part of the Custodial Fee at its discretion. If changes adversely affect any clients, 30 days written notice of the change will be provided.

**FEES WILL BE DEDUCTED FROM YOUR ACCOUNT UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE.**

Minimum account balances may apply. Annual recordkeeping fees may be prepaid from your Account and not prorated. For your convenience, your annual fee will be reflected on your statements showing your recordkeeping charges. You may pay the amount shown on the statement.

If you have previously provided a credit card to be kept on file for payment of fees associated with your Account and the credit card is declined, the Administrator reserves the right to deduct these fees from your Account. If there are insufficient funds in your Account, we may liquidate other assets to pay for such fees. All Undirected Cash is maintained by Custodian at FDIC insured banks. Fees are subject to change.

***In accordance with your Account Application, this Fee Disclosure is part of your Agreement with Administrator and must accompany your Account Application.***

**PLEASE SIGN AND RETURN THIS FORM TO THE VANTAGE OFFICE**

Account Owner's Signature:  DocuSigned by:  
052B65FF464C4C8...

Print Name: Abraham Slilaty

Date: 4/20/2020 | 11:47:42 PM MST