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IN-KIND TRANSFER ROLLOVER KIT

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MAILING ADDRESS

Please return originals to:

Regular Delivery

P.O. Box 26903
San Francisco, CA 94126-6903

Overnight Delivery

450 Sansome Street Floor 14
San Francisco, CA 94111-3306



In-Kind Transfer/ Rollover Requirements

- ✓ **When transferring existing assets to PENSICO Trust 'in kind' (i.e., not liquidating them and transferring as cash) from another custodian, please supply the following required documentation pertaining to each transferring asset type when submitting your completed Funding Form to PENSICO Trust.**
- ✓ **We've provided a helpful checklist of required documentation for each asset type below. Please use these lists as your guide.**
- ✓ **If you are unclear regarding any of the required documentation, please contact Client Services at 800-969-4472 or clients@pensco.com.**

Real Estate

Real Estate

- Original Deed**
- Assignment of Deed** - From current custodian to
"PENSICO Trust Company Custodian FBO 'Accountholder Name' IRA 'PENSICO Account #'"
- Original Note** (if the asset has been debt-financed)
- Note Endorsement** (if the asset has been debt-financed) -
From current custodian to "PENSICO Trust Company Custodian FBO 'Accountholder Name' IRA 'PENSICO Account #'"
- Title Insurance Binder/Policy**

Notes

Secured Note

- Original Deed**
- Assignment of Deed** - From current custodian to
"PENSICO Trust Company Custodian FBO 'Accountholder Name' IRA 'PENSICO Account #'"
- Original Note**
- Note Endorsement** -
From current custodian to "PENSICO Trust Company Custodian FBO 'Accountholder Name' IRA 'PENSICO Account #'"

Unsecured Note

- Original Note**
- Note Endorsement** -
From current custodian to "PENSICO Trust Company Custodian FBO 'Accountholder Name' IRA 'PENSICO Account #'"

Public Assets:

Savings Accounts, Certificates of Deposit (CDs), Mutual Funds, Brokerage Accounts, or Annuities

When transferring any of the above asset types, please provide PENSICO Trust with a copy of your most recent account statement.



In-Kind Transfer/ Rollover Requirements Private Placements

- ✓ The requirements in this section are categorized by investment type and may be negotiable depending upon the age, business purpose, and scope or scale of the Issuer or the investment. If you have questions, please contact Client Services at 800-969-4472 or clients@pensco.com.

Corporate Stock

(Note: Solo(k)s may invest into either S or C Corporations. IRAs are not permitted to invest into S Corporations.)

- Certificate of Incorporation
- Certificate of Good Standing
- Articles of Incorporation
- Offering Memorandum/Business Plan
- Current Financial Statements
- Detailed Forecast, Profit and Loss Statement, and/or Cash Flow Forecast for three years
- Subscription Agreement, Stock Purchase Agreement and/or any other agreement or form the investor was required to sign at the time of investment.
- Issuer Representation Letter* - Page 3 of this Kit (signed by a representative of entity that issued the investment.)

Limited Liability Company

- Certificate of Organization/Articles of Organization
- Certificate of Good Standing
- Operating Agreement/Business Plan
- Current Financial Statement, if any
- Detailed Forecast, Profit and Loss Statement, and/or Detailed Cash Flow Forecast for three years
- Subscription Agreement and/or any other agreement or form the investor was required to sign at the time of investment.
- Issuer Representation Letter* - Page 3 of this Kit (signed by a representative of entity that issued the investment.)
- Copy of IRS Form SS-4 'Application for Employer Identification Number' (Go to: www.irs.gov/pub/irs-pdf/fss4.pdf)

Limited Partnership

(PENSCO Trust does not accept General Partnership investments)

- Certificate of Partnership
- Certificate of Good Standing
- Articles of Organization
- Limited Partnership Agreement, and/or any other agreement or form the investor was required to sign at the time of investment.
- Current Financial Statement, if any
- Detailed Forecast, Profit and Loss Statement and/or Detailed Cash Flow Forecast for three years
- Issuer Representation Letter* - Page 3 of this Kit (signed by a representative of entity that issued the investment.)



In-Kind Transfer/ Rollover Requirements Issuer Representation Letter

✓ **For each private placement asset being transferred to PENSCO Trust 'in kind', this form must be completed and signed by an authorized representative of the investment's issuing entity. This signed form must then be submitted to PENSCO Trust, along with the required documentation listed on Page 2 of this Kit, and your completed Funding Form.**

Terms Defined:

- ✓ **The "IRA Owner" and "Solo(k) Participant" are referred to as: "Accountholder"**
- ✓ **"IRA" or "Solo(k) Plan" are referred to as: "Account"**
- ✓ **Issuer = Entity 'issuing' or 'sponsoring' the Investment, or an authorized representation thereof.**

This form must be completed and signed by the Issuer prior to PENSCO Trust's acceptance of the Issuer's investment. PENSCO Trust will not custody an Accountholder's investment prior to receiving this form.

PENSCO Trust neither endorses nor recommends any investment program nor investment and does not provide any legal, tax, investment, nor other advice with respect to any investment. Furthermore, PENSCO Trust's responsibility is limited. PENSCO Trust will only make investments for a PENSCO Trust Accountholder upon and pursuant to the Accountholder's specific instructions to do so.

Prior to accepting a transfer of an Investment, PENSCO Trust requires that the Investment's Issuer agrees to the following by signing below:

- I.** The Issuer of the investment hereby indemnifies PENSCO Trust Company and PENSCO Inc. from any and all legal or financial damages, claims, costs, etc. that may result from legal actions involving the Investment or Issuer to the extent attributable to the fraud, gross negligence, or willful misconduct of the Issuer or the breach of this agreement for the diminution in value, lost profits, or other investment losses.
- II.** Issuer agrees to inform PENSCO Trust promptly of any significant change in its legal structure, if it becomes insolvent, or of pending litigation seeking damages greater than \$1,000,000.
- III.** Issuer agrees that all income associated with the Investment made by PENSCO Trust Accountholders will be sent directly to PENSCO Trust in a timely manner for crediting to the appropriate PENSCO Trust Account. Under no circumstances will Issuer distribute principal monies or assets associated with said Investment directly to PENSCO Trust's Accountholders. Issuer hereby indemnifies PENSCO Trust and PENSCO Inc. and takes full responsibility for any tax, legal, or penalty damages and charges associated with the direct distribution of monies or assets by Issuer to the Accountholder.
- IV.** Issuer agrees to provide PENSCO Trust with annual (calendar year-end) updates of the fair market value of the Investment listed below as "Investment," as such value may be estimated in good faith by Issuer.
- V.** Issuer agrees that PENSCO Trust has neither endorsed nor approved the Investment or Issuer and will make no representation to the contrary. Issuer also hereby acknowledges that PENSCO Trust's acceptance of said Investment solely indicates that it meets PENSCO Trust's existing systems and procedures and in no way can be construed to be either an endorsement or evaluation of merit of any kind or an acknowledgment that the investment complies with any sanction, legal authority, or regulatory statute.
- VI.** Issuer agrees to not use PENSCO Trust's name in advertising, printed or web-based material, or any other form of communication without the express written consent of PENSCO Trust Company.
- VII.** Issuer shall not distribute PENSCO Trust *IRA Applications, Solo(k) Plan Establishment Kits* or other marketing or operative documents to prospective clients without the express written consent of PENSCO Trust Company.

Issuer Signature

Name of Investment (This might be the name of an LLC, LP or C-Corp)

Investment's Tax ID #



Issuer Signature (Must be signed by an authorized representative of the transferring Investment's issuing entity.)

Date

Printed Name

Title