

9 ACCOUNT OWNER ACKNOWLEDGEMENTS, REPRESENTATIONS AND SIGNATURE:

I, the above named account owner, hereby agree, acknowledge and represent the following:

A. I acknowledge and agree to all of the provisions, and specifically the investment provisions, of the Form 5305 (Custodial Agreement) that is hereby incorporated by reference into this section of this Investment Direction/Authorization form.

B. I agree and acknowledge that neither the Custodian nor IRA Plus Southwest, LLC is a fiduciary with regard to my IRA.

C. I further agree and acknowledge that I have the sole responsibility for the investment of my IRA assets with the Custodian and that the Custodian and IRA Plus Southwest, LLC shall have NO LIABILITY for any losses, expenses, damages (of any kind), costs, including court costs and attorney fees, or taxes, including tax resulting from prohibited transactions or disqualification of my IRA resulting from transactions executed by the Custodian and/or IRA Plus Southwest, LLC and authorized by me, my power of attorney or other authorized representative.

D. I agree and acknowledge that the Custodian and IRA Plus Southwest, LLC have not provided and do not provide any investment management or investment, legal or tax advice and will not be responsible for any investment results (gain or loss) of this or any asset in my IRA.

E. I agree and represent that it is solely my responsibility to perform the due diligence with regard to the investment and investment sponsor, including but not limited to, obtaining and reading any applicable prospectus, private placement memorandum, offering circular or similar document prior to authorizing the Custodian and/or IRA Plus Southwest, LLC to make this investment on behalf of my IRA.

F. I agree and acknowledge that neither the Custodian nor Plus Southwest, LLC has a duty to review or evaluate this or any investment or this or any sponsor of any investment. I further agree and acknowledge that neither the Custodian nor Plus Southwest, LLC has reviewed or evaluated this investment or the sponsor of this investment. I further agree and acknowledge that neither the Custodian nor IRA Plus Southwest, LLC will review or evaluate this investment or the sponsor of this investment.

G. I agree to defend and indemnify the Custodian and IRA Plus Southwest, LLC and to hold them harmless from and against **all losses, expenses, damages (of any kind), costs, including court costs and attorney fees, or taxes, including tax resulting from prohibited transactions or disqualification of my IRA** resulting from transactions executed by the Custodian and/or IRA Plus Southwest, LLC and authorized by me, my power of attorney or other authorized representative in connection with this or any investment which I hold in my account.

H. I acknowledge and agree that it is solely my responsibility to comply with the provisions of Internal Revenue Section 4975 "Tax on Prohibited Transactions" and that it may be necessary for me to obtain competent legal counsel in addition to having personal understanding of the provisions. I agree to notify the Custodian if a prohibited transaction occurs with regard to this investment and my IRA.

I. I agree and acknowledge that (1) I am solely responsible for providing the Custodian with the Fair Market Value of the assets held in my IRA and for the accuracy of the Fair Market Value; (2) the Custodian is in no way responsible for the accuracy of the Fair Market Value reported to me or the IRS; (3) the fact that the Custodian reports the FMV (provided to the Custodian by me or by a third party authorized by me to provide the FMV to the Custodian) to me, the IRS, or other party shall in no way imply or be interpreted to mean that the Custodian has independently determined the FMV being reported or that the Custodian is guaranteeing the FMV or that the asset can be sold for the FMV being reported; (4) the Custodian has no responsibility for the tax consequences of any taxable event based on the FMV of any asset held in the Account, including but not limited to required minimum distributions, normal or early distributions or Roth Conversions.

J. I represent, agree and acknowledge that I understand the requirements of Internal Revenue Code Section 401(a)(9) Required Minimum Distributions with respect to my IRA account including the severe penalties (50% excise tax) for not making timely Required Minimum Distributions. I further agree and acknowledge that I am solely responsible for determining the amount and requesting distribution of any Required Minimum Distributions.

K. I agree and acknowledge that I am solely responsible for determining whether any Unrelated Business Taxable Income is generated by this or any investment in my IRA and for the proper filing of Form 990-T and payment of any required tax and that the tax must be paid by my IRA and not by me.

L. I acknowledge and agree that, except to the extent that it is governed by or subject to the Internal Revenue Code and Regulations or other federal law, this agreement shall be governed by the laws of the State of Texas.

M. Under penalty of perjury, I declare and certify that this form, except for the information provided in the completion of the form, is identical, word for word, to the form provided by IRA Plus Southwest, LLC ("IPS"), via its website or by any other means, and has not been altered in any manner whatsoever by me or, to my knowledge, by any third party. In the event that this form has been modified, with or without my knowledge, I agree that any such modification shall be null and void and that the language of the form as it was provided by IPS shall override any conflicting language.

Printed Name: **X** _____

Signature: **X** _____ Date: **X** _____