

1. Equity Trust Company (Custodian) does not offer any investment advice, nor does it endorse any investment, investment product or investment strategy; and Custodian does not endorse any financial advisor, representative, broker, or other party involved with an investment selected by me. It is my own responsibility to perform proper due diligence with regard to any such representative, financial advisor, broker or other party. Any review performed by Custodian with respect to investment shall be solely for Custodian's own purposes of determining the administrative feasibility of the investment and in no way should be construed as an endorsement of any investment, investment company or investment strategy. In addition the acceptance of any investment should not be construed as an endorsement of any investment, investment company or investment strategy;

2. This investment is not FDIC insured and may lose value. In addition the investment selected by the undersigned may lack liquidity; may be speculative and involve a high degree of risk; and may result in a complete loss of the investment. Any loss sustained in my Retirement Account will not affect my retirement income standard; and if a mandatory distribution arises, I will have the ability through my IRA and/or other retirement accounts to meet any mandatory distribution requirements.

3. Neither Custodian nor any employee or agent of Custodian has selected or recommended any investment for me; and neither Custodian nor any employee or agent of Custodian has acted as a broker-dealer or salesperson in completing any purchase or sale of an investment of a security for me, except where Custodian may purchase or sell a publicly-held security on my behalf, at my own direction through its affiliate that receives a commission for such transaction.

4. Custodian is neither an agent nor a representative of any investment program or other entity in which or with which I may invest; and any salesperson, promoter, financial advisor, broker or other party involved in the purchase or sale of my investment shall be considered my own agent and representative and not the agent or representative of Custodian. Custodian has no duty or responsibility to investigate or make recommendations as to my choice of agent. Custodian shall not be responsible for or bound by any representations, warranties, statements or commitments made by such party.

5. Custodian is acting solely as a passive custodian to hold Retirement Account assets and in no other capacity, an affiliate may receive a commission in connection with the unsolicited purchase or sale of a publicly-traded security. Custodian has no responsibility to question any investment directions given by me or any appointed financial representative. I further understand that custodian does not compensate nor receive compensation from the undersigned chosen representative.

6. Custodian shall be under no obligation or duty to investigate, analyze, monitor, verify title to or otherwise evaluate any investment contemplated herein, or to obtain or maintain insurance coverage (whether liability, property or otherwise) with respect to any assets or investment purchased by me. Custodian shall not be responsible to take any action should there be any default with regard to this investment.

7. It is not the responsibility of Custodian to review the prudence, merits, viability or suitability of any investment made by me or to determine whether the investment is acceptable under ERISA, the Internal Revenue Code or any other applicable law. I understand that certain transactions are prohibited in individual retirement accounts and qualified retirement plans under Section 4975 of the Internal Revenue Code. I further understand that the determination of a prohibited transaction depends on the facts and circumstances that surround the particular transaction. Custodian will make no determination as to whether my investment is prohibited.

I further understand that should my Retirement Account engage in a prohibited transaction, my account will incur a taxable distribution as well as possible penalties. I represent to Custodian that I have consulted with my own legal and accounting advisors to ensure that my investment does not constitute a prohibited transaction and that my investment complies with all applicable federal and state laws, regulations and requirements including without limitation that the offering entity or individual is not a disqualified person under IRC 4975 (e) (2), nor a "party in interest" as defined in ERISA section 3 (14). In the event any investment for my retirement account produces taxable income (unrelated or debt financed) pursuant to IRC 511-514, I agree to prepare or have prepared for me, the required 990T tax form along with a direction of investment authorizing the custodian to pay taxes from my account. Forms need to be submitted to the Custodian for filing 5 days prior to the date on which they are due.

8. Custodian does not provide legal or tax services or advice with respect to my investment; and the undersigned releases and indemnifies, and agrees to hold harmless and defend Custodian in the event that my investment or sale of assets pursuant to the Direction of Investment violates any federal or state law or regulation or otherwise results in a disqualification, penalty, fine or tax imposed upon the IRA, Custodian or the undersigned.

9. Custodian shall be fully protected in acting upon any instrument, certificate or paper believed to be genuine and to be signed or presented by the proper person or persons whether or not by facsimile or other copy, and Custodian shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of

the statements therein contained.

10. The undersigned represents to Custodian that if my investment is a "security" under applicable federal or state securities laws, such investment has been registered or is exempt from registration under federal and state securities laws; and the undersigned releases and waives all claims against Custodian for its role in carrying out the instructions of the undersigned with respect to such investment. The undersigned acknowledges that the foregoing representation is being relied upon by Custodian in accepting the undersigned's direction of investment and agrees to indemnify Custodian with respect to all costs, expenses (including attorneys' fees), fines, penalties, liabilities, damages, actions, judgments and claims arising out of such investment and/or a breach of the foregoing representation.

11. The undersigned authorizes and directs Custodian to execute and deliver, on behalf of my Retirement Account, any and all documents delivered to Custodian in connection with my investment; and Custodian shall have no responsibility to verify or determine that any such documents are complete, accurate or constitute the documents necessary to comply with this Direction.

12. Custodian shall only be responsible to comply with those investment directions given by the undersigned to purchase, retain and/or sell assets obtainable by Custodian "over-the-counter" or on a recognized exchange or otherwise, including, without limitation, bank deposits, real property, promissory notes and other indebtedness, mortgages, viaticals, securities, interests in partnerships and limited liability companies, accounts receivable, security interests, etc.; provided in each case that the investment may be obtained by Custodian and is compatible with its administrative and operational requirements and framework, as determined by Custodian, in its sole discretion. The undersigned agrees that any documents sent to the undersigned by Custodian in connection with my investment shall be deemed approved by the undersigned, unless written notice to the contrary is received by Custodian within five (5) days after delivery of such documents by Custodian. Custodian has no duty or responsibility to disburse any payment for my investment without my express direction. I agree to furnish Custodian with payment instructions utilizing Custodian's Direction of Investment form. Custodian also has the right not to effect any transaction/investment which it deems to be beyond the scope of its administrative capabilities or expertise Custodian has no responsibility to forward to me any documents or notifications regarding my investment and I agree that it is my own responsibility to assure delivery of all such notices and documents to me. Custodian shall have no duty or obligation to notify the undersigned with respect to any information, knowledge, irregularities or concerns of Custodian relating to my investment or my financial advisor, broker, agent, promoter or representative, except as to civil pleadings or court orders received by Custodian.

13. Custodian shall use reasonable efforts to acquire or sell investments in accordance with the directions of the undersigned within a reasonable period of time after Custodian has received an investment direction and Custodian shall make reasonable efforts to notify the undersigned if Custodian is unable or unwilling to comply with an investment direction. Custodian shall, subject to the foregoing, remit funds as directed, but has no responsibility to verify or assure that such funds have been invested to purchase or acquire the asset selected by me. The undersigned consents to the fee schedule of Custodian as in effect, as may be modified from time to time. The undersign further direct Custodian to place all un-invested cash funds into Matrix Capital Bank until Custodian receives further direction. The undersigned understands that Valuations of illiquid assets (assets that are not traded on a public exchange) are generally reported at cost, or values provided to us by issuers, program sponsors, Retirement Account owners or estimates of value. These values are only for guidance or reporting purposes and should not be deemed an accurate representation of true fair market value of the asset. Where no readily available market information exists assets may be designated "not available".

14. Custodian's responsibilities and duties shall be limited to those expressly provided herein and under Custodian's IRA Adoption Agreement and/or custodial account agreement as in effect from time to time; and Custodian shall have no liability to the undersigned, whether for negligence, breach of fiduciary duty or otherwise, except for a breach of the terms of this Agreement, the IRA Adoption Agreement, or custodial account agreement of Custodian as may be in effect from time to time.

15. Any suit filed against Custodian arising out of or in connection with its role as custodian of the undersigned's Retirement Account shall only be instituted in the courts of Lorain County, Ohio; and the undersigned agrees to submit to such jurisdiction.

16. The undersigned agrees to reimburse or advance to Custodian, on demand, all legal fees, expenses, costs, fines and penalties incurred or to be incurred in connection with the defense, contest or prosecution of any claim made, threatened or asserted pertaining to the undersigned's investment through Custodian, including, without limitation, claims asserted by the undersigned, any state or federal regulatory authority or self regulatory organization.

The undersigned releases and indemnifies, holds harmless and defends Custodian from any and all claims, damages, liability, actions, costs, expenses (including, without limitation, attorneys' fees) and responsibility for any loss resulting to the Re-

SIGN & DATE

X
Signature of Account Owner _____ Date _____

X
Signature of Custodian _____ Date _____

Account Number _____

irement Account, the undersigned or to any beneficiary or incurred by Custodian, in connection with or by reason of any sale or investment made or other action taken (or omitted to be taken) pursuant to and/or in connection with the above Direction or resulting from serving as Custodian hereunder.

16. I understand that certain transactions are prohibited for tax-exempt retirement arrangements under IRC Section 4975. I further understand that the determination of whether the transaction directed hereby is a prohibited transaction depends on the facts and circumstances that surround this transaction, and I understand that Equity Trust Company makes no determination as to whether this transaction is a prohibited transaction. I understand that I and any other "disqualified person" (as defined in Section 4975 (e)(2) of the Internal Revenue Code) or "party-in-interest" (as defined in Section 3 (14) of Title 1 of ERISA) are prohibited from personal use of the Property in any way, and that my Account is prohibited from purchasing from or selling property to a disqualified person or party-in-interest. I warrant and represent that the Property is being held for investment purposes only, and that I have consulted with such advisors as I deem necessary and appropriate, and that I have determined among other things, that this transaction does not constitute a prohibited transaction as defined in IRC section 4975. I understand that, should my Account engage in a prohibited transaction, a taxable distribution equal to the fair market value of my Account will result and certain penalties may be incurred. I further understand that if such a deemed distribution take place prior to my attaining age 59 1/2, and additional premature distribution excise tax may be imposed.

17. If the Property is debt financed, I understand that such an investment may generate Unrelated Business Taxable Income, or "UBTI". I further understand that if the UBTI attributable to my Account exceeds \$1,000 for any taxable year, that an IRS Form 990-T tax form must be filed along with the appropriate amount of tax, payable from the assets of my Account. I understand that Equity Trust Company does not monitor the amount of UBTI in my Account and does not prepare Form 990-T. If the tax is applicable, I agree to prepare, or have prepared, the proper 990-T tax form and forward it to Equity Trust Company, along with authorization to pay the tax from my Account. If I am required to File IRS Form 990T with regards to any UBTI, I understand that I must utilize a EIN. I will not use Equity Trust Company's EIN or my own social security number. I understand that I must apply for my own EIN prior to or in conjunction with requesting Equity Trust Company to pay any taxes I may owe with regards to any UBTI that might be incurred.

18. I understand that if there are any administrative requirements or duties beyond Equity Trust Company's capabilities or expertise to provide regarding the Property, then I agree to seek out suitable agents or counsel necessary to perform such duties and deliver a written service agreement acceptable to Equity Trust Company for execution on behalf of my Account.

19. I understand that Equity Trust Company has no responsibility or duty to notify me or forward to me any notices, assessments or documents received by Equity Trust Company on behalf of the Property, unless I or my Designated Representative request each such document in writing.

20. I understand that Equity Trust Company has no duty or responsibility to monitor the performance of the Property, nor to monitor the sufficiency or adequacy of my actions or duties or those of my heirs, successors, agents or assigns, and Equity Trust Company will not be required to monitor the acts of any paid consultant, agent or property manager to whom Equity Trust Company may have contractually delegated any duties or responsibilities pursuant to my directions or the directions of my Designated Representative.

21. I understand that in-kind distributions I receive from my Account are subject to Federal income tax withholding unless I elect not to have withholding apply. By signing and dating below, I elect not to have withholding apply to distributions from my Account, subject to my right to revoke this election at a later date. I also understand that if I revoke this election and there is no cash or insufficient cash in my Account at the time of distribution, Equity Trust Company must sell any non-cash investments to pay withholding and will distribute the remaining proceeds, if any. I understand that I am responsible for paying Federal income tax on the taxable portion of any distribution from my Account and that I may be subject to tax penalties if my payments of estimated tax and withholding, if applicable, are inadequate.

22. I agree to be responsible for any and all collection actions, including contracting with a collection agency or instituting legal action, and bringing any other suits or actions which may become necessary to protect the rights of my Account as a result of the operation or administration of the Property. I understand that any legal filings made on behalf of this Property are to be made in the name of Equity Trust Company, Custodian for benefit of (my name). I agree that I shall not institute legal action on

behalf of this Property without Equity Trust Company's written consent to litigate and that I shall prosecute any legal action. I agree that any such legal action will be carried out in a manner that does not cause Equity Trust Company to incur any costs or legal exposure.

23. I understand that I am the only person authorized to make changes or corrections to this Investor Direction & Certification form. If any changes or corrections to this form are required to process this transaction, I will provide Equity Trust Company with a corrected and initialed copy of this form, or I will give verbal instructions to Equity Trust Company to change or correct the form. I agree that any verbal instructions will be given by me to Equity Trust Company over a recorded line.

24. I understand that, except to the extent of the cash which is invested in the Matrix NOW Account (which is FDIC insured), or directed into other FDIC-insured bank products, investments held within my Account are not FDIC-insured, nor are any amounts in my Account guaranteed by Equity Trust Company, and such investments may lose value.

25. Prohibited Transaction. The Customer states that this investment is not a prohibited transaction. Customer understands that a prohibited transaction is an improper use of retirement account assets by the Customer, his or her beneficiary or any disqualified person. Prohibited Transaction rules are set forth in Section 4975 of the Internal Revenue Code and explained in detail in IRS Publication 590. Violations of these rules result in the distribution of the entire retirement account, causing a potential tax liability and penalties to the Customer.

26. What is a Prohibited Transaction? Prohibited transactions include, but are not limited to any direct or indirect: Sale, exchange or leasing of any asset between a plan and a disqualified person (e.g.: A customer may not purchase an asset he or she currently owns.); Lending of money or other extension of credit between a plan and a disqualified person (e.g.: A Customer may not lend money to themselves or a family member.); Furnishing of goods, services or facilities between a plan and a disqualified person (e.g.: A customer may not perform remodeling services for a property owned by his or her IRA.); Transfer of the income or assets of a plan to, or use by or for the benefit of, a disqualified person (e. g.: A customer or family member may not occupy a vacation property owned by his or her IRA.); Any act by a disqualified person who is a fiduciary whereby he or she deals with the income or assets of a plan in his or her own interests or for his or her own account (e. g.: A customer acting as his or her own property manager may not deposit income received from a tenant in property owned by his or her IRA. All such income must be forwarded to ETC.); and, Receipt of any consideration for his or her own personal account by any disqualified person who is a fiduciary from any party dealing with the plan in connection with a transaction involving the income or assets of the plan (e. g.: A customer may not compensate themselves for managing an asset owned by his or her IRA.).

27. Who is a Disqualified Person? A disqualified person is defined as: The Account of Plan owner; The Account of Plan owner's spouse; Account of Plan owner's Ancestors (i.e.: Great Grandparents, Grandparents, Mother Father); Account of Plan owner's Lineal Descendents (i.e.: Sons, Daughters, Grandchildren, Great Grandchildren); Spouses of Account of Plan owner's Lineal Descendents (i.e.: Sons or Daughters in Law) ; Account of Plan owner's Investment advisor; Fiduciaries providing services to the plan; and, Any business entity (e.g., partnership, corporation, Trust or LLC) in which any of the disqualified persons identified above has a 50% or greater interest.

28. Taxable Income. Customer understands that taxable income may be generated inside the retirement account. If the entity in which the Customer has invested borrows money or otherwise employs leveraging in its investment strategy or if the Account is treated as engaging in a business. This taxable income is often referred to as unrelated business income (UBI) or unrelated debt-financed income (UBFI) and can be found in Sections 511 through 514 of the Internal Revenue Code. This income is reported on IRS Form 990-T. ETC does not monitor the investment in order to determine if taxable income has been generated. It is the sole responsibility of the Customer to make such determination and to prepare, or have prepared, the 990-T. Customer will send the completed form and a Direction of Signature to the ETC requesting ETC's signature on the tax form and a Bill Pay Direction authorizing the disbursement of a check from the Customer's account to the Internal Revenue Service for the amount of taxes due. If the Customer is required to file IRS form 990-T, he or she must obtain a Tax Identification Number from the IRS for purposes of reporting taxable income inside his/her account. This can be obtained using IRS for SS4 and can be filed electronically from the Internal Revenue Service's website, www.irs.gov.

My Retirement Account is self-directed and I, alone, am responsible for the selection, due diligence, management, review and retention of all investments in my account. I agree that the Custodian is not a "fiduciary" for my account, as said term is defined in the Internal Revenue Code, ERISA or any other applicable federal, state or local laws. I hereby direct the custodian, in a passive capacity, to enact this transaction for my account, in accordance with my adoption agreement.

SIGN & DATE

X _____
Signature of Account Owner Date

Account Number

X _____
Signature of Custodian Date