



DIRECTION OF INVESTMENT PRIVATE PLACEMENT

13905 W. Wainwright Dr.
Boise, ID 83713
Phone: (866) 377-3311
Fax: (208) 376-4567

AUTHORIZATION

I confirm that I am directing Mountain West IRA, Inc., Administrator, to complete this transaction as specified above. I understand that my account is self-directed, and I take complete responsibility for any investment I choose for my account, including the investment specified in this Direction of Investment. I understand that neither the Administrator nor the Custodian (Empire Trust, Inc.) sells or endorses any investment products, and that they are not affiliated in any way with any investment provider. I understand that the roles of Administrator and Custodian are limited, and their responsibilities do not include investment selection for my account. I acknowledge that neither the Administrator nor the Custodian has provided or assumed responsibility for any tax, legal, or investment advice with respect to this investment, and I agree that they will not be liable for any loss which results from my decision to purchase the investment. I understand that neither the Administrator nor the Custodian has reviewed or will review the merits, legitimacy, appropriateness or suitability of this investment, and I certify that I have done my own due diligence investigation prior to instructing the Administrator to make this investment for my account. I understand that neither the Administrator nor the Custodian determines whether this investment is acceptable under the Employee Retirement securities Income Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws, including securities laws. I understand that it is my responsibility to review any investments to ensure compliance with the requirements.

I understand that in processing the transaction the Administrator and the Custodian are only acting as my agent, and nothing will be construed as conferring fiduciary status on either the Administrator or the Custodian. I agree that the Administrator and the Custodian will not be liable for any investment losses sustained by me or my account as a result of this transaction. I agree to indemnify and hold harmless the Administrator and the Custodian from any and all claims, damages, liability, actions, costs, expenses (including reasonable attorneys' fees) and any loss to my account as a result of any action taken in connection with this investment transaction or resulting from serving as the Administrator or the Custodian for this investment, including, without limitation, claims, damages, liability, actions, and losses asserted by me.

I understand that if this Direction of Investment and any accompanying documentation are not received as required, or, if received, are unclear in the opinion of the Administrator, or if there is insufficient Undirected Cash in my account to fully comply with my instructions to purchase the investment and to pay all fees, the Administrator may not process this transaction until proper documentation and/or clarification is received, and the Administrator will have no liability for loss of income or appreciation.

I understand that my account is subject to the provisions of Internal Revenue Code (IRC) §4975, which defines certain prohibited transactions. I acknowledge that neither the Administrator nor the Custodian has made or will make any determination as to whether this investment is prohibited under §4975 or under any other federal, state or local law. I certify that making this investment will not constitute a prohibited transaction and that it complies with all application federal, state, and local laws, regulations, and requirements.

I understand that my account is subject to the provisions of IRC §§511-514 relating to Unrelated Business Taxable Income (UBTI) of tax-exempt organizations. If this investment generates UBTI, I understand that I will be responsible for preparing or having prepared the required IRS Form 990-T tax return and any other documents that may be required. I understand that neither the Administrator nor the Custodian makes any determination of whether or not investments in my account generate UBTI.

I understand that my account is subject to the FinCEN Corporate Transparency Act Beneficial Ownership Information (BOI) reporting. I acknowledge that neither the Administrator nor the Custodian has made or will make any determination as to whether this investment is subject to the BOI reporting requirements. I understand that I will be responsible for reporting or having reported the required BOI to FinCEN and will assume responsibility and consequences for inaccuracies or failure to report.

I understand that the assets in my account are required by the IRS to be valued annually as of the end of each calendar year. I agree to provide the value of this investment at least every twelve (12) months on a form provided by the Administrator, with substantiation attached to support the value provided.

I understand that with some types of accounts there are rules for Required Minimum Distributions (RMDs) from the account. If I am now subject to the RMD rules in my account, or if I will become subject to those rules during the term of this investment, I represent that I have verified either that the investment will provide income or distributions sufficient to cover each RMD, or that there are assets in my account or in other accounts that are sufficiently liquid (including cash) from which I will be able to withdraw my RMDs. I understand that failure to take RMDs may result in a tax penalty of 50% of the amount I should have withdrawn.

I understand that all communication regarding this transaction must be in writing and must be signed by me or by my authorized agent on my behalf, and that no oral communication of my instructions will be valid.

I understand that neither the Administrator nor the Custodian bears or assumes any responsibility to notify me to secure or maintain any fire, casualty, liability or other insurance coverage, including but not limited to title insurance coverage, on this investment or on any property which serves as collateral for this investment. I acknowledge and agree that it is my sole responsibility to decide what insurance is necessary or appropriate for investments in my account, and to direct the Administrator in writing (on a form prescribed by the Administrator) to pay the premiums for any such insurance.

I further understand that neither the Administrator nor the Custodian is responsible for notification or payment of any real estate taxes, homeowners association dues, utilities or other charges with respect to this investment unless I specifically direct the Administrator to pay these amounts in writing (on a form prescribed by the Administrator), and sufficient funds are available to pay these amounts from my account. I acknowledge that it is my responsibility to provide to the Administrator or to ensure that the Administrator has received any and all bills for insurance, taxes, homeowner's dues, utilities or other amounts dues for this investment. Furthermore, I agree that it is my responsibility to determine that payments have been made by reviewing my account statements.

I understand that no person at the office of the Administrator or the Custodian has the authority to modify any of the foregoing provisions. I certify that I have examined the Direction of Investment and any accompanying documents or information, and to the best of my knowledge and belief, it is all true, correct, and complete.

AUTHORIZED BY (check one):		
<input type="checkbox"/> Account Holder	_____	_____
<input type="checkbox"/> Limited Power of Attorney	Signature	Date



Private Placement Instruction Letter

13905 W. Wainwright Dr.
Boise, ID 83713
Phone: (866) 377-3311
Fax: (208) 376-4567

ACCOUNT INFORMATION

Your Name: _____ Account No.: _____

Name of Entity for Investment: _____

Name of Administrator or Recordkeeper: **Mountain West IRA, Inc.**

Name of Custodian: **Empire Trust, Inc.**

Administrator/Recordkeeper has received instructions from the above referenced Account Owner concerning an investment in the above named entity through his or her Account. The account to be invested is referred to in this document as the "Account", regardless of whether it is a retirement account under Internal Revenue Code (the "IRC") §408 or §408A, a Coverdell Education Savings Account under IRC §530, or a Health Savings Account under IRC §223. The following instructions must be followed to ensure compliance with both IRS requirements and Mountain West IRA policy.

This Disclaimer and Indemnity Agreement will confirm our mutual understanding and agreement regarding the proposed investment by your Account in the above named entity. Your account is referred to in this document as the "Account", regardless of whether it is a retirement account under Internal Revenue Code (the "IRC") §408 or §408A, a Coverdell Education Savings Account under IRC §530, or a Health Savings Account under IRC §223.

You must sign this agreement and return it to us prior to making the investment in the entity.

- 1) All vesting to read: **Mountain West IRA, Inc. FBO:** _____ **IRA**
(Your name)
- 2) Mountain West IRA requires the employer identification number (the E.I.N.) for the entity being invested in. Please provide us this information for our records prior to our funding this investment.

Do not use the Account Owner's personal social security number with respect to this investment for any purpose.

If the Account is an investor to which a K-1 or similar tax document will be issued, please use the following E.I.N.:

11-3774473

If the Account is a 100% owner of the entity, the entity must apply for its own E.I.N. It is not permitted under Mountain West IRA policy to use the E.I.N. listed above for any purpose other than the issuance of a K-1 or similar tax document to the Account.

- 3) Contact information and the correct mailing address for this investment should be listed as follows in your records:

Mountain West IRA, Inc.
13905 W. Wainwright Dr.
Boise, ID 83713
Phone: (866) 377-3311
Fax: (208) 376-4567

All notices concerning the investment in the entity should be sent to the Administrator at the above address, with a copy to the Account Owner. Any questions pertaining to the Account should be referred to the Administrator.

- 4) Original stock certificates, membership certificates or other proof of ownership showing the proper vesting must be sent to and held by the Administrator listed in paragraph 3 on behalf of the custodian and the Account.
- 5) Because of federal privacy laws the Administrator is not able to answer third party inquiries about the Account unless the Account Owner has filed with the Administrator an original Interested Party Designation or Limited Power of Attorney, with the signature(s) either notarized or Medallion signature guaranteed, giving the person making the inquiry authority to obtain information on the Account.
- 6) The Administrator must be provided with a fair market value of the Account's interest in the entity at least every twelve (12) months, in a form acceptable to the Administrator. The Administrator, acting on behalf of the custodian, is required to send the Account Owner a year end account statement by January 31 each year showing the value as of December 31 of the prior year. This valuation information is also reported to the IRS on Form 5498. The fair market value information is needed in order to complete that reporting.
- 7) All payments, income, distributions or payoffs for this investment must be sent to the Administrator for the benefit of the Account. Under the Internal Revenue Code, it is never acceptable to send funds directly to the Account Owner (or the Account Owner's nominee or designee).

8) As the owner of the investment on behalf of the Account, the Administrator (who is acting on behalf of the custodian in this respect) must be notified promptly of any change in address, telephone number, or company status (such as bankruptcy filings, regulatory agency investigations or litigation).

9) If the Account Owner dies, requests a distribution of the asset, converts the IRA to a Roth IRA, obtains a divorce in which the Account is awarded to the Account Owner's former spouse, or changes the custodian or administrator of the Account, it may be necessary to change the ownership and address listed as the investor in the entity. In any of these events, the Administrator, the Account Owner, or the successor to a deceased Account Owner in the case of death, will provide written notice of any such change. You will be required to change your records to reflect the new information at that time.

10) In the event that future capital contributions to the entity are required or desired (and provided the Account Owner determines that the capital call is not a prohibited transaction under Internal Revenue Code §4975 and there are sufficient funds in the Account), all funds must come from the Account. The Account Owner may not advance funds on behalf of the Account.

11) The Account Owner may not personally guarantee on behalf of the Account any indebtedness of the entity to a third party nor may the Account Owner guarantee any indebtedness of the Account to the entity.

12) If the entity will operate a business or own debt financed property and is a pass through entity for federal income tax purposes, the Account may owe unrelated business income tax (UBIT) on any profits from the investment. Neither the custodian nor the Administrator nor Mountain West IRA, Inc. nor any affiliate of Mountain West IRA, Inc. will prepare or file IRS Form 990T or any similar state tax filing on behalf of the Account. The Account Owner is responsible for causing these forms to be prepared and filed. Any taxes due must come from funds belonging to the Account and not from the Account Owner.

13) If this investment is for accredited investors only, the Account Owner, in his or her capacity as the beneficiary of the Account, must sign any required accredited investor certifications.

14) If the Plan Asset Regulations apply to this investment, the Account will be deemed to own not only shares in the entity itself but also a pro rata share of the underlying assets of the entity for purposes of the prohibited transaction rules of Internal Revenue Code §4975. A review of the prohibited transaction rules, the Plan Asset Regulations (29 C.F.R. §2510.3-101) and Interpretive Bulletin 75-2 (29 C.F.R. §2509.75-2) is strongly encouraged so that you will know which assets need to be evaluated and how to conduct the evaluation, with respect to the existence or absence of a prohibited transaction. If a prohibited transaction occurs, the Account is treated as having been distributed to the Account Owner as of January 1 of the year in which the prohibited transaction occurs. Additional penalties may apply to other disqualified persons who participated in the prohibited transactions.

15) Neither the custodian, nor the Administrator or Recordkeeper for the Account, nor Mountain West IRA, Inc. or any agent, affiliate or designee of Mountain West IRA, Inc. will review or complete the subscription agreement, by-laws, operating agreement, partnership agreement, or trust agreement, as applicable, other than to verify that the ownership of the asset is vested correctly, the mailing address and employer identification number (E.I.N.) are correct, and the amount of the investment matches the buy direction letter from the Account Owner. The Account Owner is responsible to make sure the entity is not formed and will not operate in a way that violates the prohibited transaction rules of Internal Revenue Code §4975.

If you have any questions regarding these instructions, feel free to contact the Administrator as noted in paragraph 3. Please be aware that neither the custodian, nor the Administrator or Recordkeeper for the Account, nor Mountain West IRA, Inc. or any agent, affiliate or designee of Mountain West IRA, Inc. is able to provide tax, legal or investment advice on this or any other issue.

I acknowledge receipt of the Private Placement Instruction Letter and agree to provide to the Administrator or Recordkeeper named on the instruction letter the required documents and information.

PLEASE SIGN AND MAIL THIS FORM TO:

**Mountain West IRA, Inc.
13905 W. Wainwright Dr.
Boise, ID 83713**

Accepted, Understood and Agreed to:

Client Signature

Date



Private Placement Disclaimer & Indemnity Agreement

13905 W. Wainwright Dr.
Boise, ID 83713
Phone: (866) 377-3311
Fax: (208) 376-4567

ACCOUNT INFORMATION

Your Name: _____ Account No.: _____

Name of Entity for Investment: _____

Name of Administrator or Recordkeeper: Mountain West IRA, Inc.

Name of Custodian: Empire Trust, Inc.

Please complete the following information:

Within the above named entity I personally am (select one):

- Manager, managing member or partner, officer, director, trustee or a person with similar duties
- Member, shareholder, partner, or beneficiary (no management duties)
- None of the above

This Disclaimer and Indemnity Agreement will confirm our mutual understanding and agreement regarding the proposed investment by your Account in the above named entity. Your account is referred to in this document as the "Account", regardless of whether it is a retirement account under Internal Revenue Code (the "IRC") §401, §408 or §408A, a Coverdell Education Savings Account under IRC §530, or a Health Savings Account under IRC §223. You must sign this agreement and return it to us prior to making the investment in the entity.

- 1) You understand and agree that the Custodian, the Administrator and/or the Recordkeeper for your Account (including, but not limited to Mountain West IRA, Inc. or any agent, affiliate or designee of Mountain West IRA, Inc.) do not approve investments or actions you personally take or direct the Custodian, Administrator and/or Recordkeeper to take on behalf of your Account. The Custodian, Administrator and/or Recordkeeper are limited in their responsibilities under your Account, and their responsibilities do not include investment selection.
- 2) You understand and agree that the Custodian, the Administrator and/or the Recordkeeper for your Account (including, but not limited to Mountain West IRA, Inc. or any agent, affiliate or designee of Mountain West IRA, Inc.) do not review and approve the subscription agreement, operating agreement, by-laws, limited or general partnership agreement, or any other similar agreement regarding the purchase or operation of the entity you want your Account to invest in.
- 3) You understand and agree that you are solely responsible for making sure that the entity was not formed and will not operate in a way that does or may lead to a prohibited transaction under IRC §4975.
- 4) You understand and agree that if the entity your Account is investing in becomes a "disqualified person" (as that term is defined in IRC §4975) upon funding (this may occur, for example, if your IRA and other disqualified persons, including you personally, own more than 50% of the entity), then any future mandatory capital calls may be considered to be a prohibited transaction under IRC §4975.
- 5) By signing this Disclaimer and Indemnity Agreement, you agree to indemnify and hold harmless the Custodian, the Administrator and/or the Recordkeeper for your Account (including, but not limited to Mountain West IRA, Inc. or any agent, affiliate or designee of Mountain West IRA, Inc.), and their respective officers, directors, shareholders and employees against any liability associated with investing in the identified entity, including funding a capital call, and including any liability that arises because the investment is or may be a prohibited transaction under IRC §4975.
- 6) You understand and agree that the Custodian, the Administrator and/or the Recordkeeper for your Account (including, but not limited to Mountain West IRA, Inc. or any agent, affiliate or designee of Mountain West IRA, Inc.) have given you no tax advice regarding the possibility that your Account may be subject to Unrelated Business Income Tax (UBIT) as a result of its investment in the identified entity. If your Account owes UBIT on its profits from the entity, you agree to prepare or cause to be prepared and filed a IRS Form 990T, and any similar filing required under applicable state laws, for each year with respect to which any such form is required, and to cause your Account to pay any UBIT that is reported in such forms. You understand and agree that any UBIT owed must come from funds belonging to the Account. Your agreement to indemnify and hold harmless, as set forth in paragraph 5) above, includes liability of the parties named therein with respect to UBIT and the preparation and filing of IRS Form 990T and similar state tax filings.

7) You agree and understand that Mountain West IRA, Inc. is required to report the fair market value of the Account to the Internal Revenue Service and/or to the Plan each year. You agree to obtain a fair market value for the Account's investment in the entity as of December 31 each year and report this information to Mountain West IRA, Inc. on a form approved by Mountain West IRA, Inc. at least every twelve (12) months. You understand and agree that Mountain West IRA, Inc. is entitled to rely on the valuation provided by you for reporting purposes and shall bear no responsibility as to the accuracy of the information provided. You understand and agree that until a different valuation is reported to Mountain West IRA, Inc., the value of the investment in the entity will be reported based on the Account's total investment in the entity. You understand and agree that if you fail to provide a fair market value to Mountain West IRA, Inc. as required, Mountain West IRA, Inc. may withdraw as administrator of your account and distribute the asset to you or to a successor custodian.

8) You represent that you understand that with some types of accounts there are rules for required minimum distributions from the account. If you are now subject to the required minimum distribution rules for your Account, or if you will become subject to those rules during the term of the investment, you represent that you have verified either that the entity that your Account is investing in provides distributions that will be sufficient to cover each required minimum distribution, or that there are other assets in your Account, or in other accounts that you may access for this purpose, that are sufficiently liquid (including cash) from which you will be able to withdraw your required minimum distributions as they become required.

9) You represent that you have done your own due diligence on the entity you want your Account to invest in.

10) You understand and agree that the Custodian, the Administrator and/or the Recordkeeper for your Account (including, but not limited to Mountain West IRA, Inc. or any agent, affiliate or designee of Mountain West IRA, Inc.) do not make any attempt to evaluate the entity you want your Account to invest in. For example, they make no attempt to check the financial strength of the entity, nor do they check with the Secretary of State to see if the entity is in good standing, nor do they check with the Securities and Exchange Commission, the Better Business Bureau or any other governmental or non-governmental agency to see if any complaints have been filed against the entity. You, as the owner of the Account, are 100% responsible for evaluating the entity, its operations and the investment potential of the entity, including taking the steps described in the preceding sentence.

11) You understand and agree that you are also responsible for confirming that none of the "disqualified persons" with respect to your Account (including Mountain West IRA, Inc., its affiliates and designees, and every other entity that is the Custodian, Administrator and/or Recordkeeper with respect to your Account, their officers, directors, shareholders or employees) are associated in any way with the entity you want your Account to invest in.

12) You understand and agree that the Custodian, the Administrator and/or the Recordkeeper for your Account (including, but not limited to Mountain West IRA, Inc. or any agent, affiliate or designee of Mountain West IRA, Inc.), and their officers, directors, shareholders or employees have not given you any investment, legal or tax advice pertaining to this investment.

13) You understand and agree that if the Plan Asset Regulations issued by the U.S. Department of Labor apply, the entity is disregarded for purposes of the prohibited transaction rules of IRC §4975. In that case, the underlying assets of the entity are considered to be the assets in which your Account is investing, and each of the statements above regarding the entity must be true with regard to each of the assets that the entity invests in. You represent that you either understand the Plan Asset Regulations and Interpretive Bulletin 75-2 or that you have sought competent legal counsel regarding the Plan Asset Regulations and Interpretive Bulletin 75-2 and their potential application to the entity that you want your Account to invest in, prior to making your investment decision.

To signify your agreement with all of the above paragraphs, please sign below and return it to us by fax or email, with the original following by mail. **PLEASE SIGN AND MAIL THIS FORM TO 13905 W. Wainwright Dr., Boise, ID 83713.**

Thank you for your cooperation. We look forward to continuing to serve your retirement account needs.

Accepted, Understood and Agreed to:

Client Signature

Date



Form 990-T

Exempt Organization Business Income Tax Return

I, the undersigned, understand and agree that a Form 990-T must be filed for my IRA account in which I have invested in a leveraged/mortgaged income producing property or a business. The purpose of which is to report unrelated debt financed income or unrelated business income.

IRA Owner: _____
Printed Name

Account #: _____

IRA Owner: _____
Signature

Date: _____

A. OVERVIEW

IRA Limited Liability Companies are allowed within an Individual Retirement Account (Traditional, Roth, SEP or Simple) provided that they conform to the rules and requirements of the Internal Revenue Service. Overall, it is important to remember that all activities within your IRA LLC must conform to the regulations relating to IRAs and specifically to the rules regarding Prohibited Transactions (see Section E). In addition to the legal requirements regarding this class of asset, Mountain West IRA (MWIRA) has a set of requirements that investors must adhere to in order for MWIRA to accept an IRA LLC within an IRA for which MWIRA serves as administrator.

B. ESTABLISHING THE LLC

OPERATING AGREEMENT

- The agreement must be prepared by an attorney or by a facilitator company whose standard documents have been reviewed by legal counsel
- The agreement must include language regarding Prohibited Transactions as defined by IRS code 4975
- The agreement must include language regarding the potential or the avoidance of Unrelated Business Taxable Income (UBTI) and, if incurred, that the manager will complete and ensure the timely filing of all relevant tax returns to the IRS and state authorities
- The agreement must include language regarding Additional Capital Contribution(s) and whether they are allowed or disallowed
- The agreement must provide a signature line(s) for MWIRA to sign on behalf of the participant/member as well as a signature for the participant to sign as "read and approved"
- The agreement must name a manager and provide contact information to MWIRA, the participant may act as the manager
- The manager must sign the Operating Agreement, MWIRA will sign on behalf of the member

BANKING ACCOUNT

- The LLC must establish a banking account at a bank, credit union, savings bank or brokerage in the name of the LLC in order for funds to be provided to the LLC from the IRA

LEGAL ENTITY/TAX IDENTIFICATION

- You must provide a copy of the state issued LLC formation document showing the entity name and verification of good standing
- You must provide a copy of the Internal Revenue Service Tax Identification Number (TIN) confirmation

IRA LLC AGREEMENT

- You must complete and submit the Mountain West IRA Direction of Investment Form and all Mountain West IRA Private Placement documents
- You must provide MWIRA with proof of good standing and a list of the entity's officers or managers annually as provided by the state in which the entity is registered.

C. VALUATIONS

You must provide an annual valuation of your LLC to Mountain West IRA. You must use the Fair Market Valuation form provided by MWIRA as well as supporting documentation.

We may require a valuation at the time of any taxable distribution such as a Roth conversion, investor distribution or required minimum distribution. The valuation must be certified by a licensed professional (CPA, appraiser, etc.) and the MWIRA Fair Market Valuation form must be signed by them.

D. LLC DISSOLUTION

If you decide to dissolve your IRA LLC, you must provide the following:

- State issued dissolution/termination certification
- Bank Statement showing the balance, to be returned to your IRA (you must deliver the funds via check or wire transfer)
- Final valuation of the LLC; please complete the Mountain West IRA Fair Market Valuation form
- List of other assets to be transferred back to your IRA (you must provide proper re-registration documents)
- If no assets are being transferred back to your IRA, a statement declaring the loss, if any, from your LLC

E. PROHIBITED TRANSACTIONS (see IRS Publication 590 for further information)

A prohibited transaction is a transaction between a plan (the LLC) and a disqualified person that is prohibited by law.

Prohibited transactions include, but are not limited to, the following transactions:

- A transfer of plan income or assets to, or use of them by or for the benefit of, a disqualified person;
- Any act of a fiduciary by which plan income or assets are used for his or her own interest;
- The receipt of consideration by a fiduciary for his or her own account from any party dealing with the plan in a transaction that involves plan income or assets;
- The sale, exchange, or lease of property between a plan and a disqualified person;
- Lending money or extending credit between a plan and a disqualified person;
- Furnishing goods, services, or facilities between a plan and a disqualified person.

A disqualified person is any of the following:

- You, the owner of the plan (IRA)
- A member of your family (i.e., your spouse, ancestors, lineal descendants and their spouses);
- The Custodian/Administrator of the plan;
- Any person providing services to the plan;
- Any corporation, partnership, trust, or estate in which you own (either direct or indirect) 50% or more;
- An officer, director, 10% or more shareholder, or highly compensated employee of the 50% or more owned entity described above.