



2008 FEE SCHEDULE DISCLOSURE, DISCLAIMER AND INDEMNIFICATION AGREEMENT

Open Account

One-Time Administrative Consulting Fee	\$250
Custodial Fee**	50

Annual Asset Administration Fee

<u>Market Value of Account*</u>	<u>Annual Asset Administration Fee</u>
\$0 to \$199,999	.0040 x Market Value of Account
\$200,000 to \$499,999	.0030 x Market Value of Account
\$500,000 to \$999,999	.0025 x Market Value of Account
\$1,000,000 and above	.0020 x Market Value of Account

The administrative consulting fee is due with your Capital IRA Account Application by personal check or authorized debit to your IRA account. The annual asset administration fee is paid quarterly by debit to your IRA account. Fees are not refundable.

Transaction Fee

Real Estate Transaction	
Investment Review Fee	\$250 per transaction**

Special Services

Administrative Property Management	\$12% of Gross Rent
Formation of LLC	\$1,500
Specialized Research/Services	\$150 per hour
Termination Fee	.005 x Market Value of Account

Custodian Fees

* Capital IRA does not normally require a real estate appraisal in the first five years.

**These are additional custodial fees charged by the custodian (there may be other custodial fees). Items marked with a ** are included with, and are not in addition to, the custodial fees. For the \$250 transaction fee, 1/2 is billed by the custodian and 1/2 is billed through Capital IRA. The custodian fee schedule is available upon request or through the Login page. Custodian fees are separately billed to your account by the custodian.

Fees are subject to change with 30 days written notice. I have examined this document and agree to its terms and conditions. By signing this document, I hereby authorize Capital IRA to direct the custodian to pay the applicable fees from my IRA account in accordance with regular billing practices and schedules.

ABOUT CAPITAL IRA AND OUR RESPONSIBILITIES

Capital IRA is a self-directed Individual Retirement Account administrator. We are not regulated by any federal or state banking authority and we are not a depository institution. We do, however, place all cash in FDIC insured accounts with the bank custodian. Although your cash accounts are FDIC insured, FDIC does not insure real estate or other investments, which are subject to possible loss of principal invested.

Capital IRA does not offer legal, tax or investment advice and does not guarantee that any particular purchase, sale or transaction will meet Internal Revenue Code or other applicable laws, guidelines, rules or regulations.

Capital IRA does not distribute or recommend any retail investment products, nor do we recommend any particular investment, sponsor or distributor of investment or real estate products. We do not guarantee the financial performance of any investment or plan of investment, and we do not guarantee against any loss due to poor performance of any particular investment. Clients are advised to consult with their financial and tax advisors, accountants and attorneys regarding their self-directed IRA investments.

It is your responsibility to make sure that real estate assets are managed by a property manager. It is your responsibility to direct the payment of expenses of assets owned by your IRA from the IRA and to direct that all income from assets owned by your IRA is paid to the IRA. Capital IRA is not responsible for notifying you or maintaining any insurance on any personal property or real estate owned by you or your IRA. You are also responsible for the determination of any unrelated business income tax (UBIT) or tax on unrelated debt financed income (UDFI), and any other tax consequences of your investment and/or your self-directed IRA.

BY SIGNING THIS ACCOUNT APPLICATION AND OPENING A SELF-DIRECTED IRA ACCOUNT WITH CAPITAL IRA, I AGREE TO THE FOREGOING AND ADDITIONALLY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

THIS ACCOUNT APPLICATION IS FOR A SELF-DIRECTED IRA. I AM SOLELY RESPONSIBLE FOR THE INVESTMENT(S) MADE BY MY SELF-DIRECTED IRA. CAPITAL IRA DOES NOT OFFER INVESTMENT ADVICE NOR DOES IT RECOMMEND OR ENDORSE ANY PARTICULAR INVESTMENT. I FURTHER ACKNOWLEDGE THAT I HAVE SOLE RESPONSIBILITY FOR DIRECTING THE INVESTMENT OF MY CAPITAL IRA SELF-DIRECTED IRA ACCOUNT AND FOR THE CONSEQUENCES OF MY SELF-DIRECTED IRA INVESTMENT(S).

ANY ADMINISTRATIVE REVIEW OF MY ACCOUNT OR ANY INVESTMENT REVIEWED BY CAPITAL IRA IS SOLELY TO DETERMINE IF THE INVESTMENT IS ADMINISTRATIVELY FEASIBLE FOR CAPITAL IRA TO PROCESS INTERNALLY AND/OR WITH THE CUSTODIAN.

I FURTHER ACKNOWLEDGE THAT CAPITAL IRA'S ADMINISTRATIVE REVIEW IS NOT A DUE DILIGENCE REVIEW OF ANY KIND AND THAT CAPITAL IRA DOES NOT, BY COMPLETING AN ADMINISTRATIVE REVIEW, RECOMMEND ANY PARTICULAR INVESTMENT NOR DOES IT EXPRESS ANY OPINION AS TO THE PRUDENCE OR VIABILITY OF ANY PARTICULAR INVESTMENT, THE VALUE OF THE INVESTMENT OR THE MANAGEMENT THEREOF. BY SIGNING THIS APPLICATION, I AGREE TO INDEMNIFY AND HOLD CAPITAL IRA HARMLESS FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE I MIGHT INCUR AS A RESULT OF THE SIGNING OF THIS OR ANY OTHER INVESTMENT DIRECTION.

I HAVE CONSULTED WITH MY FINANCIAL ADVISORS AND LEGAL COUNSEL REGARDING MY SELF-DIRECTED IRA AND ITS INVESTMENT(S). IT IS MY RESPONSIBILITY TO MAKE SURE THAT I DO NOT ENGAGE IN A PROHIBITED TRANSACTION AND I ASSUME ALL RESPONSIBILITY IN THE EVENT MY IRA IS DISQUALIFIED AS A RESULT OF ANY DECISION OR INVESTMENT I MAKE WITH MY SELF-DIRECTED IRA. CAPITAL IRA IS NOT RESPONSIBLE FOR ANY INVESTMENT OR DECISION I HAVE MADE OR MAY CHOOSE TO MAKE WITH MY SELF-DIRECTED IRA IN THE FUTURE.

I AGREE TO COMPLETE AND SUBMIT ANY AND ALL REQUIRED TAX FILINGS AND REPORTS TO THE INTERNAL REVENUE SERVICE AND/OR ANY OTHER GOVERNMENTAL ENTITY AS REQUIRED INCLUDING, BUT NOT LIMITED TO FORM 990-T. CAPITAL IRA RESERVES THE RIGHT TO ACCEPT AND/OR REJECT ANY INVESTMENT AT ITS SOLE DISCRETION, WITH OR WITHOUT REASON.

CAPITAL IRA IS NOT A FIDUCIARY OF MY IRA AND HAS NO DISCRETIONARY POWERS RELATED TO MY IRA. CAPITAL IRA WILL TAKE ACTION, OR REFRAIN FROM TAKING ACTION, SOLELY UPON WRITTEN DIRECTION FROM ME. CAPITAL IRA IS NOT RESPONSIBLE FOR THE TAKING OF ANY ACTION, OR THE FAILURE TO TAKE ANY ACTION RESULTING FROM MY DIRECTION OR FAILURE TO DIRECT.

CAPITAL IRA DOES NOT GUARANTEE OR REPRESENT THAT MY SELF-DIRECTED IRA AND/OR ANY TRANSACTION IT MAY ENTER INTO IS NOT A "PROHIBITED TRANSACTION" AS THAT TERM IS DEFINED UNDER APPLICABLE FEDERAL, STATE OR LOCAL LAWS.

ALL DISCLOSURES, DISCLAIMERS, AGREEMENTS, INDEMNIFICATIONS, RELEASES, RIGHTS AND RESPONSIBILITIES CONTAINED WITHIN THE CUSTODIAN'S APPLICATION OR OTHER DOCUMENTS ARE INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

IRA Owner's Signature

Date: _____

Print Name

For Office Use Only: Market Value of Account \$ _____
Annual Administrative Fee \$ _____
Quarterly Payment \$ _____



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Fax 856.702.6945

IMPORTANT NOTICE FOR NEW ACCOUNT HOLDERS

Capital IRA, may require certain identification from new account holders. We may ask that all new account holders provide us with current government issued identification information, such as a driver's license, passport or official state-issued ID card. . We may also ask for your social security number, address, phone number and email contact information.

Consumer Privacy Policy - Security and Confidentiality of Your Information

You have chosen to do business with Capital IRA and with the custodian as named on your account application. As our client, the privacy of your personal, nonpublic information is very important. Our relationship with you is our highest priority and we want you to understand how we protect your accounts.

Information We May Collect

We collect nonpublic personal information about you from your application and other forms, from transactions with us or with others, from services or financial products we provide to you or from account balances and/or history.

Information We May Share

We do not sell or disclose any nonpublic information about you to anyone, except as permitted by law or as specifically authorized by you. We do not share nonpublic personal information with our affiliates or other providers without prior approval by you. Information we are allowed to share by federal law includes providers that process and service your accounts. All providers of services in connection with the custodian and administrator have agreed to the custodian and administrator's confidentiality and security policies. We will continue to adhere to these privacy policies and practices even if you decide to close your account or become an inactive customer.

We restrict access to nonpublic personal information to those employees who need to know that information to provide products and services to you. We maintain physical, electronic, and procedural guidelines that comply with federal standards to guard your nonpublic personal information.