

Processing Checklist for Private Equity Investments

The following information must be sent to Preferred Trust Company ("Preferred") in order to process your private equity investment. Incomplete or incorrect paperwork may result in the delay of funding your investment.

1. Completed and Signed Investment Authorization and Direction Form (Copy attached). Please complete Sections 1, 2, 5, 6, 7, and 8 only. Sections 3 and 4 of the form do not apply.
2. Completed and Signed Subscription Documents, Purchase Agreement, Shareholder Agreement, or Investment Agreement (This will be provided to you by the Investment Entity). Please provide all pages of the documents. If a subscription agreement is not applicable, please provide a copy of the operating agreement, limited partnership agreement, etc. that you have signed as the Accountholder, Preferred will then sign as the custodian and forward it to the Investment Entity upon funding. Your account's registration within the documents must be as follows: Preferred Trust Company, Custodian: Accountholder Name, Account Number.

The following items are only required if not previously provided by the Investment Entity:

3. Private Equity Representation Letter completed and signed by the Investment Entity (Copy attached).
4. Copy of the filed Articles of Incorporation, Certificate of Limited Partnership, Articles of Organization, or other corporate filings.
5. Copy of the Private Placement Memorandum or other offering documents related to the investment.

Investment decisions in Preferred's self-directed accounts are made solely by you and / or your authorized representative (if you have appointed one). You are responsible for the selection, management, and retention/disposition of the investments held within your Preferred account. Please refer to Preferred's fee schedule for the applicable fees associated with establishing and maintaining your account as well as any applicable processing fees for the investment.

Preferred is not affiliated with any investment sponsor, nor with any individual that may have sold or recommended an investment to you. In addition, Preferred is not affiliated with any financial advisor or planner, registered representative, broker dealer, or other financial professional.

Preferred has not performed any due diligence review of any investment. Preferred processes investments at your direction and should not be construed as any endorsement of the investment or whether it complies with the laws and regulations issued by the Internal Revenue Service, the Department of Labor, or any other federal or state regulatory agency.

If you have any questions, please contact our IRA Client Services Department at 888.990.7892.

Additional Resources

The following web sites provide helpful information and resources for investor education. tips that may assist you with your investment decisions within your self-directed account.

Securities and Exchange Commission: www.sec.gov/investor.shtml
North American Securities Administrators Association: www.nasaa.org/investor_education/
Internal Revenue Service (for Publications 560 and 590): www.irs.gov

Private Equity Investment Questions & Answers

What types of private equity investments can I hold within my Preferred account?

Types of private equity investments that Preferred will process include, but are not limited to, stock of C-corporations, limited partnerships, limited liability companies, and unit investment trusts.

Are there any types of investments that Preferred will not process?

Types of private equity investments that are not administratively feasible for Preferred to process include, but are not limited to, single-member entities, general partnerships, limited liability partnerships, joint ventures, working interests, stock of S-corporations, and foreign entities.

Can my Preferred account invest in an entity that I or a family member owns or controls?

If your IRA or Qualified Plan invests in an entity that you or certain family members own or control (whether controlled individually or as an officer of a corporate general partner, managing member, etc.), the transaction could possibly be a prohibited transaction under Internal Revenue Code Section 4975.

Preferred's policy on this issue is that if you or another disqualified person is an officer or director of an entity (or an officer or director of a corporate general partner, managing member, etc.), and you will collectively own less than 50% of the entity, then you will need to obtain a legal opinion from an ERISA or tax attorney addressed to you in which the transaction is discussed in detail prior to Preferred processing your investment instructions. If you, any family member, or disqualified persons collectively will own 50% or more of the entity, Preferred will not process the investment even if you are able to obtain a legal opinion.

What is a prohibited transaction?

In general, Internal Revenue Code Section 4975 defines a prohibited transaction as a transaction between a plan (your account) and a disqualified person. Generally, "disqualified persons" are defined to be the accountholder, other fiduciaries, certain family members (lineal descendants and spouses of lineal descendants), and businesses under the accountholders (or disqualified person's) control. Please review the code for specific information and definitions, other useful resources are Publications 560 and 590.

Does Preferred have a limit to the amount of an entity that an account can own in conjunction with other disqualified persons or family members?

Yes. Preferred will not process an investment where 50% or more of the entity will be owned by the Preferred account and other disqualified persons or family members.

What is Unrelated Business Taxable Income?

Limited partnerships, limited liability companies, and other entities that carry on an unrelated business or borrow funds to finance the acquisition of property may generate Unrelated Business Taxable Income ("UBTI"). UBTI is generally reported on Schedule K-1 issued by the entity. If the UBTI attributable to your account exceeds \$1,000 for any taxable year, IRS Form 990-T must be filed along with the appropriate amount of tax, payable from your account. Preferred does not monitor UBTI and does not prepare Form 990-T. If the tax is applicable, you must prepare, or have prepared, Form 990-T and forward it to Preferred along with written authorization to pay the tax from your account. If you are required to file Form 990-T, you must apply for and utilize an Employer Identification Number ("EIN"). You may not use Preferred's EIN or your social security number. For more information on UBTI, please refer to IRS Publication 598 and / or consult with your tax advisor.

How are capital calls from a limited partnership or limited liability company handled?

Preferred must receive your written authorization to send a capital call from your account. Please provide Preferred with a copy of the capital call assessment along with a signed letter of instruction to send the amount of the capital call from your Preferred account to the entity.

Will Preferred assist with setting up a limited partnership, limited liability company, or other entity?

No. As a directed custodian, this is not a service that Preferred provides. You will need to rely on your attorney or tax advisor with respect to the entity's formation and any other legal or tax advice.

Private Equity Representation Letter

Investment Name

Investment Entity's Address

City State Zip Email

Phone Number Fax Number

Type of Investment Common Stock Preferred Stock Limited Partnership Limited Liability Company

Unit Investment Trust Other

Class of Shares / Units (if applicable) Current Shares / Unit Value or Offering Price \$

Is a Subscription Document or Investment Application required to be completed by each investor?
(If "Yes", please attach a copy to this Representation Letter.) Yes No

I, the General Partner / Managing Member / Officer or Trustee of the above referenced Investment Entity (the following representations cannot be altered):

1. I represent that ownership interests and / or certificates will be correctly registered to the retirement plan as follows:
Preferred Trust Company, Custodian:
Accountholder Name, Account Number
2471 W. Horizon Ridge Parkway, Suite 100
Henderson, NV 89052
2. Upon investment funding, I agree to provide Preferred Trust Company ("Preferred") with written purchase confirmation such as original stock certificates, LP / LLC certificates, or other written purchase confirmation in the event certificates are not issued;
3. On an annual basis, I agree to provide Preferred with a good-faith estimate or fair market value of the share or per unit value as of year end (or capital account balance if the investment is a trading fund);
4. Retirement plan investors will be provided with all offering documentation (Private Placement Memorandum, Prospectus, Operating Agreement, LP Agreement, subscription agreements, etc.) with regards to his / her investment in the Investment Entity;
5. If applicable, retirement plan investors have been made aware that the investment may generate Unrelated Business Taxable Income ("UBTI"). If UBTI is generated, I represent that UBTI information will be included on IRS form 1065 (Schedule K-1) and provided to the retirement plan investor each year;
6. All correspondence including K-1s (if applicable), tax forms (if applicable), voting information, or any other documentation will be sent directly by the Investment Entity to the Accountholder's home address and not to Preferred;
7. Upon request, the ownership interest and/or certificate will be registered to a successor trustee / custodian or to the retirement plan investor individually;
6. I agree to notify Preferred and retirement plan investors in writing of any address change, name change, dissolution, or bankruptcy of the Investment Entity.

Authorized Signature Date

Printed Name Title

State of County of

This instrument was acknowledged before me this _____ day of _____, 20____ by _____
on behalf of the Investment Entity.

Notary Public My commission expires:

Investment Authorization and Direction Form

Completed by IRA Owner

Prior to directing Preferred Trust Company to process your investment instructions, please be sure that the issuer or sponsor of your investment has provided Preferred Trust Company with a complete Sponsor / Investment Notification Form and related materials. If the sponsor has not provided that information to Preferred Trust, your investment instructions may be delayed.

By signing this form, you acknowledge that Preferred Trust Company has not reviewed, recommended or commented on the investment merits, risks, suitability or management of investment(s) you have selected, and you authorize Preferred Trust Company to process the following transaction.

1. IRA Owner Information

Last Name	<input type="text"/>	First Name	<input type="text"/>	Initial	<input type="text"/>
Address	<input type="text"/>				
City	<input type="text"/>	State	<input type="text"/>	Zip Code	<input type="text"/>
Phone Number	<input type="text"/>	Email	<input type="text"/>		

2. Investment Information

Company Name	<input type="text"/>				
Name of Investment	<input type="text"/>				
<input type="radio"/> I authorize Preferred Trust Company to withdraw fees from my IRA account for this investment.					
<input type="radio"/> I have enclosed a check for the fees associated with this transaction.					
Total Amount to be Invested \$	<input type="text"/>	Number of Units / Shares (if applicable)	<input type="text"/>		
Interest Rate (if applicable)	<input type="text"/>	Maturity Date	<input type="text"/>		

3. Distribution Information

Check Payee Name	<input type="text"/>				
Mail Payment to:	<input type="text"/>				
Wire Instructions - Please note a \$35 wire transfer fee will be applied to your account					
Bank Name	<input type="text"/>				
Route Number	<input type="text"/>	Account Number	<input type="text"/>		

Important! This form contains important disclosures about your duties and responsibilities with regards to holding a private placement investment or nonstandard asset within your self-directed Preferred Trust Company account. Such investments may involve a high-degree of risk, and Preferred Trust Company will make no investigation as to the viability or safety of the investment you select. Read this entire form carefully before you complete and sign it. By signing this form, you consent to all terms and provisions shown on all three (3) pages of this form, including an agreement to arbitrate any disputes.

You must complete the appropriate sections of this form if you wish to instruct Preferred Trust Company to process a purchase, in-kind transfer or rollover, or exchange-in of a private placement investment or nonstandard asset in your self-directed Preferred Trust Company account. Such investments include private stocks, private limited partnerships, limited liability companies (LLCs), mortgage or promissory notes, contracts for deed / real estate contracts, structured settlements, or other privately offered investments.

Instructions: To avoid processing delays, complete all information in its entirety. If this will be a new or additional purchase, include the completed and signed investment subscription document(s). Many investments have similar names, so list the full name of the investment as shown on the investment subscription document; do not abbreviate. Please ensure that sufficient funds are in your account to process the exact investment amount you choose, plus any processing fees. Preferred will not send investments short unless it is solely due to Preferred deducting its processing fees.

4. Investment to be Acquired through: *(select one)*

- New Purchase (The \$250 processing fee will be deducted from the account prior to the purchase and will not be invoiced.)
- Additional Purchase (\$50 processing fee applies)
- In-Kind Transfer / Rollover from another Trustee / Custodian
- Exchange-in from

(Investment Exchanging-out of my Preferred account)

This section should indicate how your Preferred account will acquire the above-referenced Investment rather than how your Preferred account will be funded.

6. If Investment is a new or additional purchase, I authorize and direct Preferred Trust Company to fund this investment purchase in the following manner:

- Make purchase check payable and send check / investment subscription document to:

Payee Name

Mailing Address

City, State, Zip

Phone Number

I direct Preferred Trust Company ("Preferred") to execute the purchase, transfer, rollover, or exchange-in of the above-named privately-offered investment ("Investment") for the benefit of my self-directed Preferred account ("Account"). If this will be a new or additional purchase of the Investment, and I have not specified the manner in which Preferred is to fund the Investment, I understand that Preferred will issue the purchase check and mail it via First-Class U.S. Postal Service to the Investment issuer / sponsor, unless other verbal or written instructions are provided by myself, my Designated Representative, or the issuer / sponsor of the above named Investment. In directing this purchase, transfer, rollover or exchange, I hereby make the following certifications in accordance to my Preferred Custodial Account Agreement:

1. I have read and understand all offering information pertaining to the purchase of this Investment, and I meet any and all suitability requirements of the offering. I understand that Preferred does not make any determination with respect to whether I meet any or all suitability requirements of the offering. Furthermore, I understand that Preferred has no duty to question or conduct any suitability analysis on my behalf.

2. I acknowledge that my Account is self-directed, and I am solely responsible for the selection, management, and retention of all investment held within my Account. I understand and acknowledge that Preferred will exercise no discretion with respect to the funds in my Account, will not under any circumstances provide investment advice or recommendations, and will in all events invest all the funds in my Account solely and exclusively at my discretion. I further understand that I have not entered into a "trust" agreement with Preferred, but rather I have entered into a "custodial" agreement under which Preferred has no duties or responsibilities with respect to the investment of the funds in my Account. Finally, I understand and intend that Preferred shall not assume the responsibilities of a trustee, a "fiduciary", or a person entitled to exercise any discretionary authority with respect to the funds in my Account, as those terms and concepts are defined in the Internal Revenue Code, ERISA, or other applicable federal, state, or local laws.

3. I understand that it is my sole responsibility to manage the Investment held within my Account, and that Preferred has no responsibility to question any investment directions given by me or my Designated Representative (if I have appointed one), regardless of the nature of the investment. I understand that Preferred is in no way responsible for monitoring the performance of the Investment held within my Account. I understand that Preferred has not conducted a due diligence review of this Investment, nor has Preferred made any investigation with regard to this Investment, any issuer or sponsor of this Investment, or any officer, director, or other person or entity involved or affiliated with this Investment. I understand that Preferred has not reviewed the prudence, viability or merits of the Investment

5. Delivery Instructions: *(select one)*

I authorize Preferred Trust Company to send the investment subscription documents (and purchase check, if applicable) to the Investment issuer / sponsor via:

Overnight Delivery - Bill charges to my Preferred account

Overnight Delivery - Bill charges to:

FedEx DHL UPS

Account Number

Delivery will be made via First Class mail if no other option is selected.

7. Important! Accountholder must check one of the following:

I represent that I am **not** an officer or director of the offering entity and / or borrower or any affiliate thereof, **nor** am I related to any officer or director of the offering entity and / or borrower or any affiliate thereof. I also represent that my ownership of this entity (combined with any family member or disqualified person) will be less than 50%.

Nature of Relationship

Percentage Owned %

(A legal opinion may be required if the potential for a prohibited transaction exists. Please refer to the Questions / Answers section to the checklist.)

4. I understand that, if my Designated Representative or any other financial representative suggested that I retain Preferred's services as custodian for the investment made through my Account that such person is not in any way an agent, employee, representative, or affiliate of Preferred. I acknowledge that Preferred is not responsible for and is not bound by any representations, warranties, statements or agreements made by my Designated Representative or any financial representative beyond the terms and provisions contained in my Preferred Custodial Account Agreement and other Preferred forms and / or documents. I further understand that Preferred has not made and will not make any recommendation or investigation with respect to my Designated Representative or any financial representative, nor does Preferred compensate my Designated Representative or financial representative in any manner.

5. I understand that Preferred does not make any determinations as to whether an investment is acceptable under ERISA, the IRC, or any other applicable federal, state or local laws, including securities laws. I acknowledge that it is my responsibility to review any investments to ensure compliance with the above requirements and to avoid the occurrence of any prohibited transactions in my Account arising out of this Investment. I understand that I should have all investments reviewed by my attorney and / or tax advisor prior to directing Preferred to process this transaction on behalf of my Account.

6. 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 Preferred makes no determination as to whether this transaction is a prohibited transaction. I warrant and represent that I have consulted with such advisors as I deem necessary and appropriate, and that I have determined among other things that this Investment does not constitute a prohibited transaction as defined in IRC Section 4975. I represent that the offering entity or any affiliate thereof is neither a "disqualified person" as defined in IRC Section 4975(e)(2), nor a "party in interest" as defined in ERISA Section 3(14). 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 takes place prior to my attaining age 59 ½, an additional premature distribution excise tax may be imposed.

7. My Account has sufficient liquid funds to make the initial purchase. If the Investment contains a provision for future contractual payments or assessments, including margin calls, I acknowledge that such payments or assessments shall be borne solely by my Account to the extent such payment is authorized by me or my Designated Representative, and may reduce or exhaust the value of my Account.

8. I further agree to indemnify Preferred for any and all payments or assessments which may result from holding the Investment within my Account, and I understand that Preferred shall be under no obligation whatsoever to extend credit to my Account or otherwise disburse payment beyond the cash balance of my Account for any payment or assessment related to the Investment.

9. I understand that if the Investment contains any administrative requirements or duties beyond Preferred's capabilities or expertise to provide, then I agree to seek out suitable agents or counsel necessary to perform such duties and deliver a written service agreement acceptable to Preferred for execution on behalf of my Account.

10. I understand that Preferred has no responsibility or duty to notify me or forward to me any notices, proxies, assessments or other documents received by Preferred on behalf of the Investment, unless I or my Designated Representative request each such document in writing.

11. I agree to furnish payment instructions to Preferred regarding any invoice, assessment, fee or any other disbursement notification received by Preferred on behalf of the Investment, and I understand that Preferred has no duty or responsibility to disburse any payment until such instructions are received from me or my Designated Representative.

12. If the Investment to be purchased is a debt instrument, including individually-negotiated notes (such as a deed of trust / mortgage note or contract for deed) or privately-offered corporate debt, I agree to either enter into an Investment Servicing Agent Agreement with a third-party Agent on a form acceptable to Preferred or to be my own Agent in order to administer the terms of the Investment on behalf of my Account. Should my third-party Agent ever become unwilling or unable to perform the duties outlined in the Investment Servicing Agent Agreement, I understand that all duties of the Agent revert to me until I name a successor third-party Agent. Likewise, should I fail to appoint a third-party Agent to service the Investment, I understand that all duties of the Agent are my responsibility. I understand that Preferred does not offer or provide any servicing or collection duties with respect to any debt instrument, nor will Preferred monitor the maturity date or take any action with regard to the maturity of any debt instrument unless specifically directed by me in writing. Furthermore, should I elect to renew or renegotiate the terms of any Investment, I agree to notify Preferred in writing and provide appropriate instructions for Preferred to return the original Investment to the debtor.

13. If the Investment to be purchased is a private equity investment, I understand that such 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, 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 Preferred 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 Preferred, along with authorization to pay the tax from my Account. If I am required to File IRS Form 990-T with regard to any UBTI, I understand that I must utilize an Employer Identification Number ("EIN"). I will not use Preferred'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 Preferred to pay any taxes I may owe with regard to any UBTI that might be incurred.

14. I understand that Preferred has no duty or responsibility to monitor the performance of the Investment or actions of the sponsor, nor to monitor the sufficiency or adequacy of my actions or duties or those of my heirs, successors, agents or assigns, and Preferred will not be required to monitor the acts of any paid consultant to whom Preferred may have contractually delegated any duties or responsibilities pursuant to my directions or the directions of my Designated Representative.

15. I understand that if Preferred cannot obtain an annual market value or good faith estimate of the value for the Investment from the Investment's sponsor or other sources chosen by Preferred in its sole discretion, Preferred may carry forward the last known value (if available) or report the asset value at acquisition cost. I further understand and acknowledge that, if Preferred has not been provided with an annual market value or good faith estimate either by the investment's sponsor or by me via an independent appraisal service (as specified in my Preferred Custodial Account Agreement), Preferred may distribute the Investment in-kind to me.

16. 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, Preferred 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.

17. 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 Investment. I understand that any legal filings made on behalf of this Investment are to be made in the name of "Preferred Trust Company, Custodian for benefit of (my name)." I agree that I shall not institute legal action on behalf of this Investment without Preferred'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 Preferred to incur any costs or legal exposure.

18. 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 Investment, I will provide Preferred with a corrected and initialed copy of this form, or I will give verbal instructions to Preferred to change or correct the form. I agree that any verbal instructions will be given by me to Preferred over a recorded line.

ARBITRATION AGREEMENT

THE PARTIES AGREE THAT ALL CLAIMS AND DISPUTES OF EVERY TYPE AND MATTER WHICH MAY ARISE BETWEEN THE DEPOSITOR AND CUSTODIAN, INCLUDING ANY DISPUTES REGARDING THE SCOPE OF THIS ARBITRATION AGREEMENT, SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM UNDER THE CODE OF PROCEDURE THEN IN EFFECT. ANY AWARD OF THE ARBITRATOR MAY BE ENTERED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION. IN ANY MATTER IN WHICH THE AMOUNT IN DISPUTE EXCEEDS \$100,000.00, THE ARBITRATION PROCEEDINGS SHALL TAKE PLACE IN STATE OF NEVADA, COUNTY OF CLARK. IN THE EVENT A COURT HAVING JURISDICTION FINDS ANY PORTION OF THIS AGREEMENT UNENFORCEABLE, THAT PORTION SHALL NOT BE EFFECTIVE AND THE REMAINDER OF THE AGREEMENT SHALL REMAIN EFFECTIVE, INFORMATION MAY BE OBTAINED AND CLAIMS MAY BE FILED AT ANY OFFICE OF THE NATIONAL ARBITRATION FORUM, WWW.ARBITRATION-FORUM.COM, OR AT P.O. BOX 50191, MINNEAPOLIS, MN 55045. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1-16.

BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER IN COURT AND HAVE THEIR CASE DECIDED BY A JUDGE OR JURY.

The foregoing representations and warranties are true and accurate as of the date hereof and shall be true and accurate as of the date of delivery of the funds to the Investment and shall survive such delivery. If in any respect such representations and warranties shall not be true and accurate prior to delivery of the funds to the Investment, I shall give written notice of such fact to Preferred specifying which representations and warranties are not true and accurate and the reasons therefore.

I acknowledge that I have sole responsibility for directing the investment of my Account. I acknowledge that Preferred will not exorcise any discretion, assume any fiduciary responsibility, perform a due diligence review, or undertake any investigation as to the prudence, viability, merits, or suitability of the Investment. I acknowledge my understanding that Preferred is not a "fiduciary", or a person entitled to exercise any discretionary authority with respect to the Investment, as those terms and concepts are defined in the Internal Revenue Code, ERISA, or other applicable federal, state or local laws, and I agree to hold Preferred harmless from any liability for any loss, damage, injury or expense which may occur as a result of the execution of this Investment Direction and Certification.

8. Accountholder Signature / Date (This form must be signed and dated):

Signature

Date

Investment Servicing Agent Agreement

For good and valuable consideration, this Investment Servicing Agent Agreement is hereby entered into by and between:

<input type="text"/>	(hereinafter referred to as "Accountholder") and
<input type="text"/>	(hereinafter referred to as "Agent").

Agent hereby agrees to accept all responsibilities and duties necessary to effectively administer the following investment held for the benefit of the designated Accountholder by Preferred Trust Company ("Preferred"):

Borrower's Name	<input type="text"/>					
Amount of Investment \$	<input type="text"/>	Maturity Date	<input type="text"/>			
Type of Investment (<i>Select one</i>)	<input type="radio"/> Note	<input type="radio"/> Bond	<input type="radio"/> Debenture	<input type="radio"/> Contract for Deed		
Payment Frequency	<input type="radio"/> Monthly	<input type="radio"/> Quarterly	<input type="radio"/> Annually	<input type="radio"/> At Maturity	<input type="radio"/> Other	<input type="text"/>

As Agent, the undersigned shall perform all duties and exercise all discretion as permitted in the provisions of the Note, Bond, Debenture, or Contract for Deed/ Real Estate Contract (collectively referred to as the "Investment") in order to protect the rights of Accountholder, assure timely collection of payments, and monitor all the provisions of the Investment. Specific duties of Agent shall include, but not be limited to, the following:

1. Confirm that proper documentation of the Investment has been prepared such that any debt instrument is enforceable, clear title is held for the Investment including any collateral assigned under the Investment, and then prepare and file with the appropriate recording office any title document, debt instrument and any evidence of lien on collateral, including the filing and proper registration or recording of any deed of trust, mortgage, contract for deed, or other instrument necessary to protect the Accountholders interest in the Investment;
2. Ensure that the original Investment (including the debt instrument, deed of trust, mortgage, and / or assignments) is forwarded to Preferred for safekeeping; production and maintenance of an amortization schedule for payments in accordance with the terms of the Investment, a copy of which shall be furnished to Preferred (if applicable);
4. Collect payments and forward payments made payable to "Preferred Trust Company, Custodian"
5. Break down payment amounts into interest and principal reduction and communicate this information to Preferred (if applicable);
6. Forward all payments to Preferred in a timely manner to the following address:
2471 W. Horizon Ridge Parkway, Suite 100
Henderson, NV 89052
7. Preparation of any governmental reporting of interest paid which may have to be reported to the Internal Revenue Service on Form 1098. After preparation, this form should be forwarded to Preferred for filing;
8. Collection and maintenance of any required escrow funds for the purpose of paying insurance and taxes on the Investment;
9. Collection of any rents, royalties, or other sums assigned as security for the Investment;
10. Promptly communicate in writing with the Debtor / Obligor regarding all matters pertaining to the Investment, including notice and collection of past-due payments and the amount of past-due penalty, if any, and enforcement of any security therefore;
11. Initiate collection procedures upon notice of default, as defined in the Investment, including the initiation of any necessary legal action required to enforce any guarantees or otherwise assure Debtor's / Obligor's performance on the Investment;
12. Enforce all rights against Debtor / Obligor, following notice of and failure to timely cure any default (as provided in the Investment), including, without limitation, foreclosure of any mortgage or other legal proceedings in order to claim title to any collateral securing the Investment, or initiate legal action to obtain a judgment against Debtor / Obligor in the case the Investment is unsecured; and
13. Keep complete and accurate records of all transactions, collection, and enforcement efforts and other matters relating to Agent's duties hereunder, and promptly provide copies of such records to Accountholder and Preferred upon request.

FEES: As consideration for the services provided herein, Accountholder agrees to pay fees to Agent as follows: (N/A if Accountholder serves as the Agent)

The above fee schedule may be amended by Agent from time to time upon prior written notice to Accountholder.

This Agreement shall be effective for a term not to exceed the length of time Property is held by Preferred for the benefit of Accountholder. This Agreement shall automatically terminate upon the sale, exchange, or in-kind distribution of the Property by the Account.

An IRA Accountholder, by signing this Agreement, hereby amends the Preferred Trust Company Custodial Account Agreement to release Preferred from all duties and responsibilities of administering the Property, other than those requiring the Custodian's signature for performance, pursuant to Chapter 669 of the Nevada Revised Statutes. All duties and responsibilities for administration of the Property shall vest in the Agent. Said Agent shall be an agent for the benefit of Accountholder, and shall not be deemed to be an agent or affiliate of Preferred.

Agent and Accountholder hereby indemnify and save harmless Preferred, its employees and assigns from all suits, actions, or claims of any character, type or description brought or made for or on account of, arising out of, or occasioned by the acceptance of the Property as an investment of the Account, or by the operations, performance or negligent acts of Agent in the execution or management of the Property.

Preferred shall have no responsibility to question the actions of Agent in its performance of the duties outlined in this Agreement, nor shall Preferred be liable for any loss of any kind which may result by reason of any action taken by Agent, Accountholder, or both in regard to the performance of the managed Property.

Agent shall not assign his rights and obligations hereunder. Subject to the foregoing, all of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators, legal representatives and assigns, as the case may be, of the parties hereto. If, for any reason, Agent is unable or unwilling to perform the duties outlined herein, then Accountholder shall assume responsibilities for said duties until Accountholder appoints a successor Agent.

Accountholder may terminate this Agreement immediately upon notice (in person, by phone, or by facsimile or other writing) at any time. Agent may terminate this Agreement upon not less than fifteen (15) days prior written notice. Upon termination, Accountholder agrees to appoint a successor Agent within thirty (30) days. Until a successor Agent is appointed, Accountholder shall be responsible for the duties of administering the Property as provided herein. Following termination, Agent shall provide to Accountholder all books, records, ledgers, correspondence, files and other materials in Agent's possession or control with respect to the Property and/or Accountholder.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein, supersedes all prior and contemporaneous agreements. This Agreement may be amended upon the prior written consent of the parties.

BY SIGNING THIS AGREEMENT, ACCOUNTHOLDER UNDERSTANDS THAT PREFERRED SHALL NOT BE REQUIRED TO PROVIDE PROPERTY MANAGEMENT OR ADMINISTRATION, INCOME OR RENT COLLECTION, VERIFICATION OF INSURANCE COVERAGE OR TAX PAYMENTS ON PROPERTY, PURSUE COLLECTION, INSTIGATE LITIGATION, MONITOR PAYMENTS ON A NON-RECOURSE PROMISSORY NOTE, OR TAKE ANY OTHER ACTION WITH REGARD TO THE PROPERTY TO WHICH THIS AGREEMENT APPLIES EXCEPT AT THE EXPRESS DIRECTION OF AGENT OR ACCOUNTHOLDER.

Agreed to by Agent and executed this _____ day of _____, 20_____.

Agent Name

Mailing Address

City, State, Zip Code

Phone Number

Signature

Agreed to by Accountholder and executed this _____ day of _____, 20_____.

Signature

Account Number