

JRL CAPITAL CORPORATION

20371 IRVINE AVENUE, SUITE A-140 • NEWPORT BEACH, CA 92660-4602 • PHONE 949-650-2928 FAX 714-619-5298
MEMBER FINRA AND SIPC

SECURITIES LETTER OF TRANSMITTAL
(Complete for Every Securities Transaction)

<u>ACCOUNT REGISTRATION</u>	Name _____ DOB: _____ Name _____ DOB: _____ Street _____ City _____ State _____ Zip _____ Telephone: _____ US Citizen <input type="checkbox"/> Y <input type="checkbox"/> N SSN/Tax ID: _____ E-Mail Address: _____	<p align="center">Client's Investment Objective:</p> <input type="checkbox"/> Conservation of capital with stable income <input type="checkbox"/> Moderate capital appreciation with reasonable income <input type="checkbox"/> Long-term growth of capital. Income secondary <input type="checkbox"/> Capital gains <input type="checkbox"/> Speculation <input type="checkbox"/> Higher income with higher risk _____ Please Initial _____
<u>PURCHASE INSTRUCTIONS</u>	Name of Investment(s) (list attached if more) _____ Amount _____ TOA _____ Check Date _____ Check # _____ <input type="checkbox"/> Buy _____ \$ _____ <input type="checkbox"/> Sell _____ \$ _____ This order sent directly to program sponsor on _____, 20_____	
<u>TYPE OF TRANSACTION</u>	<input type="checkbox"/> Mutual Fund <input type="checkbox"/> REIT <input type="checkbox"/> 529 Plan <input type="checkbox"/> Variable Annuity <input type="checkbox"/> DST/1031 Exchange <input type="checkbox"/> Stocks <input type="checkbox"/> Corp Bonds <input type="checkbox"/> Muni Bonds <input type="checkbox"/> Options <input type="checkbox"/> Other _____	
<u>SUPPORTING DOCUMENTS ATTACHED</u>	<input type="checkbox"/> Plan Application required by Mutual Fund, REIT, Limited Partnership, Variable Annuity, etc. <input type="checkbox"/> Transfer Documents <input type="checkbox"/> Investor's Eligibility Letter (if required) <input type="checkbox"/> COI/VA Disclosure Form <input type="checkbox"/> DPP/REIT Disclosure Form <input type="checkbox"/> Client Investment Diversification Form <input type="checkbox"/> Risk Tolerance Form <input type="checkbox"/> Stock Power	
<u>ACCOUNT INFORMATION</u>	<input type="checkbox"/> This is the first transaction with JRL (complete the New Securities Account Application) <input type="checkbox"/> Existing account with JRL: Products _____ <input type="checkbox"/> Client already owns shares of product being purchased. <input type="checkbox"/> Client's Risk Tolerance for this investment: <input type="checkbox"/> Conservative <input type="checkbox"/> Moderate <input type="checkbox"/> Aggressive <input type="checkbox"/> Client's time horizon for this investment is _____ years/months. <input type="checkbox"/> Source of Funds _____ Aggregate % of Alternative Investments of Portfolio _____ <input type="checkbox"/> This investment represents _____ % of clients TOTAL investment portfolio and _____ % of client's net worth	
<u>CUSTOMER AGREEMENT</u>	<input type="checkbox"/> Client acknowledges that the information on their account application is current and correct <input type="checkbox"/> Client acknowledges that they have received and read a copy of the Prospectus or PPM for this investment. <input type="checkbox"/> Customer Acknowledges that JRL does not carry Errors & Omission or Malpractice Insurance. I agree that the above information is accurate and complete and authorize the above transaction. X _____ Date _____ Client Signature X _____ Date _____ Client Signature (#2 if applicable)	
<u>SIGNATURE AND APPROVAL</u>	<p>I have reviewed the financial profile and investment objectives and consider this investment suitable for this client.</p> Signature of Reg. Rep. _____ RR# _____ Signature of Reg. Rep. _____ RR# _____ Registered Principal Signature _____ Approved by (Print or Type) _____, Registered Principal Date: _____	

To: JRL Capital Corporation.

I agree that all controversies which may arise between us concerning any transaction, the construction, performance or breach of this or any other agreement between us, whether entered into prior, on or subsequent to the date hereof, or any other matter, shall be determined by arbitration in accordance with the rules of the Financial Industry National Regulatory Authority then in effect. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction. I am aware of the following regarding ARBITRATION:

1. Arbitration is final and binding on the parties.
2. The parties are waiving their right to seek remedies in court, including the right to jury trial.
3. Pre-arbitration discovery is generally more limited than and different from court proceedings.
4. The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of ruling by the arbitrators is strictly limited.
5. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative or class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: 1. the class certification is denied; or 2. the class is decertified; or 3. the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

Glossary of Important Terms

Securities Letter of Transmittal Form

(These are the definition of terms for the information fields to be filled out in this document)

Aggregate Percentage of alternative Investments in Portfolio – This number represents the total amount of Alternative Investments held by the Client in their investment portfolio with the additional proposed investment to be acquired.

Client's Risk Tolerance – State the Risk Tolerance for the specific investment noted on the SLT

Client's Time Horizon – State the approximate time the client is looking to hold this investment

Liquid Net Worth – The value of all client assets that are liquid or can become liquid within 30 days

Net Worth – The actual value less encumbrances of a client's assets excluding the primary residence and personal belongings

Percent of Net Worth - This represents the value of the investment as a percent of a client's Total Investment Assets/Portfolio

Source of Funds – Where did the funds come from (source) to make this specific investment? (e.g.; income, savings, inheritance, re-investment/roll-over funds, etc.)

Total Investment Assets/Portfolio – This is the total estimated net value of all clients invested assets (the clients primary residence is not considered investment assets. Loans/margin against any assets would decrease value by loan amount)

Public, Non-Traded Real Estate Investment Trusts (REITs) Disclosure Form

Client Name

Product / Investment Identification

_____ I acknowledge that this investment has limited liquidity and under certain circumstances may become completely illiquid.

_____ I acknowledge that it is unlikely that I will be unable to sell my shares back to the sponsor or to anyone else, and if in the event I am able to sell my shares prior to the end of the investment cycle that it could likely be at a significant discount.

_____ I acknowledge that any stated distribution rate is not guaranteed and that certain events including, but not limited to, debt refinancing and tenant bankruptcies, may result in reductions and/or a complete cessation of the projected distribution.

_____ I acknowledge that although there may be a projection as to the length of time the investment operates, there can be no assurance as to a set timeframe for the life of the trust to be in existence, and an exit strategy may not be implemented for up to 10 years.

_____ I acknowledge that I have received a copy of the REIT prospectus, and that it is my responsibility to review the prospectus prior to investing.

_____ I acknowledge that I have been given the opportunity to discuss this investment option directly with the management and/or representatives of the investment Sponsor, and that I have either done so or have chosen not to do so based on my own judgment, and that I have completed my own due diligence as it relates to this investment, I understand risks associated with such an investment, and am fully competent and satisfied in my decision to make this investment.

_____ I acknowledge that the REIT limits annual share repurchases to only _____% of the number of shares of common stock outstanding on December 31 of the previous calendar year, and the manager reserves the right to discontinue share repurchases entirely if it feels the REIT needs to build its capital reserves.

_____ I acknowledge that neither JRL Capital, Its Affiliates or Registered Representatives provide tax, accounting or legal advice at any time, and that I am solely responsible to seek professional guidance in these areas.

Client Signature

Date

Client Signature

Date

Registered Rep. Signature

Date

Direct Participation Investment Disclosure Form

Client Name

Product / Investment Identification

_____ I acknowledge that this investment has limited liquidity and under certain circumstances may become completely illiquid.

_____ I acknowledge that it is unlikely that I will be unable to sell my shares back to the sponsor or to anyone else, and if in the event I am able to sell my shares prior to the end of the investment cycle that it could likely be at a significant discount.

_____ I acknowledge that any stated distribution rate is not guaranteed and that certain events including, but not limited to, debt refinancing and tenant bankruptcies, may result in reductions and/or a complete cessation of the projected distribution.

_____ I acknowledge that although there may be a projection as to the length of time the investment operates, there can be no assurance as to a set timeframe for the life of the trust to be in existence, and an exit strategy may not be implemented for up to 10 years.

_____ I acknowledge that I have received a copy of the prospectus, and that it is my responsibility to review the prospectus prior to investing.

_____ I acknowledge that I have been given the opportunity to discuss this investment option directly with the management and/or representatives of the investment Sponsor, and that I have either done so or have chosen not to do so based on my own judgment, and that I have completed my own due diligence as it relates to this investment, I understand risks associated with such an investment, and am fully competent and satisfied in my decision to make this investment.

_____ I acknowledge that this investment has no repurchase program and may not have any liquidity until the disposition of the assets held.

_____ I acknowledge that neither JRL Capital, Its Affiliates or Registered Representatives provide tax, accounting or legal advice at any time, and that I am solely responsible to seek professional guidance in these areas.

_____ I understand and acknowledge that certain key aspects of the intended investment rely on market conditions, business opportunity and tax law relating specifically to this investment, that may or may not be achieved by the manager of the venture. These risks are covered in the "Risk" and "Business" sections of the investment prospectus and I/We have thoroughly reviewed and understand these Risks in the decision to invest.

Client Signature

Date

Client Signature

Date

Registered Rep. Signature

Date