

## ANALYTICAL SERVICES AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2012 (the "Agreement"), between RTA Analysis, LLC (hereinafter referred to as "RTA"), with principal offices at 42380 W. Blue Suede Shoes Lane, Maricopa, AZ 85138, and \_\_\_\_\_ (hereinafter referred to as "Client"), with principal offices at \_\_\_\_\_.

### RECITALS:

RTA and Client desire to enter into a contractual arrangement to provide Client with the services hereinafter described.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1) Services to be Rendered:

RTA shall perform, under the provisions of this Agreement, the services that are mutually agreed upon and described below.

Detailed Description of Services:

RTA will conduct a comprehensive financial review of select sponsors of direct participation programs, REITs or BDCs (hereinafter referred to as "Investment Programs"). This review shall include analysis of the sponsor's current financial condition, past financial performance, and future financial business plan, as necessary. Additionally, RTA will conduct a financial review of selected Investment Programs, which shall include dividend paying capacity and history. The Sponsor Financial Review shall be evidenced by the Sponsor Financial Report. The Investment Program financial review consists of two types of reviews: the Annual Financial Performance Analysis and the Distribution Analysis & Quarterly Update. These reviews are evidenced by the Investment Program Annual Report or the Investment Program Quarterly Report, as applicable. Client may purchase Reports from RTA's inventory, as published from time to time, or request a review on an Investment Program and/or its sponsor, if not in RTA's inventory.

Sponsor Financial Review

RTA will conduct the Sponsor Financial Review in conjunction with a possible new sponsor relationship or a continuing sponsor relationship on an annual basis, as requested by Client. It encompasses an in-depth financial analysis to determine the Sponsor's ability to perform its duties to the Investment Programs it sponsors. The analysis focuses on the Sponsor's annual audited financial statements, with a four-year look-back period, when available. Additionally, its organizational structure is evaluated and its potential revenue stream is analyzed relative to its fundraising activities. Furthermore, the Sponsor's business plan is evaluated in relation to its structure, financial position, and current activities. The review is comprehensive and a full report is issued by RTA following the review.

Procedure: When a new Investment Program sponsor is being considered by Client or when Client wishes RTA to begin reviewing a sponsor with which Client has an existing relationship, Client sends RTA an email requesting a financial review with regard to the sponsor. The email from Client will include information about the sponsor firm to be reviewed, the date the information is expected, and confirmation that the sponsor will cooperate with the review. The details of the request may be contained on a completed Purchase/Review Form (attached as Exhibit I). Subsequently, on an annual basis, Client will provide RTA with a list of all Investment Program sponsors on which to conduct an additional financial review. Upon completion of each review, RTA will submit the Sponsor Financial Report to Client via email.

Annual Financial Performance Analysis: RTA will conduct financial reviews of operating Investment Programs on an annual basis throughout their offering periods, as requested by Client. Recent 10-Ks, other filings, and the distribution coverage model prepared by the Sponsor will be reviewed to evaluate the Investment Program's financial health. This review includes in-depth financial statement analysis and analysis of the declared and paid distributions relative to the Investment Program's ability to cover distributions. Additionally, the review includes a look at the entity's portfolio of assets, their performance and their prospects for contributing to the financial health of the Investment Program. The review is comprehensive and a full report is issued by RTA following the review.

Procedure: Initially and on an annual basis prior to March 5<sup>th</sup> of each subsequent year, Client will provide RTA with a list, via email, of all Investment Programs on which it desires an Annual Financial Performance Analysis. An initial review request may be submitted at any time and may be contained on a completed Purchase/Review Form. RTA will conduct this review for each listed Investment Program after the 10-K filing for the recently-completed fiscal year is made. Priorities shall be determined by RTA based on Client's request and requests of other clients. Upon completion of each review, RTA will submit the Investment Program Annual Report to Client via email.

Distribution Analysis & Quarterly Update: Following the first, second, and third fiscal quarters, RTA will conduct reviews of operating Investment Programs throughout their offering periods, as requested by Client. An analysis of 10-Qs and other recent filings by the Investment Program and the distribution coverage model prepared by the Sponsor is conducted to ensure it is meeting its distribution requirements and can financially support the distributions. In addition to this quarterly distribution analysis, the review includes a financial statement and portfolio overview to identify material changes.

Procedure: On the initial and each subsequent annual list provided by Client showing Investment Programs on which RTA is to conduct an Annual Financial Performance Analysis, Client shall specify which shall also be subject to a Distribution Analysis & Quarterly Update for each quarter of the current year. RTA will conduct this quarterly review for each listed Investment Program after the applicable 10-Q filing is made. Priorities shall be determined by RTA based on Client's request and requests of other clients. Upon completion of each review, RTA will submit the Investment Program Quarterly Report to Client via email.

2) Due Diligence:

In conducting the services described in Section 1 of this Agreement, RTA will exercise reasonable care in performing a reasonable investigation, as those terms are described in Section 11 and 12 of the Securities Act of 1933, as amended, of factual matters relating to securities offerings and in providing advice regarding such transactions and the adequacy of financial information disclosure contained in related SEC filings.

3) Compensation:

Client agrees to pay a fee to RTA, due upon completion of the services to be rendered and submittal of an invoice to Client. RTA's current Fee Schedule, which is subject to change annually, is attached as Exhibit II. At the discretion of Client and on behalf of Client, payment may be made directly to RTA by the Sponsor whose financial information is to be analyzed. In such case and prior to the commencement of reviews, the Sponsor shall provide written notice to RTA and Client that it will pay the applicable invoices on Client's behalf. RTA will provide Client and the Sponsor with a copy of each invoice to be paid on Client's behalf and, if Sponsor fails to pay any such invoice within 60 days of submittal, Client will be responsible for payment.

4) Term:

The TERM of this AGREEMENT shall commence on the date of this Agreement and continue until terminated.

5) Termination:

This Agreement may be terminated at the option of Client or RTA (i) without cause upon ninety (90) days' written notice to the other party; or (ii) in the event of a material breach of this Agreement by the other party, immediately by giving written notice, if, after having given written notice of the material breach to the other party, which notice sets forth in reasonable detail the nature of the breach, the other party fails to correct the material breach or otherwise come into full compliance with the terms of the Agreement within ten (10) business days of notice of the material breach. In the event RTA is unable to, or does not in fact, provide the services required to be performed hereunder by RTA, or in the event of any other breach of this contract by RTA, and if Client exercises its termination option, or if RTA exercises its termination option, RTA will pay to Client a refund of any unearned fees.

6) Independent Contractor, Expenses:

RTA agrees and represents that it is an independent contractor and its personnel are not Client's agents or employees for federal tax purposes or any other purposes whatsoever, and are not entitled to any Client employee benefits. RTA assumes sole and full responsibility for its employees, agents and subcontractors. RTA, and not Client, is solely responsible for the compensation of its employees, agents and subcontractors assigned to perform services hereunder, and payment of worker's compensation, disability and other income and other similar benefits, unemployment and other similar insurance and for withholding income, other taxes and social security. RTA and its members, employees, agents and subcontractors have no authority to make commitments or enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever. Any required travel expenses incurred by RTA in connection with the provision of services will be reimbursed by Client or paid for by the Sponsor.

7) Scope of Services:

Under this Agreement, RTA agrees to use its best efforts to conduct thorough research, analysis, and investigations and to prepare quality financial analysis reports or other deliverables as required by Sections 1 and 2 of this Agreement. If Client is an underwriter in the offering of an Investment Program sponsored by a Sponsor on which RTA has conducted financial statement analysis or other analyses, then Client may rely on the research, analysis, and conclusions of RTA as a tool in the discharge of its due diligence obligation. Client is responsible for independently reviewing any deliverable upon which it relies to determine the adequacy of the research, analysis, and investigation conducted by RTA. If, in the event of litigation or arbitration against Client related to sales of the Investment Programs offered by a Sponsor on which RTA has conducted financial statement analysis or other analyses, RTA is requested to testify or provide information, Client agrees to pay for any associated expenses which are reasonable and deemed necessary by Client. It is understood by the parties to this agreement that, so long as not made a party to such action by Client, RTA shall bear no portion of the expenses incurred in connection with such action, including legal fees.

8) Warranties:

RTA represents, warrants and covenants to Client that; (i) RTA has the authority and the right to enter into this Agreement and to perform services and provide materials, information and deliverables hereunder; and (ii) RTA, through its members, has the proper skill, training and background necessary to perform the services hereunder.

Client represents, warrants and covenants to RTA that; (i) Client is duly authorized and empowered to execute and deliver this Agreement; (ii) Client is in compliance and will continue to comply with all rules, regulations, and interpretations by governmental and regulatory bodies and self-regulatory organizations having jurisdiction, including, without limitation, FINRA.

9) Indemnification:

RTA agrees to indemnify and hold harmless Client, its affiliates and each person who controls Client against any and all losses, liabilities, claims, damages, or expenses to which they or any of them become subject insofar as such losses, liabilities, claims, damages, or expenses arise out of or are based on (1) any untrue statement or representation, or alleged untrue statement or representation, of any material fact made by RTA (or its representatives) in connection with an Investment Program or Sponsor on which RTA has conducted financial analysis or other analyses, (2) the omission or alleged omission by RTA (or its representatives) to reveal a material fact known to them, or one which should have been known to them, in connection with an Investment Program or Sponsor on which RTA has conducted financial analysis or other analyses, or (3) any material breach of this Agreement.

Client agrees to indemnify and hold harmless RTA, its affiliates and each person who controls RTA against any and all losses, liabilities, claims, damages, or expenses to which they or any of them become subject insofar as such losses, liabilities, claims, damages, or expenses arise out of or are based on (1) any untrue statement or representation, or alleged untrue statement or representation, of any material fact made by Client (or its representatives) in connection with the offer or sale by Client or such persons of units of Investment Programs on which RTA has conducted financial analysis or other analyses or sponsored by a Sponsor on which RTA has conducted financial statement analysis or other analyses, (2) arise out of or are based on the omission or alleged omission by Client (or its representatives) to state a material fact required to be stated or necessary in order to make the statements made in connection with such offer or sale not misleading, or (3) any material breach of this Agreement.

**LIMITATION OF LIABILITY:** IN NO EVENT WILL EITHER PARTY BE LIABLE, ONE TO THE OTHER, FOR SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY SCHEDULE HERETO.

10) Arbitration:

The parties hereto agree that all controversies which may arise between them concerning any transaction or the construction, performance or breach of this or any other agreement between them, whether entered into prior, on, or subsequent to the date hereof, shall be determined by arbitration in accordance with the rules, then in effect, of the American Arbitration Association.

11) Nondisclosure:

Client hereby acknowledges RTA's exclusive copyright interest in all reports, materials, and data generated by RTA. Client acknowledges that information provided is for its internal use only and will not provide a due diligence defense for any other affiliated or non-affiliated broker-dealer. Client will not disclose, lend or divulge and will use its best efforts to cause its employees, affiliates, officers, directors, partners, agents, and representatives not to disclose or divulge, to any other person or legal entity not otherwise privy thereto, any report, document, file, or summary, or portion thereof, or other material of any nature whatsoever obtained under this Agreement without the prior written consent of RTA. Client may not provide copies of any deliverables to its Registered Representatives or to Sponsors. Subject to the following paragraphs, nothing in this section shall be construed to limit Client from using information from any deliverables obtained under this Agreement for its own internal purposes or for disclosure to regulatory authorities, Client's counsel, or in connection with appropriate legal process.

Client acknowledges that RTA may have entered into an agreement with a Sponsor whereby RTA is obligated to preserve the confidentiality of confidential information relating to said Sponsor and has been authorized to release such confidential information to Client only if Client agrees to also preserve the confidentiality of the confidential information. Information shall not be considered confidential to the extent, but only to the extent, that such information is: (i) already known to the receiving party free of any restriction at the time it is obtained from the other party; (ii) subsequently learned from an independent third party free of any restrictions and without breach of any agreements; (iii) is or becomes publicly available through no wrongful act of either party; (iv) is independently developed by one party without reference to any confidential information of the other or of the Sponsor; or (v) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other and the Sponsor with timely written prior notice of such requirements and such disclosure is limited to the information requested.

If the Sponsor's confidential information is subject to disclosure pursuant to an order, decree, subpoena or other validly issued judicial or administrative process requiring Client or its representatives (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any such confidential information, Client will promptly notify RTA, which will, in turn, promptly notify the Sponsor, of such request or requirement so that Sponsor may seek to avoid or minimize the required disclosure and/or to obtain an appropriate protective order or other appropriate relief to ensure that any confidential information of the Sponsor so disclosed is maintained in confidence to the maximum extent possible by the agency or other person receiving the disclosure, or, in the discretion of the Sponsor, to waive compliance with specific provisions of the confidentiality agreement by and between RTA and the Sponsor. In any such case, and in addition to the notice contemplated in this paragraph, the party in receipt of such confidential information will use its reasonable efforts, in cooperation with RTA, the Sponsor, or otherwise, to avoid or minimize the required disclosure and/or to obtain such protective order or other relief to protect said confidential information.

Client agrees that all Sponsors with respect to which Client receives confidential information via RTA are third party beneficiaries to whom the benefits of this provision of this Agreement shall inure.

12) Performance of Services by RTA for Others:

This Agreement provides a nonexclusive service arrangement and shall not preclude RTA from rendering similar services to or for other Clients during the term of this Agreement. Client is also free to contract with other persons or entities for analytical services similar to those provided by RTA hereunder.

13) Audit by Client:

During the term of this Agreement and for a period of three years thereafter, upon reasonable advance written notice by the Client, RTA shall provide to the internal and/or external auditors and personnel of Client, reasonable access to RTA's facilities including, without limitation, its respective records, systems, controls, processes, and operation locations, for the purpose of determining, as applicable, among other things compliance with: (i) regulatory requirements; (ii) payment terms and charges; (iii) Client's policies; and (iv) other terms hereunder.

If any audit by Client's auditors results in RTA being notified that it is not in compliance with such requirements, RTA shall take all necessary actions to comply at its own expense.

14) Background Check:

At Client's request, RTA's members agree to complete a criminal records check for all felony and misdemeanor convictions other than minor traffic violations in all countries where they have lived during the last seven years (subject to applicable laws) to include pleas of guilty and nolo contendere, regardless of whether adjudication has been withheld.

15) Applicable Law and Venue:

This Agreement and its application shall be governed by the laws of the State of Arizona. It is agreed by the parties hereto that this Agreement was executed in Phoenix, Arizona and that any action or arbitration regarding this Agreement shall be brought in a forum located in Maricopa County, Arizona.

16) Modifications:

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties pertaining to the subject matter hereof. No modification, amendment, supplement to or waiver of this Agreement, or any provisions hereof or thereof shall be binding upon the parties unless made in writing and duly signed by both parties. At no time shall any failure or delay by either party in enforcing any provisions, exercising any option, or requiring performance of any provisions, be construed to be a waiver of same.

17) Notices:

Any notices under this Agreement shall be made by mail or other means of written communications addressed to RTA, care of Rose M. Thomas at 1925 Passage Drive, Show Low, AZ 85901 (or such other address as provided to Client in writing) or sent via email to [rthomas@rtaanalysis.com](mailto:rthomas@rtaanalysis.com) or addressed to Client at \_\_\_\_\_ (or such other address as provided to RTA in writing) or sent via email to \_\_\_\_\_.

This Agreement has been read, accepted and executed.

_____	CLIENT:	
(Date)		
		BY: _____
		(Signature & Title)
_____	RTA Analysis, LLC	
(Date)		
		BY: _____
		(Signature & Title)