



# Application

FutureGen Capital  
1250 Connecticut Ave NW  
Suite 200  
Washington DC 20036  
P: (888)391-1525 F: (888)391-3904

This is a fill in PDF form. To complete the application, click in an area and type. For the latest version of Adobe Acrobat Reader, visit the Adobe Acrobat web site located at <http://www.adobe.com/products/acrobat/readstep2.html> and download Acrobat Reader for free.

**For Office Use Only:**  
Account Manager:

Client account number:

**An account number will be assigned by the administrator and will be mailed to you.**

## 1. Personal Information.

Mr. Ms.	Date of birth (M/D/Y)	Social Security Number / EIN (Not required for non US Citizens)										Phone ( )
Mrs. Dr.												

Legal Name (Required)

Legal Address (Required)

City, State, Zip

Mailing Address (Optional)

City, State, Zip

Cell  
( )

Occupation:

Title:

COUNTRY:

Check the appropriate box to indicate Marital Status:

Single

Married (see Consent of Spouse)

Widowed or Divorced

**Not Applicable**

Would you like to review your account online?

Would you like to receive email notifications of changes to your account?

Email address *If yes to either question, please provide your email address.*

Yes No

Yes No

## 2. How did you hear about us?

Internet Advertisement Article Television Radio Other Referred by .....

## 3. What type of account would you like to open?

Check	Account Type	Name Required
	Tax Liens	
	Trust Deeds	
	Distressed Assets	
	Multifamily	Employer Name:
	Development	Employer Name:
	Do you want to open Retirement account?	Whom With:

The Responsible Individual shall shall not continue to serve as the Responsible Individual after the Designated Beneficiary attains the age of majority pursuant to section 5.02 of the Custodial Agreement.

The Responsible Individual may may not change the beneficiary designated under this Custodial Agreement pursuant to section 6.01 of the Custodial Agreement.  
Note: The Responsible Individual may be the Depositor, but generally must be a parent or legal guardian of the Designated Beneficiary.

Minor Information:

Name:

DOB:

SSN:

Address:

Phone:



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## 4. Amount to fund? \*(For Retirement Accounts only)

Initial Contribution	*Transfer Contribution <i>Transfer from existing IRA or Employer Sponsored Plan.</i>	*Rollover Contribution <i>Take receipt of the assets for up to 60 days before reinvesting in a new retirement plan .</i>	*Direct Rollover Contribution <i>Rollover from Employer Sponsored Plan.</i>
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## 5. Who are your beneficiaries?

### Account Holder:

*I designate the following person(s) named below as my Primary and/or Contingent Beneficiaries of my plan. If the Primary or Contingent box is not checked for a beneficiary, the beneficiary will be deemed to be a Primary Beneficiary. In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal shares (or in the specified shares, as indicated). If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries who survive me in equal shares (or in the specified shares, as indicated). If any Primary or Contingent Beneficiary does not survive me, such beneficiary's interest and the interest of such beneficiary's heirs shall terminate completely, and the share for any remaining Primary or Contingent Beneficiary shall be increased on a pro rata basis. If no Primary or Contingent Beneficiary survives me, the remaining balance in the account shall be distributed in accordance with the plan provisions to my estate.*

Primary Contingent	Name:	SSN:	
	Address:	Relationship:	
	City:	State:	Zip:
	Date of Birth:	Share:	%
<i>If I named a Beneficiary which is a Trust, I understand I must supply a copy or abstract of the Trust</i>			

Primary Contingent	Name:	SSN:	
	Address:	Relationship:	
	City:	State:	Zip:
	Date of Birth:	Share:	%
<i>If I named a Beneficiary which is a Trust, I understand I must supply a copy or abstract of the Trust</i>			

Primary Contingent	Name:	SSN:	
	Address:	Relationship:	
	City:	State:	Zip:
	Date of Birth:	Share:	%
<i>If I named a Beneficiary which is a Trust, I understand I must supply a copy or abstract of the Trust</i>			

Primary Contingent	Name:	SSN:	
	Address:	Relationship:	
	City:	State:	Zip:
	Date of Birth:	Share:	%
<i>If I named a Beneficiary which is a Trust, I understand I must supply a copy or abstract of the Trust</i>			

## 6. Account Owner Signature.

**I understand that I may change or add beneficiaries at any time by completing and delivering the proper form to the Administrator.**

Signature of Participant:

Date:

## 7. Spousal Consent *(only required if your spouse is not the primary beneficiary-see note below).*

The consent of spouse must be signed only if all of the following conditions are present:

- a. Your spouse is living;
- b. Your spouse is not the sole primary beneficiary named and;
- c. You and your spouse are residents of a community property state (such as AZ, CA, ID, NV, MN, TX, WA or WI).

I am the spouse of the account holder listed above. I hereby certify that I have reviewed the *Designation of Beneficiary form* and I understand that I have a property interest in the account. I hereby acknowledge and consent to the above Designation of Beneficiary other than, or in addition to, myself as primary beneficiary. I further acknowledge that I am waiving part or all of my rights to receive benefits under this plan when my spouse dies.

Spouse Signature

Date

*(Note: Consent of the Participant's Spouse may be required in a community property or marital property state to effectively designate a beneficiary other than or in addition to the Participant's Spouse.) Disclaimer For Community and Marital Property States: The Participant's Spouse may have a property interest in the account and the right to dispose of the interest by will. Therefore, the Administrator disclaims any warranty as to the effectiveness of the Participant's beneficiary designation or as to the ownership of the account after the death of the Participant's Spouse. For additional information, please consult your legal advisor.*



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## 8. Appointment of Custodian, Investment Direction and Important Disclosures.

**Your signature is required. Please read before signing.**

The account holder shown on the front of this application must read this agreement carefully and sign and date this part. By signing this application, you acknowledge the following:

**Adequate Information.** I acknowledge that I have received a copy of the Offering or Private Placement Memorandum, Accredited Investor Statement and appropriate Financial/Fee Disclosures. I understand that the terms and conditions, which apply to this Application/Subscription, and are contained in these documents. I agree to be bound by those terms and conditions. If this is an Debit Investment, I understand that within seven (7) days from the date that I open an Account, I may revoke it without penalty by mailing or delivering a written notice to the FutureGen Capital. I understand that the shares I purchase or investment into a Debit Investment have no market value and may not be sold on the open market.

**Responsibility for Tax Consequences.** I assume all responsibility for any tax consequences and penalties that may result from purchasing shares or debit investment, transactions with, and distributions from my investment. I am authorized and of legal age to establish this Account and make investment purchases permitted under the Invest offered by FGC. I assume complete responsibility for:

- 1) Determining that I am eligible for an Account transaction that I direct an Account Manager to make on my behalf;
- 2) Insuring that all contributions I make are from fund I have earned by legal means and that none of my funds have come from illegal sources;
- 3) The tax consequences of any contribution, I certify under penalties of perjury: 1) that I have provided you with my correct Social Security or Tax I.D. Number; and 2) that I am not subject to backup withholding because: a) I am exempt from backup withholding; or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or c) the IRS has notified me that I am no longer subject to backup withholding. You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return.

Except as described above, we will not release information about you to others unless you or a representative whom you have authorized in writing have consented or asked us to do so, or we are required by law or other regulatory authority.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Until such time as I change or revoke the designation, I hereby instruct the FGC to follow the investment directions which I provide to my Account Manager in investing and reinvesting the principal and interest and/or dividends, as confirmed by direction letters to my Account Manager from the undersigned, for the above-referenced Account for which Account Manager serves as record keeper. You are authorized to accept written direction and/or verbal direction which is subsequently confirmed in writing by the authorized party, Account Manager, or by the undersigned. Written direction shall be construed so as to include facsimile signature.

The account is established for the exclusive benefit of the Account holder or his/her beneficiaries. In taking action based on this authorization FGC and my Account Manager may act solely on the written instruction, designation or representation of the Account holder. I expressly certify that I take complete responsibility for the type of investment instrument(s) with which I choose to fund my Account. I agree to release, indemnify, defend and hold the Account Manger and/or FGC harmless from any claims, including, but not limited to, actions, liabilities, losses, penalties, fines and/or third party claims, arising out of my account and/or in connection with any action taken in reliance upon my written instructions, designations and representations, or in the exercise of any right, power or duty of FGC and/or my Account Manager, its agents or assigns. FGC and/or my Account Manager may deduct from the account any amounts to which they are entitled to the reimbursement under the foregoing hold harmless provision. FGC and/or my Account Manager have no responsibility or fiduciary role whatever related to or in connection with the account in taking any action related to any purchase, sale or exchange instructed by the undersigned or the undersigned's agents, including but not limited to suitability, compliance with any

state or federal law or regulation, income or expense, or preservation of capital or income. For purposes of this paragraph, the terms FGC and/or my Account Manager include FutureGen Company, its agents, assigns, joint ventures, licensees, franchises, affiliates and/or business partners.

In the event of claims by others related to my account and/or investment wherein FGC and/or my Account Manager is named as a party, FGC and/or my Account Manager shall have the full and unequivocal right at their sole discretion to select their own attorneys to represent them in such litigation.

In executing purchases of shares or debit investment, it is understood and agreed that I will not hold FGC and/or my Account Manager liable or responsible for anything done or omitted in the administration, custody or investments.

If any provision of this Application is found to be illegal, invalid, void or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

**Important Information for Opening a New Account.** To comply with the USA PATRIOT ACT, we have adopted a Customer Identification Program. All new accounts must provide a copy of an unexpired, photo-bearing, government- issued identification (e.g., driver license or passport). The copy must be readable so we can verify the client's name, driver's license number or state issued ID number. If a copy of a valid driver's license or an unexpired state is-sued ID card cannot be obtained, we will contact the client by telephone to verify their name, address, date of birth, and social security number.

**Our Privacy Policy.** You have chosen to do business with the FGC and/or my Account Manager named on your account application. As our client, the privacy of your personal non-public information is very important. We value our customer relationships and we want you to understand the protections we provide in regard to your accounts with us.

**Information We May Collect.** We collect non-public personal information about you from the following sources to conduct business with you:

Information we receive from you on applications or other forms;

Information about your transactions with us, or others;

Non-public personal information is non-public information about you that we may obtain in connection with providing financial products or services to you. This could include information you give us from account applications, account balances, and account history.

**Information We May Share.** We do not sell or disclose any non-public information about you to anyone, except as permitted by law or as specifically authorized by you. We do not share non-public personal information with our affiliates or other providers without prior approval by you. Federal law allows us to share information with 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. If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

**Confidentiality and Security.** We restrict access to non-public 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 non-public personal information. The custodian reserves the right to revise this notice and will notify you of any changes in advance. If you have any questions regarding this policy, please contact us at the address and or telephone number listed on this application.

I acknowledge receipt of a signed Fee Disclosure and receipt of the Account Agreement and Disclosure Statement and agree to abide by their terms as currently in effect or as they may be amended from time to time. I understand that failure to submit a signed Fee Disclosure will result in fees "based on value of assets" (See "Fee Disclosures.").

I declare that I have examined this document, including accompanying information, and to the best of my knowledge and belief, it is true, correct, and complete. I acknowledge I have read the fee disclosure, the account agreement and account disclosure statement and agree to abide by their terms as currently in effect or as they may be amended from time to time. If you would like to give permission to another individual to access your account information (such as your spouse or other individual), you will need to complete the Limited Power of Attorney form or Interested Party Designation form. **PLEASE PRINT, SIGN AND MAIL THIS FORM TO YOUR FUTUREGEN CAPITAL OFFICE. DO NOT EMAIL THIS FORM AS IT CONTAINS SENSITIVE FINANCIAL INFORMATION.**

Account Owner's Signature:

Date:



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## 9. Direct deposit form.

### Direct Deposit Account Information (please check one)

Please deposit my interest payments into the account listed below from my FGC account # \_\_\_\_\_ (If this option is chosen the bank account owner must attach to the bottom of this form either a VOIDED check, if this is a checking account, or a deposit slip, if this a savings account.)

I currently receive direct deposit payments from an existing FutureGen Company investment. Please deposit all principal and interest payments for this new investment into the same account.

\_\_\_\_\_  
Bank Account Owner Name(s)

\_\_\_\_\_  
Account Number

\_\_\_ Checking \_\_\_ Savings \_\_\_ Other

\_\_\_\_\_  
Bank Routing Number (9 digits)

\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
Branch Location

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address on Account

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

### Direct Deposit Authorization

As the investor of record and authorized signatory of the account listed above, I hereby authorize FutureGen Company its affiliates, or its agents (collectively referred to hereinafter as "FGC") to deposit interest and principal payments owed to me (when due) by initiating credit entries in the account to my financial institution listed on this form. Further, I authorize my financial institution to accept and to credit any credit entries initiated by FGC to the listed account. In the event of an erroneous credit entry, I also authorize FGC to debit the account for an amount not to exceed the original amount of the erroneous credit.

This authorization is to remain in full force and effect until FGC and my financial institution have received written notice from me of its termination in such time and such manner as to afford FGC and my financial institution reasonable opportunity to act on it. In the event the listed account is closed I will promptly notify FGC of an alternate account into which payments can be made (In the event I do not notify FGC and FGC incurs a fee from their bank for the return than I am liable for any cost that FGC incurs).

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Mail this form to:**

**FutureGen Company - Client Support  
125 Town Park Drive, Suite 300, Kennesaw, GA 30144**

**ATTACH VOIDED CHECK**

**10. Accredited Investor Form.**

The undersigned ("the investor") hereby certifies to the FutureGen Capital Ltd that the Investor is an "Accredited Investor" within the meaning of Rule 501 Regulation D promulgated under Securities Act of 1933 based on the following (*Please initial one or more in the spaces provided*):

\_\_\_1. The Investor is a natural person whose individual, net worth or joint net worth with that person's spouse exceeds \$1,000,000 at the time of subscribing.

\_\_\_2. The Investor is a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same level in the current year.

\_\_\_3. The Investor is a bank as defined Section 3(a)(2) of the Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that act; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Administration Act of 1958; any plan established and maintained by a state, its political subdivisions or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; employee benefit plan within the meaning of the Employee Retirement Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self directed plan, with decisions made solely by accredited investors.

\_\_\_4. The Investor is a private business development company as defined in Section 202(a)(22) of the Investment Advisers of 1940.

\_\_\_5. The Investor is an organization described in Section 501(c)(3) of the Internal Revenue Code or a corporation, a Delaware or similar business trust, or partnership not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.

\_\_\_6. The Investor is an entity in which all of the equity owners are Accredited Investors.

\_\_\_7. The Investor is a trust with total assets in excess of \$5,000,000, not formed the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in rule 506(b)(2)(ii) promulgated under the act.

**NOTE:** If the Investor is in Accredited Investor because all of its equity owners are Accredited Investors (category 6), then information for each such equity owner showing the category which makes such owner an Accredited Investor must be furnished. The above information is true and correct in all material respects and the undersigned recognizes that FutureGen Capital Ltd is relying on the truth and accuracy of such information in determining whether to permit the Investor membership in the FutureGen Capital Ltd. **The undersigned agrees to notify FutureGen Capital Ltd promptly of any changes in the foregoing information that may occur prior to making any investment based upon Investor's membership in FutureGen Capital Ltd.**

Print Name(s) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**11. Security form.**

Account name: \_\_\_\_\_

Account number: \_\_\_\_\_

Primary's Date of Birth: \_\_\_\_\_

Primary's Social Security Number (last four digits only): \_\_\_\_\_

**Please choose ONE of the following and provide an answer.**

Security questions:

What is your mother's maiden name? \_\_\_\_\_

What is your city of birth? \_\_\_\_\_

What was the name of your elementary/primary school? \_\_\_\_\_

What was the name of your first pet? \_\_\_\_\_

This will be used when an investor calls in to retrieve their login information.

THANK YOU!