

1 GENERAL INFORMATION

Account Holder's Name <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr. _____	NuView Account Number _____
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2 EXCHANGE TYPE

Select Only One <input type="checkbox"/> Convertible Note to Common Stock <input type="checkbox"/> Secured Note to Real Estate <input type="checkbox"/> General Asset Exchange			Date of Exchange _____
Convertible Note to Common Stock Asset Exchange			
Name of Corporation _____	Issue Date of Note _____	Face Amount of Note _____	Principal Balance at Time of Exchange _____
Note Secured By _____	Conversion Share Price _____	Number of Shares Obtained _____	New Market Value of Stock _____
Secured Note to Real Estate Asset Exchange			
Face Amount of Note _____	Principal Balance at Time of Exchange _____	Percentage Ownership of Note _____	Borrower Name _____
Address _____		City, State, Zip _____	County _____
General Asset Exchange			
Name of Current Asset _____	Value of Current Asset at Time of Exchange _____	Percentage Ownership of Current Asset _____	
Name of New Asset _____	Value of New Asset at Time of Exchange _____	Percentage Ownership of New Asset _____	

3 ACKNOWLEDGEMENT

I understand that my account is self-directed and that the Administrator and Custodian will not review the merits, legitimacy, appropriateness and/or suitability of any investment in general, including, but not limited to, any investigation and/or due diligence prior to making any investment, or in connection with my account in particular. I acknowledge that I have not requested that the Administrator and/or Custodian provide, and the Administrator and/or Custodian have not provided, any advice with respect to the investment directive set forth in this Asset Exchange. I understand that it is my responsibility to conduct all due diligence, including, but not limited to, search concerning the validity of title, and all other investigation that a reasonably prudent investor would undertake prior to making any investment. I understand that neither the Administrator nor the Custodian determine whether this investment is acceptable under the Employee Retirement Income Securities Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws, including securities laws. I understand that it is my responsibility to review any investments to ensure compliance with these requirements.

I understand that neither the Administrator nor the Custodian is a "fiduciary" for my account and/or my investment as such terms are defined in the IRC, ERISA, and/or any applicable federal, state or local laws. I agree to release, indemnify, defend and hold the Administrator and/or Custodian harmless from any claims, including, but not limited to, actions, liabilities, losses, penalties, fines and/or claims by others, arising out of this Asset Exchange and/or this investment, including, but not limited to, claims that an investment is not prudent, proper, diversified or otherwise in compliance with ERISA, the IRC and/or any other applicable federal, state or local laws. In the event of claims by others related to my account and/or investment wherein Administrator and/or Custodian are named as a party, Administrator and/or Custodian shall have the full and unequivocal right at their sole discretion to select their own attorneys to represent them in such litigation and deduct from my account any amounts to pay for any costs and expenses, including, but not limited to, all attorneys' fees, and costs and internal costs (collectively "Litigation Costs"), incurred by Administrator and/or Custodian in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by Administrator and/or Custodian, on demand by Administrator and/or Custodian, I will promptly reimburse Administrator and/or Custodian the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Administrator and/or Custodian shall have the full and unequivocal right to freeze my assets, liquidate my assets, and/or initiate legal action in order to obtain full reimbursement of the Litigation Costs. I also understand and agree that the Administrator and/or Custodian will not be responsible to take any action should there be any default with regard to this investment.

I am directing you to complete this transaction as specified above. I confirm that the decision to buy this asset is in accordance with the rules of my account, and I agree to hold harmless and without liability the Administrator and/or Custodian of my account under the foregoing hold harmless provision. I understand that no one at Administrator and/or Custodian has authority to agree to anything different than my foregoing understandings of Administrator's and/or Custodian's policy. If any provision of this Asset Exchange 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. For purposes of this Buy-Direction Letter, the terms Administrator and Custodian include NuView IRA, Inc., its agents, assigns, joint ventures, licensees, franchisees, affiliates and/or business partners. 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.

Signature of Participant: _____ **Date:** _____