

**AMENDED MODIFIED PLAN OF LIQUIDATION: SUMMARY OF STEPS APS  
CLIENTS MUST TAKE TO MOVE ACCOUNT TO EQUITY TRUST COMPANY**

APS clients may transfer their IRA and 401(k) accounts to Equity Trust Company, the successor custodian, upon fulfilling the following terms and conditions:

1. Within 90 days following receipt of Notice of the Court's approval of the Amended Modified Plan of Liquidation, each APS client shall present to the Receiver a Direction Letter, in the form attached to the Amended Modified Plan of Liquidation as Appendix F requesting that their account be transferred to Equity Trust Company. Each client will also need to complete an account application with Equity Trust Company and must confirm that any and all account funds which may be held by another party, such as a loan servicer, property manager, etc., have been deposited into the account prior to transfer.

2. The APS client shall be current or pay all outstanding APS management fees. The Receiver shall be entitled to refuse to complete the transfer of an APS client's account until all outstanding fees have been paid.

3. APS clients whose investments consist solely of cash may transfer their current account balance to Equity Trust Company less the 10% loss allocation (calculated on the total account value on April 25, 2014). The Receiver will execute the APS Receiver Contingent Repayment Agreement reflecting the client's right to repayment equal to the ten percent (10%) retained by the Receiver as the client's share of the loss allocation as described in the Amended Modified Plan of Liquidation.

4. APS clients whose assets consist of cash **and** non-cash investments (and assuming there is sufficient cash available), may transfer their account to Equity Trust Company less cash equal to ten percent (10%) of the total value of the client's account as of April 25, 2014. The Receiver will execute the APS Receiver Contingent Repayment Agreement reflecting the client's right to repayment equal to the ten percent (10%) retained by the Receiver as the client's share of the loss allocation as described in the Amended Modified Plan of Liquidation.

5. In the event that the APS client does not have sufficient cash to cover the 10% loss allocation, the client may elect to either liquidate sufficient assets (when coupled with their existing cash balance) to pay the 10% loss allocation, make a contribution (if eligible) to cover the 10% loss allocation, transfer funds from another qualified IRA or 401k account, or contribute funds to their IRA, if permitted, in accordance with a Private Letter Ruling the Receiver has requested from the IRS. Upon remitting the required 10%, the APS client will be permitted to transfer the balance of their assets to Equity Trust Company. The Receiver will execute the APS Receiver Contingent Repayment Agreement reflecting the client's right to repayment equal to the ten percent (10%) retained by the Receiver as the client's share of the loss allocation as described in the Amended Modified Plan of Liquidation.

6. Clients with no liquid or insufficient liquid assets may elect to defer action until issuance of the Private Letter Ruling. However, within 30 days following notice of the issuance of the IRS PLR, APS clients who choose to delay and whose investments are held solely in non-cash assets will have the same options identified in the paragraph 5 above to generate cash

sufficient to cover the 10% loss allocation. Upon satisfying the 10% loss allocation, the APS client will be permitted to transfer the balance of their assets to Equity Trust Company. The Receiver will execute the APS Receiver Contingent Repayment Agreement reflecting the client's right to repayment equal to the ten percent (10%) retained by the Receiver as the client's share of the loss allocation as described in the Amended Modified Plan of Liquidation.

7. To the extent that the APS client elects to liquidate an asset and needs additional time to do so to minimize the loss associated with such liquidation, the Receiver shall work with the APS client to achieve the goal of minimizing the loss. All payments of the loss allocation shall be made no later than December 31, 2015.

8. Each APS client account will transfer with an account receivable due and owing from APS. This receivable will have the effect of each APS client transferring one hundred percent (100%) of their APS assets, with ten percent (10%) of the value of the client's assets carried in the form of the APS/Receiver Contingent Repayment Agreement.

9. Subject to the terms of this Amended Modified Liquidation Plan, only if there are sufficient funds recovered, will the Receiver be obligated to make payments under the terms of the APS/Receiver Contingent Repayment Agreement.

10. If there are no funds to distribute to the APS clients upon conclusion of the Receivership, the APS/Receiver Contingent Repayment Agreement shall be extinguished and recognized as a loss by each APS client equal to the amount not repaid.

11. Depending on the success of the Receiver in identifying, seizing and selling assets of the Receivership Defendants and pursuing other third-parties, the Receiver shall distribute such funds to the APS clients who complied with the terms and conditions of the Liquidation Plan in accordance with their pro rata share of the loss.