

DEED OF TRUST INVESTMENT AUTHORIZATION FORM
Asset Custody Services



SECTION 1: Account Information

Trust Company Account Number	Account Owner Name	Last 4 digits of SSN
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SECTION 2: Prohibited Transaction Questionnaire

Is borrower a disqualified person as defined by the IRS? Yes No

Will you personally benefit from this investment while it is held in your IRA? Yes No

SECTION 3: Investment Information

Name of Borrower	Property Address
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Investment Amount	Percentage of Ownership	Rate	Maturity Date (cannot exceed 5 years/60 months)*
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I have attached all required documentation (purchase agreement, title documentation, deed of trust and promissory note). Please note that at the time of purchase, all closing documentation should be titled Trust Company of America FBO (Client Name and Trust Company of America account number), PO Box 6580, Centennial CO 80155-6580, and sent to Trust Company of America. Trust Company of America will sign the purchase agreement and closing documentation on your behalf. Trust Company of America will return any documentation not properly titled, unsigned, to the title company.

SECTION 4: Payment Instructions

Pay by check Overnight Check

Name of Payee	Mailing Address
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Pay by wire

Bank Name	Name on Bank Account
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ABA (Routing) Number	Account Number
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SECTION 5: Deed of Trust Servicing Indemnification

Name of Servicing Agent	Servicing Agent Address	Servicing Agent Phone Number
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Name of Title Company	Title Company Phone Number
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I understand the duties of a servicing agent include, but are not limited to, the following:

- Collections of payments for remittal to Trust Company of America or to be held by the servicing agent on the IRA's behalf
- Detailed accounting, including principal and interest breakdown
- Minimum of annual statements to Trust Company of America showing payments if being held at the servicing agent
- Preparation and filing Form 1098 to send to the borrower for tax purposes
- Handling of foreclosure and any legal proceedings, if necessary
- Preparation and completion of all necessary paperwork for modifications, payoffs, conveyances, assignments and transfers
- Recording of notes and/or deeds with the county or state
- Full appraisal (not a BPO) by an independent third-party upon request by Trust Company of America

I understand Trust Company of America (TCA) will not provide services listed above. I agree that through the life of my investment I will employ a servicing agent. **If I employ a servicing agent with whom I am associated, I attest that I am not personally receiving any benefits or compensation which would be deemed a prohibited transaction. If payments are being held at the servicing agent, I attest that funds are being handled in such a manner so as not to create a prohibited transaction.**

I hereby agree and understand that the following items listed below, but not limited to, must be paid by the person or entity on deed, directly from my IRA account or by my servicing agent. If these items are paid by any other entity, a Prohibited Transaction may have occurred per IRS Publication 590. I have read and understand the instructions section of this form which discusses prohibited transactions. I hereby agree to indemnify and hold harmless TCA from any claim, controversy, or dispute arising out of any of the transactions which may or may not have occurred on behalf of my account

- Property Tax Payment
- Utility, Repair, Contractor, Property Management and Insurance Bills
- Homeowner's Association Fees (HOA)

I understand that property secured by a deed of trust needs to be adequately insured, and that I choose to accept any risk if not adequately insured.

I recognize that servicing, tax filing, managing and annual valuations (upon request) are the responsibility of the servicing agent and are not services provided by TCA. I agree that I will direct the servicing agent to send all funds generated from this investment to my TCA account or to hold the funds on the IRA's behalf. I will forward any funds received directly by me to my TCA account or to the servicing agent for deposit. I understand that I will be responsible for any actions related to, and costs associated with, any legal proceedings that are initiated for this investment. I am aware that TCA is obligated to report the most recent valuation. I am aware that TCA's role is strictly that of a custodian for my account; and that they bear no responsibility to forward to me any notices, or other legal documents that would relate to this investment. Items may be forwarded to me. I understand that TCA may review the asset and if no valuations (upon TCA request) and/or statements of asset activity have been received, if payments do not correspond with the amortization schedule or if a prohibited transaction has occurred, TCA may resign as custodian of the asset. Resignation entails distribution of the asset, resulting in a taxable event to me in the year the distribution was made. By execution of this document, the powers of administration and management, the owner of the plan account is the sole fiduciary of the account within the meaning of Code Section 7701(a)(6).

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SECTION 6: Signature

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ AND AGREE TO ALL SECTIONS OF THIS FORM AND THE INVESTMENT DISCLOSURE. I ACKNOWLEDGE THAT I UNDERSTAND AND AGREE TO ALL TERMS AND CONDITIONS INCLUDED IN THIS DEED OF TRUST INVESTMENT AUTHORIZATION FORM.

Signature	Date
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Printed Name

Return your completed form as instructed by Trust Company of America. Questions regarding this form should be directed to Client Services at 1-800-223-4133 Option 2.

- END OF FORM -

GENERAL INSTRUCTIONS

Use these instructions to complete the Deed of Trust Investment Authorization form.

Purpose of this form: This form is required for a purchase of a Deed of Trust. If you are acting as a lender and payments will be made directly to you or your servicing agent, who will remit the funds to Trust Company of America, use this form. If you are acting as an investor in an entity (Limited Partnership or Limited Liability Corporation) who is acting as the lender, then use the Alternative Asset Investment Authorization form. Investment authorization forms for other asset types can be found at ira.trustamerica.com or by calling 800-223-4133, option 2.

You must **complete all required fields and provide all required additional forms and documentation** to expedite processing and to avoid requests for additional information which may delay processing your request.

Print or type all entries. Print clearly in all CAPITAL LETTERS to complete this form.

Section 1: Account Information

Provide the TCA account number, account owner name and the last four digits of the account owner's social security number, exactly as it appears on your TCA account.

Section 2: Prohibited Transaction Questionnaire

Complete all questions listed.

Section 3: Investment Information

Provide all required information requested, including a purchase agreement, title documentation, deed of trust and promissory note. Any exclusion may delay processing of your request.

Section 4: Payment Instructions

Please select check, overnight check or wire, and provide all required information requested.

Section 5: Deed of Trust Servicing Indemnification

Provide the name, address and phone number of the servicing agent. Provide the name and phone number of the title company.

Section 6: Signature

Read section 6, sign and date the form.

Please refer to the following Definitions when completing this form.

Prohibited Transactions: A prohibited transaction can occur between you and a disqualified person.

Disqualified Person:

- Yourself
- Your lineal ascendants (parents, grandparents, etc.) and lineal descendants (children, grandchildren, etc.)
- Your spouse and your spouse's lineal ascendants and descendants
- Any entity for which any disqualified party owns 50% or more
- A fiduciary (attorney, CPA, Registered Investment Advisor (RIA), Certified Financial Planner (CPA) etc.

The term 'prohibited transaction' includes any direct or indirect issues from the following list:

- Sale, exchange, or leasing of any property between your IRA account and a disqualified person
- Lending of money or other extension of credit between your IRA account and a disqualified person
- Furnishing goods, services, or facilities between your IRA account and a disqualified person
- Transfer or use of the income or assets of your IRA account by or for the benefit of a disqualified person
- An act by a disqualified person who is a fiduciary whereby the fiduciary deals with the income or the assets of your IRA account in his own interest or for his own account.
- Receipt of any consideration by a disqualified person, who is a fiduciary from any party dealing with your IRA account, in connection with a transaction involving the income or assets of your IRA account.

Examples include but are not limited to:

- You cannot loan money from your IRA account to your child
- You may not stay in a vacation property that is owned by your IRA account
- You cannot pay yourself directly any income from profits generated from the rental property held by your IRA account. The money must be deposited in the IRA account.

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For more information regarding Prohibited Transactions, please refer to Publication 590, which can be found on www.IRS.gov.

INVESTMENT DISCLOSURE

I direct Trust Company of America (TCA) to execute this request. I understand that TCA may rely on written funding instructions provided by myself. I hereby make the following certifications:

1. I have received, read, and understood all of the offering documentation as it pertains to the purchase of this investment and that I furthermore meet any and all suitability, and other requirements of the offering both declared and implied. Additionally, I have reviewed this material with my financial or legal representative to ensure that my participation in this investment does not involve any self-dealing activity, as described in Section 4975 of the Internal Revenue Code or Section 406 of the Employee Retirement Income Security Act of 1974, as amended (ERISA). To the extent that any such self-dealing may otherwise be involved, this investment transaction is the subject of a specific statutory exemption or administrative exemption. I recognize that TCA will not verify if my investment is acceptable under ERISA, IRS code or any other applicable Federal, State, or local laws including but not limited to security laws. I also understand that although TCA may accept an investment or purchase of an investment on my behalf, that this in no way implies disclosure of opinion on behalf of TCA. I acknowledge that I have sole responsibility for directing the investment of my account, and the administrative review.
2. That my TCA account contains sufficient liquid funds to purchase the investment. I am aware of the fact that if this investment should contain a provision for future contractual payments or assessments, I acknowledge that such payment shall be borne solely by the Account to the extent authorized by me, and may reduce or exhaust the value of my entire Account. I further agree to indemnify and hold harmless TCA for any and all payments or assessments which may result from holding the investment within the Account and further agree that TCA shall be under no obligation whatsoever to extend credit to the account or otherwise disburse payment beyond the cash balance of the account for any payment or assessment in my account balance that would be necessary to meet such additional funding requirements. I am aware of the administrative and annual fees associated with my accounts and its holdings with TCA. I furthermore am aware of my obligation to ensure that these fees are resolved in a reasonable and timely manner. I also am aware that regardless of the return or performance of my investment I am obligated to settle all outstanding fees owed to TCA on my behalf and recognize their right to seize or liquidate any of my holding to meet these obligations. I am aware that I may not be able to meet a required minimum distribution (RMD) if the investment is or becomes illiquid and I agree to indemnify and hold harmless TCA from any penalty for failure to meet an RMD.
3. I understand that my account with TCA is self-directed and that it is my responsibility to review any investments to ensure compliance with above requirements and to avoid the occurrence of any prohibited transactions in my account arising out of my investments. I acknowledge that TCA is a nondiscretionary custodian, is not a fiduciary of my account, does not have sufficient knowledge of the required information to prepare and file Form 990-T and has no responsibility for the preparation or filing of any return, including Form 990-T that may have to be filed with respect to the account under Code 6012 nor any penalties or interest related to filing of Form 990-T. I also understand and agree that TCA will not be responsible to take any action should there be any default with regard to the investment. I recognize TCA's right to terminate their affiliation with this investment or with the duties affiliated with acting as the custodian of my account for any reason and at any time without due notice. I agree to indemnify and hold harmless TCA from any claims that this investment is not prudent, proper, diversified, or otherwise in compliance with the Internal Revenue Code or ERISA, or any other applicable Federal, State, or local laws.
4. I am aware of and accept the fact that Colorado State law provides that TCA shall not be responsible for any loss resulting from making or retention of any investment pursuant to direction. I understand that the investment is not FDIC insured and may lose value. I agree that any claim or dispute arising out of or in any way related to an investment shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Any such arbitration proceedings or court suits, if allowed, shall be held in the County of Arapahoe, State of Colorado, and judgment upon any reward may be entered in any court having jurisdiction.