

**PROMISSORY NOTE INVESTMENT AUTHORIZATION FORM**  
Asset Custody Services



**SECTION 1: Account Information**

Trust Company Account Number	Account Owner Name	Last 4 digits of SSN
------------------------------	--------------------	----------------------

**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**

New or additional purchase  New  Additional

Name of Borrower	Borrower's Address
------------------	--------------------

Borrower's Phone Number	Borrower's Email Address
-------------------------	--------------------------

Investment Amount	Interest Rate	Maturity Date (cannot be more than 5 years in the future)
-------------------	---------------	---

Payment schedule:  Monthly  Quarterly      Payment breakdown:  Principal and Interest  Interest only

I have attached the original promissory note, containing all required information as outlined in the General Instructions for Section 3: Investment Information, as well as the applicable amortization schedule

**SECTION 4: Payment Instructions**

Pay by check       Overnight Check

Name of Payee	Mailing Address
---------------	-----------------

Pay by wire

Bank Name	Name on Bank Account
-----------	----------------------

ABA (Routing) Number	Account Number
----------------------	----------------



**PROMISSORY NOTE INVESTMENT AUTHORIZATION FORM**  
Asset Custody Services



**SECTION 5: Promissory Note Servicing Indemnification**

Name of Servicing Agent	Address	Phone Number
-------------------------	---------	--------------

I understand the duties of a servicing agent include, but are not limited to, the following:

- Collections of payments and remittal to Trust Company of America
- Detailed accounting
- Handling of any legal proceedings, if necessary

I understand Trust Company of America (TCA) will not provide services listed above. I agree that through the life of my investment I will either employ a servicing agent or if I elect not to use a servicing agent, I will perform said services on behalf of my account. **If I employ a servicing agent with whom I am associated or I serve as the servicing agent, I attest that I am not personally receiving any benefits or compensation which would be deemed a prohibited transaction. If I am acting as my own servicing agent, I attest that funds are being handled in such a manner so as not to create a prohibited transaction.**

I recognize that servicing this promissory note is 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 and I will forward any funds received directly by me to the account 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 (this is done without regard to the age of the 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 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).

**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 PROMISSORY NOTE INVESTMENT AUTHORIZATION FORM.**

Signature	Date
-----------	------

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 Promissory Note Investment Authorization form.

**Purpose of this form:** This form is required for a purchase of a promissory note. Investment authorization forms for other asset types can be found at [ira.trustamerica.com](http://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**

Please include an amortization schedule and the original promissory note, which will be held for safekeeping in our vault. Trust Company of America requires the following information be included on the promissory note:

- Titled Trust Company of America FBO (Client Name and Trust Company of America account number), PO Box 6580, Centennial CO 80155-6580
- Name and address of the borrower
- The maturity date (must be an exact date and cannot exceed 5 years/60 months)
- The interest rate
- Must state that at least interest payments are to be made with a minimum frequency of quarterly
- Cannot contain an auto roll provision (if the note is not paid off upon maturity, a brand new original note must be submitted to TCA)
- Must contain both the client-lender's and the borrower's original/wet signatures

### **Section 4: Payment Instructions**

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

### **Section 5: Promissory Note Servicing Indemnification**

Provide the name, address and phone number of the servicing agent. If you are acting as the servicing agent, you can enter "self" as the servicing agent name.

### **Section 6: Signature**

Read section 6, sign and date the form.

**Please refer to the following Definitions when completing this form.**

**Controlling Interest:** Controlling interest is considered as being enabled to make production, financial, or legal decisions on behalf of the company or investment or its representatives; or: directly /indirectly owning, controlling, or holding with power to vote, five (5) percent or more of the outstanding voting securities.

**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

# PROMISSORY NOTE INVESTMENT AUTHORIZATION FORM

## Asset Custody Services



- 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.

For more information regarding Prohibited Transactions, please refer to Publication 590, which can be found on [www.IRS.gov](http://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.