

THE FINE PRINT

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| August 14, 2009 | Approved by the Board of Directors | R2009-04 |
| Describes Edmund & Wheeler, Inc. Policies and Procedures and references supporting pertinent documents and materials. | | |

1.) Insurance

EWI maintains **Errors & Omissions** of \$250,000 with Underwriters at Lloyds of London. Evidence of Insurance is available upon request, or by downloading the document at www.section1031.com/fineprint.

2.) Investment Standards

Edmund & Wheeler, Inc., as Qualified Intermediary, acts as a custodian for exchange funds, including money, property or other instruments. EWI meets the "prudent investor standard" in the investment of funds with the main focus on the preservation of principal and liquidity. Funds are not co-mingled with any other client or with operating accounts. Each client has an individual account at a well capitalized, FDIC insured bank. An internal Client Funds Policy was adopted by the Board of Directors on December 7, 2007 and guides the control of client funds; dual control is the backbone of the internal policy, policy is attached and is linked by clicking here on the EWI Website. The policy was updated on October 1, 2008 to reflect the adoption of Section 1.468B regarding the payment of interest. A complete accounting of each exchange transaction is provided to each client at the conclusion of their exchange, including, but not limited to copies of the actual bank statements reflecting the transactions to their exchange account. It should be noted that Edmund & Wheeler, Inc. employs the use of "qualified escrow accounts" as those terms are defined under Treasury Regulation 1.1031(k)-1(g)(3).

3.) Prohibited Acts

Edmund & Wheeler, Inc. believes in the ethical administration of its affairs and relationships with its clients. A Privacy Policy was first adopted in 2004 to assure clients that their confidential information is not shared with any outside party, policy is attached and is linked by clicking here on the EWI Website. It does not misrepresent any matters regarding Section 1031 or participate in any discussions that could mislead any client.

4.) Change of Ownership

In the event of a change of ownership of Edmund & Wheeler, Inc. by more than 50% of the assets or ownership interest, all clients with open exchanges will be notified. That notification shall be provided within 10 business days of the effective date of the change in control by hand delivery, facsimile, electronic mail, overnight mail, or first-class mail, and will be posted on our web site, www.section1031.com for at least 90 days following the change in control. Such notification will set forth the name, address and other contact information of the transferees.

Notes:

1.1031(k)-1(g)(3)

(3) QUALIFIED ESCROW ACCOUNTS AND QUALIFIED TRUSTS. (i) In the case of a deferred exchange, the determination of whether the taxpayer is in actual or constructive receipt of money or other property before the taxpayer actually receives like-kind replacement property will be made without regard to the fact that the obligation of the taxpayer's transferee to transfer the replacement property to the taxpayer is or may be secured by cash or a cash equivalent if the cash or cash equivalent is held in a qualified escrow account or in a qualified trust. (ii) A qualified escrow account is an escrow account wherein-- (A) The escrow holder is not the taxpayer or a disqualified person (as defined in paragraph (k) of this section), and (B) The escrow agreement expressly limits the taxpayer's rights to receive, pledge, borrow, or otherwise obtain the benefits of the cash or cash equivalent held in the escrow account as provided in paragraph (g)(6) of this section. (iii) A qualified trust is a trust wherein-- (A) The trustee is not the taxpayer or a disqualified person (as defined in paragraph (k) of this section, except that for this purpose the relationship between the taxpayer and the trustee created by the qualified trust will not be considered a relationship under section 267(b)), and (B) The trust agreement expressly limits the taxpayer's rights to receive, pledge, borrow, or otherwise obtain the benefits of the cash or cash equivalent held by the trustee as provided in paragraph (g)(6) of this section. (iv) Paragraph (g)(3)(i) of this section ceases to apply at the time the taxpayer has an immediate ability or unrestricted right to receive, pledge, borrow, or otherwise obtain the benefits of the cash or cash equivalent held in the qualified

escrow account or qualified trust. Rights conferred upon the taxpayer under state law to terminate or dismiss the escrow holder of a qualified escrow account or the trustee of a qualified trust are disregarded for this purpose. (v) A taxpayer may receive money or other property directly from a party to the exchange, but not from a qualified escrow account or a qualified trust, without affecting the application of paragraph (g)(3)(i) of this section.

California Law Effective January 1, 2009 – See attached Document or by clicking [here](#) on the EWI Website.