



Sell Direction Letter Real Estate Notes

PO Box 9
Cedar City, UT 84721
Phone: 888-328-8008
Fax: 435-867-1042

Part 1 Account Owner Information

NAME (as it appears in your plan)	IRA EXPRESS ACCOUNT NUMBER	ACCOUNT TYPE
EMAIL ADDRESS		PHONE NUMBER

Part 2 Entity Responsible for Closing the Transaction

Escrow Company / Title Company / Attorney

COMPANY NAME		CONTACT NAME	
PHONE	FAX	CONTACT EMAIL ADDRESS	
EXPECTED CLOSING DATE		FILE OR ESCROW NUMBER	

Part 3 Investment Information

BORROWER'S NAME(S)			
PROPERTY ADDRESS	CITY	STATE	ZIP CODE
PARCEL NUMBER OR LOT/BLOCK NUMBER		INDICATE PERCENTAGE OF OWNERSHIP OF THIS NOTE: %	
WILL THERE BE A REPLACEMENT? ☐ YES ☐ NO <i>A replacement occurs when a note defaults and is exchanged for another asset. If there is a replacement please complete the appropriate Buy Direction Letter along with this form.</i>			

Part 4 Buyer Information

Buyer Name(s)

Part 5 Type of Sale (select one)

☐ FULL SATISFACTION OF NOTE	
CONTRACT SALE PRICE \$	APPROXIMATE CASH TO BE RECEIVED \$
☐ PARTIAL SATISFACTION OF NOTE If you choose this option, only the value of the asset and percentage of ownership will be adjusted. The asset will NOT be removed from your account until the full sale of the asset occurs.	
CONTRACT SALE PRICE \$	APPROXIMATE CASH TO BE RECEIVED \$
NEW ASSET VALUE \$	INDICATE NEW PERCENTAGE OF OWNERSHIP %

Part 6 Receipt of Proceeds From Sale of Asset

How would you like your IRA to receive the proceeds from the sale of this asset? (Please select one of the options below)

☐ WIRE ☐ CHECK
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Part 7 Payment of Fees

How would you like to pay your fees?

☐ Please deduct fees from my IRA Express account. ☐ A check is enclosed. ☐ Please charge my credit card according to the information below.

All fees are due at time of transaction. If no indication is made, fees will be deducted from your un-directed cash balance. Your transaction will not be processed unless sufficient funds are available.

Credit Card Information

CARD TYPE (choose one): ☐ VISA ☐ MASTER CARD ☐ AMERICAN EXPRESS ☐ DISCOVER

NAME AS IT APPEARS ON YOUR CARD

CARD NUMBER

SECURITY CODE

EXPIRATION DATE

BILLING ADDRESS

CITY, STATE, ZIP

By signing below, you authorize your credit card to be charged for the option(s) chosen above. Your request will be processed upon receipt of this form. You understand that inaccurate or incomplete credit card information or charges declined by the credit card issuer will delay the processing of the account transaction. Future changes to the option made above must be submitted in writing.

SIGNATURE

DATE

Part 8 Investment Acknowledgement

Prior to the completion of the sell, all investment documents must be notated "read and approved" with your signature and date. (For example: closing documents)

I understand that my account is self-directed and that the Administrator or Custodian do 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 selling 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 Sell Direction Letter. 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 selling 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 Sell Direction Letter 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 sell 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 Sell Direction Letter 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 Sell-Direction Letter, the terms Administrator and Custodian include IRA Express, Inc., its agents, assigns, joint ventures, affiliates and/or business associates. 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.

I have read and understand the disclosure above.

SIGNATURE

DATE