

**IBC TRUST SERVICE**

A division of International Bank of Chicago  
 5069 N. Broadway, Chicago, IL 60640 Tel: (773) 769-2899 Fax: (773) 769-2686



## Sell Direction Letter (Real Estate)

**Note – Indicate whether**  is the original  is the original faxed on date: \_\_\_\_\_ / time: \_\_\_\_\_ to FAX number \_\_\_\_\_  
**this direction letter:**  
 supersedes the direction letter mailed or faxed on date: \_\_\_\_\_ / time: \_\_\_\_\_

**1. Administrator: IBC TRUST SERVICE**

The name of the company that performs record keeping and administration of your plan on behalf of custodian named in IRS form 5305.

**2. Name** (as it appears on your account application)

**3. Your Account Number**

**I hereby authorize** and direct the administrator and/or custodian, trustee or assigns, to **SELL** the following asset for my account:

<b>4. Property Address</b> (The physical address of the property to be sold)		<b>5. State</b>	<b>6. A.P.N. #</b> (Assessor's Parcel Number)  <small>Parcel number used by many tax assessors. If used, it must agree with documents which we will sign on your IRA's behalf (If unavailable go to 7.)</small>
<b>7. Buyer Name</b>	<b>8. Telephone Number</b>	<b>9. Buyer Taxpayer ID</b>	
<b>10. Address</b>		<b>11. Contract Sales Price:</b>  Please state the sales price of the property. If this changes please send an addendum.	
<b>12. Is there a Carry-Back Note?</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>YES</b> (If YES, Please complete a BUY DIRECTION LETTER For Real Estate Notes) If you are going to finance all or part of this sale with your plan funds, a "Carry-back" note is involved, in which case that note becomes a part of your portfolio			
<b>13. Transaction Fees to be paid by:</b> (e.g., Sale Fee, Wire Transfer, Overnight Courier) The fees that apply to completing this transaction. If no indication is made, fees will be deducted from your uninvested cash balance if available. <input type="checkbox"/> <b>Your Account</b> <input type="checkbox"/> <b>Check Enclosed</b> <b>Fees for asset sales must be paid at the time of the transaction.</b>			
<b>14. Escrow/Title Co./Attorney(s)</b> If you are using different entities, please include all names as appropriate.	<b>15. Contact(s)</b> The contact(s) at the entity(ies) shown in #14.	<b>16. Telephone Number(s)</b> Telephone number(s) of contact(s) at the entity(ies) shown in #14.	
<b>17. Special Instructions:</b>			

**I understand that my account is self-directed and that IBC TRUST SERVICE ("Administrator") and/or International Bank and Trust ("Custodian") will 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' 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 The IBC, its agents, assigns, joint ventures, licensees, franchises, affiliates and/or business partners.

**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.**

**18. Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please read the disclosure above the signature line before signing and dating.