



# SELL DIRECTION LETTER (REAL ESTATE)

Sale of real estate asset

13905 W. Wainwright Dr.  
Boise, ID 83713  
Phone: (866) 377-3311  
Fax: (208) 376-4567

### PARTICIPANT INFORMATION

Participant's Name: \_\_\_\_\_ Account No.: \_\_\_\_\_

Address: \_\_\_\_\_

Last 4 Digits SSN: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Phone: \_\_\_\_\_

### TRANSACTION DETAILS

Property Address:

Closing Agent (Name/Phone#/Email):

Buyer Name:

Contract Sales Price:

Is there a Carry-Back Note? (If YES, please complete a Direction of Investment Form - Promissory Note) **YES NO**

Special Instructions:

I understand that my account is self-directed and that the Administrator and 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 set forth in this document. 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 making 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 Note Payoff Confirmation 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 unequivocal right at their sole discretion to select their own attorneys to represent them in such a litigation and deduct from my account any amounts to pay for 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 document, the terms Administrator and/or Custodian include Mountain West IRA, Inc., 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.

**Transactions with insufficient funds will not be processed until sufficient funds are received. If fees are being deducted from your account, the full amount of the transaction plus fees must be available before you transaction can be processed.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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