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## REAL ESTATE SALE DIRECTION

This Real Estate Sale Direction shall be used by an account owner ("Account Owner") to direct Millennium Trust Company, LLC, as custodian ("Millennium") with respect to the sale of real property ("Property") held in the Account Owner's self-directed IRA, other retirement or custodial account ("Account"). A separate Real Estate Sale Direction is required for each Property and sale. Only Millennium may execute the Contract for Sale for Property held in the Account.

Each Contract for Sale must be reviewed by Millennium before the contract can be executed. Once the required documents for the sale are received and in good order, the review will take 2 to 5 business days. Upon request, a contract may be expedited for an additional fee.

Please print after completion. For assistance with this application, please contact a Client Service Specialist at 800.618.6177. (Hours: Monday - Friday, 8:00 am to 4:30 pm Central time.)

### A Account Owner Information

Please enter full name. ▶ Account Owner's Name:

Millennium Account No:

Daytime Phone No.:

E-mail Address:

### B Sale Information

The Contract for Sale must be in the name of ALL sellers and include the percentage of ownership interest for EACH. An authorized signer from Millennium will sign the Contract for Sale as the seller on behalf of your Millennium Account. The offer is not binding until signed by Millennium, as directed by the Account Owner and must identify the seller(s) as follows according to the current deed:

Account types include:  
 Traditional IRA, Roth IRA, SEP IRA, Solo 401(k) Plan, etc.

- **Single Seller** - "Millennium Trust Co., LLC, Custodian FBO: (Account Owner name) (account type)."
- **Multiple Sellers** - "Millennium Trust Co., LLC, Custodian FBO: (1st Account Owner name) (account type) (percentage interest), (2nd and subsequent Account Owner/other purchaser name) (account type) (percentage interest)."

Contract Sale Price:

Estimated Closing Date:

Closing Agent Name:

Title:

E-Mail Address:

Phone No:

**Note:** Please initial the bottom of each page of the contract and sign the last page as "Read and Agreed (Account Owner's signature)" and submit to Millennium.

### C Property Information

Property Address:

City:

County:

State:

Zip:

Property Tax PIN:

*Please continue to page two to complete this form.*



**D Payment Instructions**

Please ensure all proceeds are sent according to the instructions below.

Wire funds to:

MB Financial Bank, N.A.  
 800 West Madison St.  
 Chicago, IL 60607  
 ABA#: 071001737  
 Credit Acct#: 69176019  
 Acct Name: Millennium Trust Company  
 For Further Credit: (*Client Name*)  
 Millennium Acct#: (*Client's Millennium Acct. Number*)

**E Delivery Instructions for Documentation**

Millennium will deliver all applicable documentation for any purchase directed hereunder via First Class United States Mail, postage prepaid, at the expense of my Account, unless overnight delivery is selected below. Millennium shall have no liability or responsibility for the failure of the U.S. Postal Service or any third party courier to deliver documents in a timely manner.

Additional fees will apply for overnight delivery unless charged to a third party account.

►  **Overnight Delivery.** (Cannot be sent to a P.O. Box.)

Charge to a third party account number:

Carrier's Name:

Name on Carrier's Account:

**F Account Owner's Acknowledgement, Representations, Warranties, and Indemnification**

I direct Millennium Trust Company, LLC, as Custodian, to execute the sale of the above described Property in my Account. I hereby agree to the terms below and acknowledge, agree, represent and warrant to Millennium as follows:

1. Documentation. I have reviewed, approved and am satisfied with all of the terms and conditions of the documentation related to the sale of the Property. I have initialed each page of the Contract for Sale and other related documents and have signed as "Read and Agreed" on the last page of such documents;
2. No Advice. I acknowledge and agree that Millennium has not evaluated or performed any due diligence on my behalf with respect to the sale of the Property and I further acknowledge that I have not received any investment advice from Millennium in connection with any transaction;
3. No Prohibited Transactions. If my Account is an IRA or other retirement account, I acknowledge and agree that certain transactions are prohibited transactions under Internal Revenue Code Section 4975 and ERISA. I further understand that the determination of whether the transaction directed hereby is a prohibited transaction or "party in interest" transaction depends on the facts and circumstances surrounding the sale and use of the Property (if applicable). I represent and warrant that: (i) the purchaser nor any affiliate thereof is a "disqualified person" as defined in Section 4975(e) (2) of the Internal Revenue Code; and (ii) I have determined among other things, that the sale of this asset does not constitute a prohibited transaction as defined in Internal Revenue Code Section 4975 or a "party of interest" transaction (as defined in Section 3(14) of ERISA). Furthermore, neither I, nor any member of my immediate family, are affiliated with the transaction directed above, the rental or use of the Property and that I or any entity I am associated with, is not benefiting personally. I understand that if in fact that was the case, that the transaction may be considered a prohibited transaction;
4. No Duty to Litigate. I acknowledge and agree that Millennium shall have no duty to initiate or defend any litigation or administrative proceeding with respect to a Property unless it is indemnified to its satisfaction. Millennium shall not be individually liable for any cost or expense incurred with respect to any such litigation. Once indemnified to its satisfaction, Millennium agrees to cooperate with Account Owner and legal counsel by executing all documentation reasonably required in connection with such litigation. All such documentation shall be executed by Millennium solely in its capacity as custodian and not individually. It shall be my sole responsibility, at the expense of my Account, to obtain legal or other necessary services in connection therewith;
5. Limited Power of Attorney. To ensure that the documentation for my Account properly reflects Millennium as custodian for the benefit of my Account, I authorize and direct Millennium, in its discretion, to execute any and all documents necessary to execute the transaction directed hereunder and further, for that purpose only, to cooperate with the listed closing agent, release funds as necessary to complete the transaction per my direction, and make any and all changes and/or corrections, necessary or desirable to any documents I may have previously completed and/or executed. To the extent necessary, this authorization shall be considered and function as a limited power of attorney in favor of Millennium;

***Please continue to page three to complete this form.***

**F Account Owner's Acknowledgement, Representations, Warranties, and Indemnification**

- 6. *Continuing Nature of Acknowledgments, Agreements, Representations and Warranties.* I will immediately notify Millennium in the event of any of the foregoing representations and/or warranties are no longer true; and
- 7. *Indemnification.* In consideration of Millennium's execution of the direction contained herein, and other valuable consideration, the sufficiency of which is hereby acknowledged, Account Owner agrees to indemnify and hold Millennium, its directors, officers, employees and agents, harmless from and against any and all losses, costs, suits, actions, liabilities, damages and expenses of any character, type or description, including reasonable attorney's fees and disbursements of counsel, resulting from or arising out of: (i) Millennium's execution of the direction contained herein; and (ii) any past, present or future violation of any federal, state or local environmental law concerning the Property. Account Owner's indemnification obligations under this or any other provision of this document shall survive the termination of the Account.

**G Account Owner's Acknowledgement & Signature**

The undersigned Account Owner agrees to the terms, conditions, and requirements contained herein and confirms the acknowledgments, agreements, representations, warranties and indemnities made in Section F and its subparagraphs 1-7, inclusive.

Please sign and date to authorize as Account Owner.

▶ Account Owner's Signature: \_\_\_\_\_

Date: