

# SELL DIRECTION LETTER



NEXT GENERATION SERVICES, LLC, 75 LIVINGSTON AVE. STE. 304, ROSELAND, NJ 07068 | P: (973) 533-1880 \* F: (973) 533-1088

## INSTRUCTIONS:

Complete this form if you would like to instruct us to sell an asset from within your retirement account. You will also need to attach corresponding supporting documents if applicable. Please complete all sections of the General Asset Information, and complete section A, B, or C, depending on your asset type. You may fax or email this form to our office. **Please contact our office to review all requirements for your sale.**

## PERSONAL INFORMATION:

1. Account Holder Name \_\_\_\_\_ 2. Account Number \_\_\_\_\_  
3. Contact Information for Closing Agent (By providing this information, you are authorizing us to speak with this person in order to coordinate your investment.)

I hereby authorize and direct the Custodian and/or Administrator to SELL/LIQUIDATE the following asset from my account:

4. Asset name, description or property address. (Describe the asset here. Provide the full physical address for real estate and mortgages. For other assets, please describe.)

5. Fees to be paid by:

- Deduct from Account  
 Check  
 Credit Card (Please attach credit card authorization.)

6. Your account will receive:

- Check  
 Wire  
 Other Asset in Exchange (Please attach Buy Direction Letter and supporting documents.)

7. CUSIP: \_\_\_\_\_

## SPECIAL INSTRUCTIONS:

### COMPLETE ONE OF THE FOLLOWING SECTIONS:

#### A. SELL REAL ESTATE ASSET Complete this section to direct the sale of a real estate asset.

Property Description, A.P.N. #/SBL/Legal Description:

Total Contract Price (excluding closing costs): \$ \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_ %

Funding Amount: \$ \_\_\_\_\_  
(The amount due to your account. This may be net of closing costs.)

Is there a carry back note due to seller financing?

Yes\*  No

\*If yes, please complete a Buy Direction Letter for notes. If you are going to finance all or part of the sale with plan funds, a carry back note is involved, which is considered a separate asset.

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**B. SALE/PAYOFF OF NOTES/MORTGAGES:**

Face Value of Note: \_\_\_\_\_ Current Principal Value of Note: \_\_\_\_\_ Payoff Amount: (May include interest accrued)  
 \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Discharge/Payoff of note required?  Yes\*  No \*If Yes, please attach supporting document(s).

Original note to be returned?  Yes\*  No \*If Yes, please provide address in special instructions.

**C. SALE OF OTHER INVESTMENTS:**

Requested Partial Liquidation Amount \$ _____	Amount of Value Leaving Asset \$ _____ <small>*For Asset Exchanges Only*</small>	Total Liquidation Amount \$ _____
<b>Is any amount being held back (i.e. final auditing)?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, how much</b> _____		

**D. SIGNATURE:** Please read the entire disclosure before signing and dating.

*I understand that my account is self-directed and that the Custodian/Administrator named in the disclosure statement received when the account was established 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 making any investment, or in connection with my account in particular. I acknowledge that neither Custodian nor Administrator endorse, approve or recommend any companies, products, services or investments. I acknowledge that I have not requested that the Custodian and/or Administrator provide, and the Custodian and/or Administrator 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 making any investment. I understand that neither the Custodian nor the Administrator determine whether this investment is acceptable under the Employee Retirement Income Securities Act (ERISA), the Internal Revenue Code (IRC), Securities Laws, or any applicable federal, state, or local laws, including securities laws. I understand that if the services of Custodian and/or Administrator were marketed, suggested or otherwise recommended by any person or entity, such as a financial representative or investment promoter, such persons or entities are not in any way agents, employees, representatives, affiliates, partners, consultants, subsidiaries of Custodian and/or Administrator. I acknowledge that neither Custodian nor Administrator is responsible for or bound by any statements, representations, warranties or agreements made by any such person or entity. I understand that it is my responsibility to review any investments to ensure compliance with these requirements, including but not limited to whether my investment is a security requiring registration under the Blue Sky Laws or applicable Securities Laws.*

*I understand that neither the Custodian nor the Administrator 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 Custodian and/or Administrator 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 Custodian and/or Administrator are named as a party, Custodian and/or Administrator 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 Custodian and/or Administrator in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by Custodian and/or Administrator, on demand by Custodian and/or Administrator, I will promptly reimburse Custodian and/or Administrator the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Custodian and/or Administrator 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 Custodian and/or Administrator will not be responsible to take any action should there be any default with regard to this investment. For purposes of this paragraph, the terms Custodian and Administrator include Next Generation Trust Company and Next Generation Services, its agents, assigns, joint ventures, licensees and/or business partners.*

*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 Custodian and/or Administrator of my account under the foregoing hold harmless provision. I understand that no one at Custodian and/or Administrator has authority to agree to anything different than my foregoing understandings of Custodian's and/or Administrator'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. 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 your transaction can be processed.*

*Please note: We attempt to answer all emailed inquiries within one business day. Before a client transaction goes into the queue to be processed, administrative review will be between one and five business days depending on the complexity of the transaction and our volume of transactions. Investment documents are processed in the order in which they are received. Most transactions are completed in two business days after Administration review provided that we have original, correct documents and cleared funding.*

Account Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_