



## Selling Real Estate: What You Need to Know

As part of our continuing commitment to making investing in real estate easier, we are offering a self-service option. Account owners may instruct Pacific Premier Trust to execute an Appointment of Agent which allows the account owner the authority to take any action and execute such documents deemed appropriate or necessary to close the sale of the real estate investment by the account.

Before closing, the following Pacific Premier Trust forms are required for this self-service option:

- Real Estate Sale Authorization Form
- Appointment of Agent (Hold Harmless Agreement)

The following is required within 2 business days of the closing for this self-service option:

- Executed Warranty Deed and any other information or documents specified by Pacific Premier Trust.
- Actual net proceeds deposited into the account. (Note that if the account is an individual retirement account or qualified retirement account, holding proceeds directly by the account owner prior to deposit may constitute a distribution from the IRA or a prohibited transaction under the Internal Revenue Code.)

### THE FOLLOWING IS REQUIRED IF PACIFIC PREMIER TRUST WILL BE COMPLETING THE REVIEW OF CLOSING DOCUMENTS FOR THE REAL ESTATE SALE:

#### Third Party Documents Signed "Read & Approved" by the Account Owner

Anything for which the escrow company, title company, or attorney requires a Pacific Premier Trust signature or initials must be signed by the Account Owner as "Read & Approved." **NOTE:** Some escrow or title companies will not accept the documents after the Account Owner signs them "Read & Approved"; please submit both a "clean" and "Read & Approved" copy to expedite the transaction process.

Additional Requirements:

- Real Estate Sale Authorization Form
- Draft Conveyance Deed
- Estimated Settlement Statement or HUD
- Additional Escrow/Closing Documents, if they require a Pacific Premier Trust signature (If applicable, any supporting documentation required by the legal jurisdiction in which the property is situated, must be completed in full by the client.)
- Actual net proceeds deposited into the account (within two business days of the closing).

### REMINDERS

#### Vesting Reflected on Sale Documents

When preparing sales documents, the vesting should appear the same as in the recorded deed held by the county.

#### Carryback Investments

If you're completing a seller carryback and financing the purchase of the buyer, please also complete our Deed of Trust/Mortgage/Secured Note Investment Authorization form and include all applicable items for our review.

#### Selling Real Estate Investments Through a Land Contract

The following additional documents are required:

- Memorandum of Land Contract
- Land Contract
- Deed of Trust/Mortgage/Secured Note Investment Authorization form

#### Section 4975 of the Internal Revenue Code

If the account is an individual retirement account or other retirement account, the broker, real estate, and/or the settlement agent cannot earn a commission if he/she is a disqualified person or party in interest and selling property to a disqualified party or party in interest may be a prohibited transaction that can lead to potential tax consequences.





# Appointment of Agent (Hold Harmless Agreement) with Respect to Real Estate Sale

## 1. ACCOUNT OWNER INFORMATION

ACCOUNT OWNER NAME (FIRST, MI, LAST)	PACIFIC PREMIER TRUST ACCOUNT NO.
EMAIL ADDRESS	PHONE NO.

## 2. PROPERTY INFORMATION

STREET ADDRESS			
CITY	COUNTRY	STATE/PROVINCE	POSTAL CODE
PROPERTY PARCEL NO. OR APN	PERCENTAGE OF OWNERSHIP	PACIFIC PREMIER TRUST ASSET ID (IF KNOWN)	
	%		

By signing this Appointment of Agent (Hold Harmless Agreement) with Respect to Real Estate Sale, I hereby instruct Pacific Premier Bank, acting through its Pacific Premier Trust division ("Pacific Premier Trust") to execute this Appointment of Agent with respect to the sale of the following real property held by the custodial account identified above (the "Account") with respect to which Pacific Premier Trust serves as custodian.

By executing this Appointment of Agent (Hold Harmless Agreement) with Respect to Real Estate Sale, Pacific Premier, hereby appoints me as agent for custodian with respect to the Account with authority to take any action and execute such documents that I deem appropriate or necessary to close the sale of this real estate investment by the Account. I understand that I must provide Pacific Premier Trust with an estimate of net sale proceeds as well as an executed deed and any other information and documents specified by Pacific Premier Trust within two business days of the closing (or, if later, the date of the request by Pacific Premier Bank) with the actual net proceeds deposited to my Account within two business days of the closing. If the account is an individual retirement account or other retirement account, I understand that if such information, documentation, and/or proceeds are not provided in a timely manner, Pacific Premier Trust may treat the sale as a distribution from my Account. Note that if the account is an individual retirement account or qualified retirement account, holding proceeds directly by the account owner prior to deposit may constitute a distribution from the IRA or a prohibited transaction under the Internal Revenue Code. I also understand that any additional documents provided to Pacific Premier Trust that are not required will not be reviewed.



### 3. ADDITIONAL TERMS AND CONDITIONS

I understand that it is my responsibility to perform proper due diligence with respect to the sale, and I hereby represent to Pacific Premier Trust that I understand the risks (including any tax consequences) involved with handling the closing of my real estate transaction and the Appointment of Agent with Respect to Real Estate Sale. Additionally, I have consulted with my attorney or tax adviser, or I declined the opportunity to consult with my attorney or tax adviser after having the opportunity to do so.

I understand that I am responsible for ensuring that any documents relating to this transaction are signed, recorded, genuine, and legally enforceable, and that I am acting with respect to the sale not in my individual capacity but solely as agent for the custodian on behalf of the Account. I acknowledge that Pacific Premier Trust has not evaluated or performed any due diligence on behalf of the Account with respect to this real estate sale and that any operational review completed by Pacific Premier Trust is solely for record keeping purposes.

If the Account is subject to the requirements of Section 4975 of the Internal Revenue Code, I represent that the neither the Account's investment in or management of the real estate, nor the Account's sale of the real estate is a nonexempt prohibited transaction, under Section 4975 of the Internal Revenue Code. I understand that the Broker, real estate, and/or the settlement agent cannot earn a commission if he/she is a disqualified person or party in interest, and that selling property to a disqualified party or party in interest may be a prohibited transaction that can lead to potential tax consequences. I acknowledge that Pacific Premier Trust has not provided any advice with respect to the real estate investment or the sale of the real estate, and I am solely responsible for determining whether the Account's investment in, or management of, the real estate and the sale of the real estate constitutes a prohibited transaction.

It is Pacific Premier Trust's position that the Account is exempt from any tax withholding applicable to real estate transactions under the Account if the account is an individual retirement account or other retirement account. I accept that I will ensure all debits and credits on the settlement statement are valid and appropriate. If it is identified that withholding was not assessed correctly, Pacific Premier Trust is not responsible for resolving the matter.

I understand that Pacific Premier Trust does not render any legal or tax advice. I understand that Pacific Premier Trust has made no evaluations as to the merits of this investment and its related transactions, and I agree to release, indemnify, defend, and hold harmless Pacific Premier Trust, its employees, agents, subsidiaries, affiliates, and Successors, from any liability, costs, claims, damages, and expenses (including reasonable attorneys' fees and costs) arising from this Appointment of Agent (Hold Harmless Agreement) with Respect to Real Estate Sale and/or real estate investment.

I understand that my Account may have liability above and beyond the amount of this investment. I understand that Pacific Premier Trust shall have no duty to initiate or defend any litigation or administrative proceeding with respect to my Account or this property. I agree to pay any expenses and costs that are incurred by Pacific Premier Trust as a result of any errors or litigation, including, but not limited to, costs of staff time, costs of document production, and expenses or costs incurred by outside counsel.

Nothing herein shall authorize or entitle me, my representatives, or attorneys to represent Pacific Premier Trust's own interests (i.e., interests other than those affecting assets in my Account). This Appointment of Agent (Hold Harmless Agreement) with Respect to Real Estate Sale is for the limited scope and purpose set forth herein and is effective as of the date set forth below and shall terminate when the aforementioned real estate sale has closed or is cancelled.

	ACCOUNT OWNER SIGNATURE	DATE
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#### FOR PACIFIC PREMIER TRUST USE ONLY

AUTHORIZED SIGNATURE	ACCOUNT NUMBER (PACIFIC PREMIER TRUST WILL COMPLETE)
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Pacific Premier Trust performs the duties of an independent custodian of assets for self-directed individual and business retirement accounts and does not provide investment advice, sell investments, or offer any tax or legal advice. Clients or potential clients are advised to perform their own due diligence in choosing any investment opportunity, as well as selecting any professional to assist them with an investment opportunity.

**NON-DEPOSIT INVESTMENT PRODUCTS ARE NOT INSURED BY THE FDIC; ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, THE BANK OR ANY OF ITS DIVISIONS; AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.**

Upload forms to:  
[PacificPremierTrust.com/upload](https://PacificPremierTrust.com/upload)  
Fax to: 303.614.7036

Send mail to:  
FIS - Processing Center  
Attn: Pacific Premier Trust  
PO BOX 981012  
Boston, MA 02298

For express deliveries:  
FIS-Remittance Processing  
Loading Dock #2  
Attn: Pacific Premier Trust  
10 Dan Road  
Canton, MA 02021

Questions?  
Call: 800.962.4238





Real Estate Sale Authorization

IMPORTANT INFORMATION

Use this form to initiate and authorize a real estate sale. Please ensure that each document requiring initials and signatures is signed "Read & Approved" by the client. NOTE: Sending original documents to our office may result in delayed processing. Copies of the following documents should be submitted to Pacific Premier Trust for review via email (alternativeassetsuploads@pacificpremiertrust.com) or upload (PacificPremierTrust.com/upload).

- Estimated HUD or Sale Settlement Statement
• Draft Conveyance Deed
• Additional Escrow/Closing Documents (If applicable, any supporting documentation required by the legal jurisdiction in which the property is situated, must be completed in full by the client.)

If you are doing a seller carryback and financing the purchase of the buyer, please complete our Deed of Trust/Mortgage/Secured Note Investment Authorization form and include all applicable items for our review. If documentation was submitted with contract, please resubmit them to Pacific Premier Trust. DOCUMENTS WILL NOT BE REVIEWED UNLESS SIGNED "READ & APPROVED."

1. ACCOUNT OWNER INFORMATION

Form fields for Account Owner Information: ACCOUNT OWNER NAME (FIRST, MI, LAST), PACIFIC PREMIER TRUST ACCOUNT NO., EMAIL ADDRESS, PHONE NO.

2. PROPERTY INFORMATION

Form fields for Property Information: STREET ADDRESS, CITY, COUNTRY, STATE/PROVINCE, POSTAL CODE, PROPERTY PARCEL NO. OR APN, PERCENTAGE OF OWNERSHIP, PACIFIC PREMIER TRUST ASSET ID (IF KNOWN)

3. SALE INFORMATION

This is a:

- Full sale in the amount of \$ \_\_\_\_\_ (estimated net proceeds)
 Partial sale in the amount of \$ \_\_\_\_\_ (estimated net proceeds)

If partial sale, please indicate the lot/parcel/address being sold \_\_\_\_\_

Closing Date, if applicable \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Is there liability currently associated with this property? Yes No

If "Yes," please write the lender's name \_\_\_\_\_

Do you intend to do one of the following: Carry back Contract for deed

Please write the name of the purchaser or purchasing entity: \_\_\_\_\_

I attest that the above-named is not a disqualified person\* per Internal Revenue Service Code §4975.

\*Examples of disqualified persons include: The account holder and their direct family members (including spouse); fiduciaries; entities or organizations in which the account holder has at least 50% in shareholder voting power or controlling interests; and all others defined in IRS Code §4975(e)(2).

4. AGENTS RECEIVING COMMISSION

NOTE: If receiving commission, this individual cannot be a disqualified person or party in interest if the account is an individual retirement account or other retirement account.

Form fields for Agents Receiving Commission: BUYER'S AGENT NAME, SELLER'S AGENT NAME



**5. DIRECTIONS FOR RETURNING EXECUTED DOCUMENTS**

COMPANY NAME		CONTACT NAME	
ADDRESS			
CITY	STATE/PROVINCE	POSTAL CODE	PHONE NO.

Please send documents via (check all that apply)\*:

- Email: \_\_\_\_\_  Fax: \_\_\_\_\_
- Regular Mail to address above
- Express Mail Delivery to address above and:
  - Charge my Pacific Premier Trust account for overnight fee
  - Use a third party's billing account no. \_\_\_\_\_  FedEx  UPS  Other: \_\_\_\_\_
  - Use the enclosed prepaid UPS/FedEx Label

\*If no option is selected, the default will be to overnight at the client's expense. Please refer to your fee schedule for details.

**6. ACKNOWLEDGMENTS & SIGNATURE**

I understand that it is my responsibility to perform proper due diligence with respect to the real estate sale, and I hereby represent to Pacific Premier Trust that I understand the risks (including any tax consequences) involved with handling the closing of my transaction. Additionally, I have consulted with my attorney or tax advisor, or I declined the opportunity to consult with my attorney or tax adviser after having the opportunity to do so.

I understand that I am responsible for ensuring that any documents relating to this transaction are signed, recorded, genuine, and legally enforceable. I acknowledge that Pacific Premier Trust has not evaluated or performed any due diligence on my behalf with respect to this real estate sale and that any operational review completed by Pacific Premier Trust is solely for record keeping purposes.

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I understand that Pacific Premier Trust does not render any legal or tax advice. I understand that Pacific Premier Trust has made no evaluations as to the merits of this investment and its related transactions, and I agree to release, indemnify, defend, and hold harmless Pacific Premier Trust, its employees, agents, subsidiaries, affiliates, and Successors, from any liability, costs, claims, damages, and expenses (including reasonable attorneys' fees and costs) arising from this investment.

I understand that my Account may have liability above and beyond the amount of this investment. I understand that Pacific Premier Trust shall have no duty to initiate or defend any litigation or administrative proceeding with respect to my Account or this property. I agree to pay any expenses and costs that are incurred by Pacific Premier Trust as a result of any errors or litigation, including, but not limited to, costs of staff time, costs of document production, and expenses or costs incurred by outside counsel.

ACCOUNT OWNER SIGNATURE	DATE
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<b>Upload forms to:</b> <a href="http://PacificPremierTrust.com/upload">PacificPremierTrust.com/upload</a> <b>Fax to:</b> 303.614.7036	<b>Send mail to:</b> FIS - Processing Center Attn: Pacific Premier Trust PO BOX 981012 Boston, MA 02298	<b>For express deliveries:</b> FIS-Remittance Processing Loading Dock #2 Attn: Pacific Premier Trust 10 Dan Road Canton, MA 02021	<b>Questions?</b> Call: 800.962.4238
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