



This form contains important disclosures about your duties and responsibilities with regard to purchasing and holding a Real Estate Investment within your self-directed IRA. Such investments may involve a high-degree of risk and GoldStar Trust Company ("GoldStar" or "we") will make no investigation as to the viability or safety of the investment(s) you select. GoldStar does not offer investment advice and does not buy or sell investment products. GoldStar is disqualified by the Internal Revenue Code from trading with an IRA for which it is the custodian. GoldStar is compensated through administrative fees and cash management fees.

NOTE: THIS INVESTMENT DIRECTION APPLIES TO A DIRECT REAL ESTATE PURCHASE ONLY. IF YOU ARE PURCHASING THROUGH YOUR LLC, PLEASE USE THE PRIVATELY OFFERED INVESTMENT DIRECTION.

PURPOSE OF THIS FORM:

This form is to be used to direct GoldStar to initiate your Real Estate purchase. This form is required along with the following supporting documents 3 business days prior to closing:

- Sales Contract and/or Purchase Offer
- Phase 1 Environmental Assessment
- Copy of Proposed Deed or mortgage, as applicable
- Title Insurance Commitment
- Settlement/Closing Statement
- A copy of filed deed if transferring or rolling over In-Kind
- Property Insurance Binder
- Loan Documents (if applicable)
- Any closing documents buyer is required to sign at closing
- Property Manager Acknowledgment Letter (if property is income producing)

SUBMISSION OPTIONS:

By E-Mail: newbusiness@goldstartrust.com

By Fax: 806-655-2490

By Mail: GoldStar Trust Company
PO Box 719
1401 4th Ave (for overnight delivery)
Canyon, TX 79015

INSTRUCTIONS AND GUIDELINES:

- Open and fund your GoldStar IRA.
- If you are funding you IRA with a Transfer or Rollover, please allow several weeks for processing time.
- The investment may generate Unrelated Business Income Tax (UBIT) pursuant to IRC 511. Please consult your tax advisor for full information regarding this tax. GoldStar does not offer advice or information regarding UBIT information.
- ALL INVESTMENTS MUST BE TITLED IN THE NAME OF YOUR IRA:
GoldStar Trust Co., FBO (Client Name) IRA
- ALL INVESTMENTS MUST REFLECT GOLDSTAR'S ADDRESS:
**GoldStar Trust Co.
1401 4th Ave.
Canyon, TX 79015**
- Do not sign any documents on behalf of the IRA. All documents must be signed by an authorized GoldStar signer (Tax ID: 74-2557688).
- Do not personally pay the Earnest Money or Deposit. The IRA must pay all amounts associated with the purchase price and expenses for the property including but not limited to: insurance, repairs, property taxes, and improvements.
- Do not purchase property for personal use or for use by anyone who is disqualified to your IRA by law (e.g. spouse, parents, children). This will cause a prohibited transaction and an entire distribution of your IRA.



1. ACCOUNT INFORMATION:

ACCOUNT HOLDER NAME: (as it appears on your account application)		GOLDSTAR ACCOUNT NUMBER:
PRIMARY PHONE NUMBER:	EMAIL ADDRESS:	

2. PROPERTY INFORMATION:

LEGAL ADDRESS:		TAX PARCEL NUMBER:
CITY:	STATE:	ZIP:
PURCHASE TYPE: (choose one) <input type="checkbox"/> New Purchase <input type="checkbox"/> Transfer In-Kind (provide GoldStar IRA Transfer/Direct Rollover Request Form) <input type="checkbox"/> Additional funding (to add funds for additional percentage of ownership of property already purchased in your GoldStar IRA)		
PROPERTY TYPE: (check all that apply) <input type="checkbox"/> Non-income producing <input type="checkbox"/> Income Producing <input type="checkbox"/> Improved Property <input type="checkbox"/> Unimproved land		MY IRA WILL OWN: <input type="checkbox"/> 100% of the property <input type="checkbox"/> _____% of the property

3. DEBT FINANCING (if applicable):

LENDER NAME:		
LOAN NUMBER:		PHONE:
ADDRESS:		
CITY:	STATE:	ZIP:
<p>*If investment is to be debt financed by a lender, financing must be a NON-RECOURSE LOAN and may be subject to UNRELATED BUSINESS INCOME TAX (UBIT). GoldStar makes no determination of whether or not this investment or any future investments in the IRA generate UBIT. It is recommended the IRA owner consult with their tax advisor or visit www.IRS.gov for additional information (see Form 990-T instructions).</p>		

4. PROPERTY CLOSING INFORMATION:

TITLE COMPANY/ESCROW AGENT/ATTORNEY:		
CONTACT NAME:	PHONE:	FAX:
EMAIL ADDRESS:	EXPECTED CLOSING DATE:	



5. PROPERTY MANAGER INFORMATION:

A PROPERTY MANAGER IS REQUIRED IF YOUR PROPERTY IS INCOME PRODUCING. THE PROPERTY MANAGER MUST SIGN AND DATE THE PROPERTY MANAGER ACKNOWLEDGMENT LETTER PRIOR TO CLOSING.

PROPERTY MANAGER NAME:		PHONE:
FAX:	EMAIL ADDRESS:	

6. FUNDING AND FEE INSTRUCTIONS:

Please include instructions for both the earnest money deposit and final closing.
*****NOTE*** ACCOUNT MUST MAINTAIN A MINIMUM CASH BALANCE OF \$500.00. IF THIS REQUEST WILL DROP YOUR BALANCE BELOW THE MINIMUM AMOUNT, YOUR REQUEST MAY BE DELAYED AWAITING ADDITIONAL FUNDS OR MAY NOT BE PROCESSED.**

EARNEST MONEY DEPOSIT:	<input type="checkbox"/> Send funds by wire (\$25)	<input type="checkbox"/> Send funds by GoldStar check
_____	<input type="checkbox"/> Send funds by cashiers check (\$25)	<input type="checkbox"/> Overnight fee (\$25)

FINAL CLOSING AMOUNT:	Wire transfer is required for funding final closing unless pre-approved by title company/closing attorney and GoldStar. Wire transfer fee is \$25

Expedited processing (\$75) - completed documentation must be received by 12 p.m. CST
(If sufficient funds are available in your IRA and all documents are received in proper order to process the transaction, GoldStar can, in most instances, expedite the process in one business day. An additional fee of \$75 is applicable)

HOW WOULD YOU LIKE TO PAY YOUR FEES?:
<input type="checkbox"/> Credit Card - Please complete the attached Credit Card Payment form. Credit card information is not stored for future use by GoldStar, and all information will be destroyed after receipt and processing.
<input type="checkbox"/> Cash in my account - Goldstar will deduct all fees from the account prior to issuing Earnest Money/Final Closing.
<input type="checkbox"/> Check - Include a check for the total amount due along with this form Payable to GoldStar Trust Co., FBO (Client Name) IRA.

7. WIRING INSTRUCTIONS (required for Final Closing Funds):

BANK NAME:	ABA ROUTING NUMBER:	BANK PHONE NUMBER:
BANK PHYSICAL ADDRESS:	CITY:	STATE ZIP:
CREDIT ACCOUNT NUMBER:	FOR CREDIT TO:	FURTHER CREDIT TO:

8. CHECK INSTRUCTIONS (optional for Earnest Money Deposit only):

MAKE CHECK PAYABLE TO:	PAYEE PHONE NUMBER:
MAIL CHECK TO: (For overnight delivery, please provide physical address. (Additional fee of \$25 applies)	CITY STATE ZIP:



9. PROHIBITED TRANSACTIONS:

Understanding Disqualified Parties

Self-directed IRA owners must familiarize themselves with the prohibited transaction rules found in Section 4975 of the Internal Revenue Code (IRC 4975). The prohibited transaction rules restrict the IRA from transacting with or benefiting certain parties (e.g. IRA owner, spouse, children, parents). Please consult with your attorney or tax advisor before conducting transactions with your self-directed IRA to ensure that a prohibited transaction does not occur. GoldStar cannot offer tax or legal advice as to whether your account will engage in a prohibited transaction.

The following situations are generally prohibited and would cause a prohibited transaction and distribution of your IRA.

- IRA owner or other disqualified party uses the real estate owned by the IRA.
- IRA owner or other disqualified party received compensation in connection with the purchase, sale, or lease of the IRA owned property.
- IRA owner or other disqualified party is involved with a company that is transacting with the IRA or the IRA owned real estate.
- IRA owner or other disqualified party manages or controls a company is transacting with the IRA or the IRA owned real estate.
- IRA owner or other disqualified party guarantees debt used in connection with the purchase or improvement of the IRA owned real estate.

Are any parties involved in the real estate transaction (seller, lender, agent/broker, tenant) a disqualified* person to your IRA?

Yes No

*A disqualified person includes the following: you the IRA owner, your spouse, parents, children and their spouses, and companies and trusts owned, capitalized, or controlled 50% or more by these disqualified family members.

If you answered yes to the question above, please answer the following two questions:

1. Please explain the disqualified parties relationship to the IRA owner:

2. Please explain the parties involvement in the transaction:

X _____
Signature of Account Holder

Date

IMPORTANT: PLEASE READ THE FOLLOWING DISCLOSURES BEFORE YOU SIGN AND DATE THESE DOCUMENTS

With respect to the customer authorization and acknowledgment, the term 'Goldstar' includes collectively Goldstar Trust Company, Happy State Bank and any affiliated company.

I understand that certain transactions are prohibited for tax-exempt retirement arrangements 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 purchase. I warrant and represent that I have consulted with such advisors as I deem necessary and appropriate, and have determined among other things that this investment does not constitute a prohibited transaction as defined in Internal Revenue Code 4975, and that the offering entity or any affiliate thereof is neither a "disqualified person" (as described in Section 4975(e)(2) of the Internal Revenue Code nor a "party of interest" (as defined in Section 3(14) of ERISA)). I hereby indemnify and hold GoldStar harmless should the transactions be deemed a prohibited transaction by the Internal Revenue Service. I have read and reviewed each representation made within the closing documents and/or related documents, which I have signed on behalf of the investment referenced above. I specifically hold GoldStar harmless for any such representations regarding my personal financial information and/or my retirement plan(s) financial information which may be considered a part of the closing documents which I am requesting that GoldStar now sign as Custodian on behalf of my self-directed IRA.

I understand that under the Internal Revenue Code and ERISA, GoldStar is required to provide reports to account holders that show the "fair market value" of account assets as of December 31st each year. I agree to furnish GoldStar with a fair market valuation of the above investments as of December 31st each year on or before January 31st of the following year that is compliant with IRA Revenue Ruling 59-60; and that the valuation provided will be used by GoldStar for reporting to the IRS and that any false or misleading valuation/appraisal of any assets may result in penalties and/or fines for me. In the event I do not furnish this valuation to GoldStar by that date, I understand that GoldStar reserves the right to distribute the asset(s) in-kind, causing a taxable event and closing the account after 30 days of the annual notice requesting the fair market valuation.



IMPORTANT: PLEASE READ THE FOLLOWING DISCLOSURES BEFORE YOU SIGN AND DATE THESE DOCUMENTS

I also agree to pay for any fees or penalties pertaining to the termination of the account as well as re-registration of the asset(s) either to another financial institution or to myself in-kind. I further understand that the in-kind distribution of the asset can be avoided if the account is transferred to another IRA Custodian within 30 days of the date of the letter. GoldStar shall have no liability or responsibility to the account holder for any loss of value or expense suffered or incurred during termination of acting as Custodian. I am aware that GoldStar does not have any involvement in the valuation of the above asset and does not endorse any third party valuation services in order to provide an annual valuation of assets.

I also agree to pay for any fees or penalties pertaining to the termination of the account as well as re-registration of the asset(s) either to another financial institution or to myself in-kind. I further understand that the in-kind distribution of the asset can be avoided if the account is transferred to another IRA Custodian within 30 days of the date of the letter. GoldStar shall have no liability or responsibility to the account holder for any loss of value or expense suffered or incurred during termination of acting as Custodian. I am aware that GoldStar does not have any involvement in the valuation of the above asset and does not endorse any third party valuation services in order to provide an annual valuation of assets.

I understand that with exception of cash invested in an FDIC insured bank account, investments held in my IRA may lose value, are not FDIC insured, and are not guaranteed by GoldStar.

I acknowledge that I have sole responsibility for directing the investment of my account. I acknowledge that GoldStar will not exercise any discretion, assume any fiduciary responsibility, perform a due diligence review, or undertake any investigation as to the prudence, viability, merits or suitability of the investment. I acknowledge my understanding that GoldStar is not a "fiduciary", or a person entitled to exercise any discretionary authority with respect to the investment, as those terms and concepts are defined in the Internal Revenue Code, ERISA, or other applicable federal, state, or local laws, and I agree to hold GoldStar harmless from any liability for any loss, damage, injury, or expense (including reasonable attorney's fees) which may occur as a result of the execution of this Investment Direction and Certification.

I acknowledge that Goldstar makes no determination of whether or not this investment or any future investments in my IRA generate UBTI. I understand that as the IRA owner I should consult with my tax advisor or visit www.IRS.gov for additional information (see Form 990-T instructions).

I acknowledge that Goldstar is not responsible for maintaining or securing insurance coverage on this investment, including but not limited to the following: title, fire, liability, casualty, or any other insurance coverage. I understand that GoldStar is not responsible for notifying me of insufficient coverage, and that I have sole responsibility in determining the necessary and adequate insurance related to my investment. I agree to direct GoldStar in writing to make any necessary premium payments for any insurance coverage.

I acknowledge that GoldStar will not process this transaction unless the Investment Direction – Purchase, all other required documents, and/or funds necessary for the transaction are received and complete per the requirements of GoldStar. I understand that if any portion of the Investment Direction – Purchase or other accompanying documents are incomplete or unclear, and/or the necessary funds are not available within the IRA, GoldStar will obtain clarification, completed documents, and/or funds before continuing with the transaction and GoldStar will be held harmless from any liability for any loss, expense, or appreciation on the investment.

I understand that I may be required to take minimum distributions from my IRA at certain times in accordance with Treasury Regulation 1.408-8. If I am now required to take a minimum distribution, I acknowledge that this investment will provide sufficient income, or that I have other assets that can be liquidated or distributed in-kind, to satisfy the minimum distribution requirements. If you fail to remove a required minimum distribution, an additional penalty tax of 50 percent is imposed on the amount of the required minimum distribution that should have been taken but was not. You must file IRS Form 5329 along with your income tax return to report and remit any additional taxes to the IRS.

I acknowledge that GoldStar is not responsible for notifying me of any payments due in regards to this investment, including but not limited to the following: taxes, utilities, homeowner association dues, repairs, or insurance premiums. I acknowledge that it is my responsibility to direct GoldStar in writing to make any such payments due for this investment. I understand that I am responsible for reviewing account statements to ensure that proper payments have been made per my requests. I acknowledge that all payment directions must be submitted in writing by me, or authorized third party, including any modifications to previous directions. I understand that GoldStar has no authorization to make any modifications to any directions submitted without written authorization.

I understand that any funds received by personal check will be subject to a 10 day hold before being available for any withdrawal, including but not limited to: purchases, investment expenses, distributions, etc.

The aforementioned representations are true and accurate as of the date hereof and shall be true and accurate as of the date of delivery of the funds to the investment and shall survive such delivery. If in any respect such representations and warranties shall not be true and accurate prior to delivery of the funds to the investment, I shall give written notice of such fact to GoldStar specifying which representations are not true and accurate and the reasons therefore.

AUTHORIZATION AND ACKNOWLEDGMENT

I acknowledge that I have sole responsibility for directing the investment of my account. I acknowledge that GoldStar will not exercise any discretion, assume any fiduciary responsibility, perform a due diligence review, or undertake any investigation as to the prudence, viability, merits or suitability of the Investment. I acknowledge my understanding that GoldStar is not a "fiduciary", or a person entitled to exercise any discretionary authority with respect to the Investment, as those terms and concepts are defined in the Internal Revenue Code, ERISA, or other applicable federal, state, or local laws, and I agree to hold GoldStar harmless from any liability for any loss, damage, injury, or expense (including reasonable attorney's fees) which may occur as a result of the execution of this Investment Direction and Certification.

IMPORTANT: READ BEFORE SIGNING!

X _____
Signature of Account Holder

Date



APPLY PAYMENT TO:

GoldStar Account Number: _____ Date: _____

Name on Account (First/MI/Last): _____

Daytime Phone #: _____

PAYMENT AMOUNT

AMOUNT TO PAY WITH CARD: \$

AMOUNT TO DEDUCT FROM CASH IN ACCOUNT: \$
(Must have cash available)

Click here if only paying with cash from your account.

Enter description: _____

PAYMENT/AUTHORIZATION



Card Number: _____

Expiration Date: _____

Card Code: _____

BILLING INFORMATION ON CARD

First Name: _____

Last Name: _____

Address: _____

City: _____

State/Province: _____

Zip Code: _____

Note: Your credit card payment may not be processed on the same day it was received.
GoldStar does not keep credit card info on file.