



Please complete all information for your investment to avoid a delay in processing. This form contains important disclosures about your duties and responsibilities with regard to holding a private placement or nonstandard asset within your self-directed IRA. GoldStar Trust Company ("GoldStar" or "we") 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.

**PART 1. GOLDSTAR ACCOUNT OWNER**

Name (First/Mi/Last) \_\_\_\_\_ Email Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Account Number \_\_\_\_\_  New Account Pending

**PART 2. INVESTMENT DIRECTIONS - ALL TRANSACTIONS MUST OCCUR WITHIN THE IRA**

Investment Name (Specify exact name) \_\_\_\_\_

Amount to Invest \$ \_\_\_\_\_ or  All Funds Available (If allowable by Asset Sponsor)

Purchase Type:  New Purchase  Additional Purchase (Investment already held in account)

Number of Shares/Units (If known) \_\_\_\_\_ Class of Shares/Units (If applicable) \_\_\_\_\_

Price per Share/Units \$ \_\_\_\_\_ Ownership Interest \_\_\_\_\_ %

- Type of Investment (check one)
- |                                                          |                                                   |                                                      |
|----------------------------------------------------------|---------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Limited Liability Company (LLC) | <input type="checkbox"/> Limited Partnership (LP) | <input type="checkbox"/> Closely-Held Stock (C-Corp) |
| <input type="checkbox"/> Secured Promissory Note         | <input type="checkbox"/> Convertible Note         | <input type="checkbox"/> Corporate Debt (Note)       |
| <input type="checkbox"/> Structured Settlement           | <input type="checkbox"/> Debenture                | <input type="checkbox"/> Non-Traded REIT             |
| <input type="checkbox"/> Other: _____                    |                                                   |                                                      |

Payment instructions included in the Subscription Agreement  
(Incomplete payment instructions may delay the processing of your investment until such instructions are received)

All assets should be registered as follows:

Tax ID: 74-2557688, GoldStar Trust Company Custodian, FBO: <IRA Holder's Full Name>, P.O. Box 719, Canyon, Texas 79015

**PART 3. ACCOUNT HOLDER REPRESENTATIONS - CHECK ONE**

- I represent that I am **not** an officer or director of the offering entity and/or borrower or any affiliate thereof, **nor** am I related to any officer or director of the offering entity and/or borrower of any affiliate thereof.
- I represent and disclose that I **am** an officer or director of the offering entity and/or borrower or its affiliate, or that I **am** related to an officer or director of the offering entity and/or borrower or its affiliate. If this box is checked, the following questions must be answered for the purchase of the asset to be finalized:
- Are you an owner, direct or indirect, of 50% or more of:
    - The combined voting power of all classes of stock entitles to vote or the total value of shares of all the classes of stock of the corporation.  Yes  No
    - The capital or profits interest of a partnership.  Yes  No
  - A member of the family (Spouse, ancestor, lineal descendant and any spouse of a lineal descendant of any individual described above.)  Yes  No
  - An officer, director, a 10% or more shareholder, a highly compensated employee (more than 10% of the yearly wage of the employer), or a 10% or more (in capital or profits) partner of joint venture of a person described above.  Yes  No

If any of the questions on the previous page are answered yes, the investment involved may be a prohibited transaction. If a prohibited transaction occurs within an IRA, the entire IRA will be deemed to be distributed as of the first day of that year, with no regard to the dollar amount of the transaction involved in the prohibited transaction. The entire IRA becomes taxable to the individual and would receive a 10% penalty if the account holder is under age 59-½.

If any of the questions on the previous page are answered yes, my signature below certifies that I have received legal and/or tax advice regarding this particular transaction and verify that I have not and will not cause my IRA to enter into any transaction with a "Party-in-Interest" or "Disqualified Person", and that I am not in violation of the "Prohibited Transaction" rules. I understand that GoldStar Trust Company may require that I obtain a legal opinion if the potential for a prohibited transaction exists. Please refer to Internal Revenue Code 4975 for more information regarding Prohibited Transactions.

**PART 4. SIGNATURE**

By signing I hereby acknowledge that I have read and agree with the information provided on the following page in the acknowledgment section.

**X** \_\_\_\_\_  
Signature of Account Holder Date (mm/dd/yyyy)



## PART 5. ACKNOWLEDGMENTS

I direct GoldStar Trust Company ("GoldStar") to execute the purchase of the investment stated on this form for the benefit of my self-directed IRA. I hereby make the following acknowledgments, agreements and representations:

- I understand that GoldStar is compensated through administrative fees and cash management fees.
- I understand that private placement investments or nonstandard assets may involve a high-degree of risk and GoldStar will make no investigation as to the viability or safety of the investment(s) you select.
- I understand that certain transactions are prohibited for tax-exempt retirement arrangements under Internal Revenue Code 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 fact 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 subscription agreement and/or related documents, which I have signed on behalf of the investment referenced above, and 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 subscription agreement 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 of the following year. In the event I do not furnish this valuation to GoldStar by that date, GoldStar is entitled to assume that the fair market valuation is the original purchase cost, or if I have provided a valuation to GoldStar since the original acquisition, I authorize GoldStar to use that last reported written valuation. I further understand and acknowledge that, if GoldStar has not been provided with an annual market value or good faith estimate which is compliant with Revenue Ruling 59-60, either by the Investment's sponsor or by me via an independent appraisal, GoldStar may distribute the investment in-kind to me, which would be a tax reportable and potentially taxable event.
- I understand that, if my Representative or any other financial representative suggested that I retain the services of GoldStar as custodian for the Investment made through my IRA, that such person is not in any way an agent, employee, representative, or affiliate of GoldStar. I acknowledge that GoldStar is not responsible for and is not bound by any representations, warranties, statements or agreements made by my Representative or any financial representative beyond the terms and provisions contained in my GoldStar Custodial Account Agreement and other GoldStar forms.
- I agree to indemnify GoldStar for any and all payments or assessments which may result from holding the investment within my IRA, and I understand that GoldStar shall be under no obligation whatsoever to extend credit to my IRA or otherwise disburse payment beyond the cash balance of my IRA for any payment or assessment related to the Investment.
- If the Investment to be purchased is a private equity investment, I understand that such Investment may generate Unrelated Business Taxable Income, or "UBTI". I further understand that, if the UBTI attributable to my IRA exceeds \$1,000 for any taxable year, an IRS Form 990-T must be filed along with the appropriate amount of tax, payable from the assets of my IRA. I understand that GoldStar does not monitor the amount of UBTI in my IRA and does not prepare Form 990-T. If the tax is applicable, I agree to prepare, or have prepared, the proper Form 990-T and forward it to GoldStar, along with authorization to pay the tax from my IRA. If I am required to file Form 990-T with regard to any UBTI, I understand that I must obtain and use an Employer Identification Number ("EIN"). I will not use the EIN of GoldStar or my own social security number. I understand that I must apply for my own EIN prior to or in conjunction with requesting GoldStar to pay any taxes I may owe with regard to any UBTI that might be incurred.

The foregoing 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.

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.