



This form contains important disclosures about your duties and responsibilities with regard to holding a Loan or Extension Fund Investment ("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.

**PART 1. GOLDSTAR ACCOUNT OWNER**

Name (First/MI/Last) \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_ Email Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_ Account Number \_\_\_\_\_  
Social Security No. \_\_\_\_\_ ☐ New Account Pending

**PART 2. ACCOUNT TYPE - SELECT ONE**

☐ Traditional ☐ Roth ☐ SEP ☐ Simple ☐ ESA ☐ Inherited

**PART 3. IRA/ESA REGULAR CONTRIBUTION INSTRUCTIONS**

If funding your IRA/ESA with a contribution check, please indicate the year that the contribution should be attributed to on the memo line of your check. If no year is indicated, it will be applied to the year for which it is received. Contributions made for the prior tax year must be postmarked by the tax filing deadline. Please attribute my IRA/ESA contribution to Tax Year: \_\_\_\_\_.

**PART 4. LOAN OR EXTENSION FUND INFORMATION**

Name of Loan or Extension Fund \_\_\_\_\_  
Contact \_\_\_\_\_ Phone No. \_\_\_\_\_ Email \_\_\_\_\_

**PART 5. INVESTMENT AUTHORIZATION TYPE - SELECT ONE**

Investment Amount \$ \_\_\_\_\_ or ☐ All Funds Available (If allowable by the Loan or Extension Fund)

☐ One-time Purchase (Initial Purchase)  
☐ One-time Additional Purchase into Existing Investment Asset Number \_\_\_\_\_  
☐ Recurring Periodic Purchase into Existing Investment Asset Number \_\_\_\_\_

**NOTE:** Recurring Periodic Purchase authorizations will remain in effect until canceled in writing. Please remember to cancel any related bank drafts at the same time.

**PART 6. INVESTMENT DIRECTIONS - ALL TRANSACTIONS MUST OCCUR WITHIN THE IRA**

The following does not need to be completed if submitted with a subscription agreement or other purchase documentation from the Loan or Extension Fund.

Type of Investment Certificate or Note	Maturity Date	Interest Rate	Other Investment Information	Amount or Percentage of Investment
<input type="checkbox"/>	_____	_____ %	_____	\$ _____
<input type="checkbox"/>	_____	_____ %	_____	\$ _____

Total Investment: \$ \_\_\_\_\_

**PART 7. 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 \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_  
Signature of Account Holder



## PART 8. REGISTRATION INFORMATION

All assets should be registered as follows:

Tax ID: 88-1312583, GoldStar Trust Company Custodian, FBO: <IRA Holder's Full Name>, 701 S. Taylor, LB 110, Amarillo, TX 79101

## PART 9. ACKNOWLEDGMENTS

### I HEREBY ACKNOWLEDGE THAT:

- **Authorization:** GoldStar Trust Company is hereby authorized to release account balance information to representative of the Loan or Extension Fund ("Fund") listed above. I understand that this allows the representatives or successors of the Fund who sold me the investment in my IRA or ESA to know the status of my account. Upon signing of this form, GoldStar may release my account information to the Fund's representative(s) upon request.
- **Release of Liability:** I hereby release and agree to hold harmless GoldStar Trust Company from all liability arising out of the release of all IRA or ESA information.

I direct GoldStar Trust Company ("GoldStar") to execute the purchase of the above-named Investment for the benefit of my self-directed IRA or ESA. I hereby make the following acknowledgments and representations to GoldStar:

- I understand that GoldStar is compensated through administrative fees and cash management fees.
- 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 neither GoldStar nor any employee or agent of GoldStar has selected or recommended any investment any investment for me; and neither GoldStar nor any employee or agent of GoldStar has acted as a broker-dealer or salesperson in completing any purchase or sale of an investment of a security for me.
- 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 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 this investment is not FDIC insured and may lose value. In addition, the investment selected by the undersigned may lack liquidity; may be speculative and involved a high degree of risk; and may result in a complete loss of the investment.
- 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.
- I understand that no transfers, payments, or considerations should ever be made directly between the Account and the IRA Owner or disqualified parties. All deposits to the Account should come from the IRA at GoldStar and withdrawals should be sent directly to GoldStar for the IRA.
- I understand that my IRA assets may never be pledged that GoldStar does not permit short positions, writing options, or margin in the Account.
- I agree that it is my responsibility to review or verify any information about the Bank, investments, or any third party and will monitor the financial strength, continuity, or soundness of the Bank or any other party.

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.