



This form contains important disclosures about your duties and responsibilities with regard to selling 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 FORM APPLIES TO A DIRECT REAL ESTATE PURCHASE ONLY. IF YOU ARE PURCHASING THROUGH YOUR LLC, PLEASE USE THE ALTERNATIVE INVESTMENT DIRECTION.**

### PURPOSE OF THIS FORM

This form is to be used to direct GoldStar to initiate your real estate purchase. This form plus all supporting documents listed below are required, unless not applicable, 3 business days prior to closing:

- Sales Contract and/or Purchase Offer
- Phase 1 Environmental Assessment (if applicable)
- 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: GTCAlternativeInvestments@goldstartrust.com  
By Fax: 806-655-2490  
By Mail: GoldStar Trust Company  
701 S. Taylor, LB 110  
Amarillo, TX 79101

### INSTRUCTIONS AND GUIDELINES

- Open and fund your GoldStar IRA.
- If you are funding your IRA with a Transfer or Rollover, please allow several weeks for processing time.
- The investment may generate Unrelated Business Income Tax (UBIT) in 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 Company  
701 S. Taylor, LB 110  
Amarillo, TX 79101
- Do not sign any documents on behalf of the IRA. All documents must be signed by an authorized GoldStar signer (Tax ID: 88-1312583).
- 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.



**PART 1. GOLDSTAR ACCOUNT OWNER**

Name (First/M/Last) \_\_\_\_\_ Account No. \_\_\_\_\_

Email Address \_\_\_\_\_ Phone No. \_\_\_\_\_

**PART 2. PROPERTY INFORMATION**

Legal Address \_\_\_\_\_

Tax Parcel Number \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Purchase Type: (choose one)

- ☐ New Purchase
- ☐ Transfer In-Kind (provide GoldStar IRA Transfer Request Form)
- ☐ Additional Funding (to add funds for additional percentage of ownership of property already purchased in your GoldStar IRA)

Property Type: (check all that apply)

- ☐ Non-income producing ☐ Income producing
- ☐ Improved property ☐ Unimproved land

My IRA will Own:

- ☐ 100% of the property
- ☐ \_\_\_\_% of the property

**PART 3. DEBT FINANCING\* (if applicable)**

Lender Name \_\_\_\_\_ Loan No. \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Phone No. \_\_\_\_\_

\*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](http://www.IRS.gov) for additional information (see Form 990-T instructions).

**PART 4. CLOSING INFORMATION**

Title Company/Escrow Agent/Attorney \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone No. \_\_\_\_\_

Email Address \_\_\_\_\_ Fax No. \_\_\_\_\_

Expected Closing Date \_\_\_\_\_

**PART 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 No. \_\_\_\_\_

Email Address \_\_\_\_\_ Fax No. \_\_\_\_\_



**PART 6. FUNDING AND FEE INSTRUCTIONS**

Please include instructions for both the Earnest Money Deposit and Final Closing.

Earnest Money Deposit \$ \_\_\_\_\_

☐ Send Funds by Wire *(includes fee)*

☐ Send Funds by GoldStar Check

☐ Send Funds by Cashiers Check *(includes fee)*

☐ Overnight *(includes fee)*

Final Closing Amount \$ \_\_\_\_\_

\* Wire transfer is required for funding final closing unless pre-approved by title company/closing attorney and GoldStar. *(Includes fee)*

☐ Expedited Processing: 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 is applicable.)

How would you like to pay your fees?

☐ Credit Card: I will contact GoldStar Trust Company to pay my fees by credit card.

☐ GoldStar IRA Account: Goldstar will deduct all fees from available funds in your GoldStar IRA Account.

☐ Check: Include a check for the total amount due along with this form Payable to GoldStar Trust Co., FBO (Client name) IRA.

**PART 7. WIRING INSTRUCTIONS** *(required for Final Closing Funds)*

Bank Name \_\_\_\_\_

ABA Routing No. \_\_\_\_\_ Bank Phone No. \_\_\_\_\_

Bank Physical Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Credit Account No. \_\_\_\_\_

For Credit To \_\_\_\_\_ Further Credit To \_\_\_\_\_

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

Make Check Payable To \_\_\_\_\_

For overnight delivery, please provide a physical address. Additional fee applies.

Mail Check To \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Payee Phone No. \_\_\_\_\_



## PART 9. PROHIBITED TRANSACTIONS

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?

*(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.)*

☐ Yes ☐ No

**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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PART 10. 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, Centennial 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.



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](http://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 depreciation 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.

I acknowledge that I am not engaging in prohibited transactions.

## PART 11. AUTHORIZATION AND ACKNOWLEDGMENTS

### IMPORTANT: READ BEFORE SIGNING!

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.

X

Signature of Account Holder

Date (mm/dd/yyyy)