



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 SALE INVESTMENT DIRECTION FORM APPLIES TO A DIRECT REAL ESTATE SALE. IF YOU ARE SELLING REAL ESTATE THROUGH YOUR LLC, PLEASE REFER TO THE ALTERNATIVE INVESTMENT DIRECTION.

PURPOSE OF THIS FORM

This form is to be used to direct GoldStar to complete the sale of real estate held in your IRA. This form is required along with the following supporting documents.

- Warranty Deed
- Preliminary Title Report
- Settlement/Closing Statement
- Any supporting documents
- Purchase Contract

INSTRUCTIONS AND GUIDELINES

- Provide a copy of these instructions to the Title Co./Attorney responsible for closing your sale.
- You are responsible for providing the documents related to the sale of your real estate held in your IRA. Refer to your title company or third party vendor for preparation of all documents.
- Do not sign any documents on behalf of the IRA. All documents must be signed by an authorized GoldStar signer (Tax ID: 88-1312583).
- If your asset is being purchased by an entity, please provide the entity formation documents along with the sale documents.
- If your asset has recurring payments (loan payments, HOA dues, taxes etc.), the client must provide the Payment Authorization Form to cancel the payments. Forward form to: GTCAlternativeInvestments@goldstartrust.com.
- All documents must be marked as Read and Approved by the IRA owner.
- Documents must be provided to GoldStar at least three business days prior to closing for processing time.

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

REMITTANCE INSTRUCTIONS

- If sending funds via wire, please notify GoldStar via email at deposits@goldstartrust.com with deposit details.

Wire To: *(Domestic only)*

Centennial Bank
620 Chestnut, Conway, AR 72032
Routing Number *(US only)*: 082902757
**Please contact GoldStar for international wire instructions*

For Credit To:

GoldStar Trust Company
Retirement Trust Fund Account
Account Number: 6002000773

For Further Credit To:

GoldStar Trust Company
FBO (Client Name) IRA

- If sending funds by check, please mail check and final statement to:

GoldStar Trust Company
701 S Taylor, LB 110, Amarillo, TX 79101
Payable to GoldStar Trust Co.
FBO (Client Name) IRA



PART 1. GOLDSTAR ACCOUNT OWNER

Name (First/M/Last) _____ Account No. _____

Email Address _____ Phone No. _____

PART 2. INVESTMENT INFORMATION

Parcel/Lot/Block Number _____

Property Address _____

City/State/Zip _____

Original Purchase Price \$ _____ Original Percentage of Ownership % _____

Please Choose One:

☐ Full Sale: By choosing this option GoldStar will remove the asset from your IRA upon receipt of the sale proceeds.

Contract Sales Price \$ _____ Approximate Cash to be Received \$ _____

☐ Partial Sale: By choosing this option GoldStar will remove only the value and percentage of ownership specified by the settlement statement.

Contract Sales Price \$ _____ Approximate Cash to be Received \$ _____

New Asset Value \$ _____ New Percentage of Ownership % _____

PART 3. DEBT FINANCING

Lender Name _____ Loan No. _____

Address _____

City/State/Zip _____ Email Address _____

PART 4. CLOSING INFORMATION

Title Company/Escrow Agent/Attorney _____

Contact Name _____ Phone No. _____

Email Address _____ Fax No. _____

Expected Closing Date _____

PART 5. SELLER CLOSING COST

Only applicable if funds are due to escrow.

Amount to be Sent \$ _____ ☐ Wire - Please attach wiring instructions (fees may apply)



PART 6. PAYMENT OF FEES

- ☐ Sale Fee *(Due at time of sale)* ☐ Wire Fee ☐ Overnight Fee ☐ Termination Fee *(This transaction will close my GoldStar Account)*

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.

Fees are due when funds are released to buyer. If no option is chosen, transaction fees will be deducted from uninvested cash balance. Funds will not be released without fees being paid.

PART 7. 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 8. 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 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 will not process this transaction unless the Investment Direction –Sale, 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 - Sale 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.

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.

PART 9. 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)