



# Convertible Note Investment Authorization

**IMPORTANT INFORMATION:**

As Lender, the note should be payable to: Pacific Premier Trust, Custodian, FBO (Client Name), IRA.

The Account Owner is responsible for obtaining a copy of the executed documents for his/her review and records.

Pacific Premier Trust will execute subscription documents in its nominee capacity as a directed custodian/trustee; however, Investor Suitability Standards/Questions (investor accreditation) must be completed and signed by the Account Owner.

All documents that Pacific Premier Trust is asked to sign on behalf of an Account Owner's Retirement Plan must be signed "read and approved" by the Account Owner in advance. ("Retirement Plan" may be substituted for "IRA" where appropriate.)

If you, a family member or another disqualified party (see Prohibited Transaction Disclosure) is an officer of or has an ownership interest in the entity in which you are investing, Pacific Premier Trust reserves the right to require that you obtain an opinion of counsel from an ERISA or tax attorney regarding the matter of Prohibited Transactions. If you have questions, please consult your tax advisor prior to submitting your investment instructions.

\* Indicates required information.

**DOCUMENTS REQUIRED FROM ACCOUNT OWNER:**

Fully completed, signed and dated Convertible Note Investment Authorization Form

Copy of Proposed Note with the Lender's Name on the Note

- Lender's Name on the Note should read Pacific Premier Trust, Custodian, FBO (Client Name), IRA.
- Lender's address should be P.O. BOX 981012, Boston, MA 02298

1 ACCOUNT OWNER INFORMATION	
NAME (FIRST, MI, LAST)*	PACIFIC PREMIER ACCOUNT NO.*
FAX NO.*	HOME PHONE NO.*
EMAIL ADDRESS*	

2 NOTE INFORMATION	
Are you or any family members employed by, receiving compensation from, or affiliated with the company?	Yes No
Funding Deadline (Cannot be guaranteed):*	___/___/___
LOAN AMOUNT* \$	INTEREST RATE* %
MATURITY DATE*	

**CONVERTIBLE INTO:**

Common Stock Preferred Stock



### 3 OFFERING ENTITY INFORMATION

NAME OF OFFERING ENTITY*			
OFFERING ENTITY'S ADDRESS*			OFFERING ENTITY'S PHONE NO.*
CITY*	STATE/PROVINCE*	COUNTRY*	POSTAL CODE*

### 4 FUNDING INSTRUCTIONS

- Please select a funding option.

Check:

PAYEE NAME*			
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTRY*	POSTAL CODE*

Wire:

- Please provide wire instructions below. Submitting incomplete information or attaching instructions separately will delay funding, as additional verification will be needed.

BANK NAME*	ABA NO.*
BANK ACCOUNT NAME*	BANK ACCOUNT NO.
REFERENCE*	

### 5 DOCUMENT FORWARDING INSTRUCTIONS

- Please provide document forwarding instructions if different from check funding instructions.

RECIPIENT NAME*			
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTRY*	POSTAL CODE*

**NOTE:** Documents will be emailed unless otherwise specified.

Regular Mail

Overnight Delivery (charge my Pacific Premier Trust account)

Overnight Delivery (use pre-addressed air bill, included)

Overnight Delivery (send via 3rd party billing): Account No. \_\_\_\_\_

FedEx

UPS


Email to: \_\_\_\_\_



**6 ACKNOWLEDGMENT & SIGNATURE**

1. I understand that I am responsible, and Pacific Premier Trust and its related entities are not responsible, for selecting and reviewing the above investment and for determining the suitability, nature, value, risk, safety and merits of the investment that I authorize Pacific Premier Trust to make for my Account.
2. I verify that I have received and read all pertinent information relating to the investment(s) named herein (i.e. private placement memorandum, purchase agreement, subscription documents, etc.).
3. I acknowledge that no funds will be paid to my Pacific Premier Trust account if an exchange from one asset (existing asset) held in my Pacific Premier Trust account is made to another issued by the same asset sponsor (new asset). I request that Pacific Premier Trust update its records to reflect the conversion/exchange transaction and the new asset into my account. I agree to indemnify and hold Pacific Premier Trust and its related entities, affiliates and successors harmless from any and all claims, damages and losses that may result from such transaction.
4. I understand that distributions or dividends other than cash (i.e. distributions in-kind) paid by this investment are subject to administrative review by Pacific Premier Trust. In the event that an asset paid as part of a distribution/dividend paid-in-kind is determined not to be considered administratively feasible, I may be required to remove the asset from my Pacific Premier Trust account by transfer or distribution.
5. I understand that Pacific Premier Trust and its related entities are not related to or affiliated with the management or selling agent(s) of the investment(s) that I have directed Pacific Premier Trust to purchase for my account. I acknowledge that Pacific Premier Trust has not reviewed, recommended or commented on the investment merits, risks, suitability or management of the asset(s) I have selected and I authorize Pacific Premier Trust to process this transaction. I therefore agree to release, indemnify, defend, and hold Pacific Premier Trust and its related entities harmless from any claims arising out of making such investment. I also understand and agree that Pacific Premier Trust and its related entities will not be responsible to take any action should the investment noted herein become subject to default, including fraud, insolvency, bankruptcy, or other court order or legal process.
6. I understand that Pacific Premier Trust will request confirmation of purchase as part of its role as custodian of my account; I also understand and agree that if the asset sponsor of the investment does not provide documentation to confirm this investment, Pacific Premier Trust may resign as custodian of the asset(s).
7. I agree that any dispute regarding this investment shall be submitted to binding arbitration pursuant to the Commercial Rules of the American Arbitration Association and the terms of the Custodial Agreement. I understand that the prevailing party shall be entitled to recover all legal fees, reasonable costs and expenses and that these shall be in addition to any award of damage or any other relief to which the prevailing party is entitled.
8. **Prohibited Transactions.** I represent that the above investment is not a prohibited transaction, as defined in the Internal Revenue Code and Department of Labor regulations.
9. I acknowledge that this investment is not insured by the FDIC, is not an obligation of or guaranteed by Pacific Premier Trust and is subject to risk, including the possible loss of

- principal.
10. I understand that offshore entities are not organized under the laws of the United States and, most likely, are not subject to U.S. regulations and/or its legal system. I am aware that I am responsible for all legal matters concerning my account, and that Pacific Premier Trust may resign as directed custodian in the event of future legal proceedings.  
  
The asset sponsor of any offshore fund that I may direct Pacific Premier Trust to purchase in my account may require that Pacific Premier Trust provide additional documentation or other information pursuant to the anti-money laundering or other laws applicable to the asset sponsor in the country in which it operates or is domiciled. The particular requirement of each country and each asset sponsor may differ. It is my responsibility to determine these requirements prior to directing that an offshore investment be purchased in my account, and by signing this form, I acknowledge that I have done so.  
  
Additionally, the asset sponsor may impose similar requirements for Pacific Premier Trust related to the processing of this purchase. Pacific Premier Trust's policy is that it will provide a certification of compliance with United States anti-money laundering/anti-terrorism regulations applicable to Pacific Premier Trust. If the asset sponsor requires additional information beyond the certification, Pacific Premier Trust reserves the right to decline to provide such information and to instead characterize the offshore fund investment as no longer administratively feasible. I understand and acknowledge that Pacific Premier Trust and its related entities will not be responsible for any consequences resulting from such determination.
  11. I understand that Pacific Premier Trust must receive annual valuations from the investment sponsor or the investment may be distributed to me at the last reported value (please refer to the Custodial Agreement for more information).
  12. In the case of selecting pre-authorized capital commitments, I additionally acknowledge the following: I pre-authorize Pacific Premier Trust to satisfy any capital commitments pursuant to the investment sponsor's or fund's request. I acknowledge that I am responsible for monitoring the cumulative commitment amount and authorize Pacific Premier Trust to meet capital commitments as requests are received. If I want to cancel this standing authorization, I must contact Pacific Premier Trust via phone as soon as possible. I hereby indemnify Pacific Premier Trust and its affiliates of any legal or financial ramifications that should arise as a result of my instructions to not fund the capital commitment by its deadline. I understand that it is my responsibility to ensure sufficient funds are available in my Account to satisfy any upcoming capital call, and hereby indemnify Pacific Premier Trust and its affiliates of any legal or financial liability that may arise due to a missed capital call because of insufficient funds in my Account.
  13. I agree that this Private Equity Investment Authorization is further subject to all the terms and conditions of the Custodial Agreement.
  14. If I, a family member or another disqualified party (see "Prohibited Transactions" disclosure) am/is an officer of, or has an ownership interest in the entity in which I am investing, Pacific Premier Trust reserves the right to require that I obtain the opinion of counsel from an ERISA or tax attorney regarding the matter of Prohibited Transactions. I understand it is advised to consult my tax advisor prior to submitting my investment instructions.

	ACCOUNT OWNER SIGNATURE*	DATE*
	PRINT NAME*	PACIFIC PREMIER ACCOUNT NO.*
	NAME OF INVESTMENT*	INVESTMENT AMOUNT (OR COMMITMENT AMOUNT, IF APPLICABLE) \$

Pacific Premier Trust performs the duties of an independent custodian of assets for self-directed individual and business retirement accounts and does not provide investment advice, sell investments or offer any tax or legal advice. Clients or potential clients are advised to perform their own due diligence in choosing any investment opportunity as well as selecting any professional to assist them with an investment opportunity. Non-Deposit investment products are not insured by the FDIC; are not deposits or other obligations of, or guaranteed by, the bank or any of its divisions; and are subject to investment risks, including possible loss of the principal amount invested.

**NON-DEPOSIT INVESTMENT PRODUCTS ARE NOT INSURED BY THE FDIC; ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, THE BANK OR ANY OF ITS DIVISIONS; AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.**

<b>Upload forms to:</b> <a href="http://www.PacificPremierTrust.com/upload">www.PacificPremierTrust.com/upload</a>	<b>Send mail to:</b> Pacific Premier Trust Processing Center P.O. BOX 981012 Boston, MA 02298	<b>For express deliveries:</b> FIS - Remittance Processing Loading Dock #2 Attn: Pacific Premier Trust 10 Dan Road Canton, MA 0202	<b>Questions?</b> Call: 800-962-4238  Email: <a href="mailto:investmentoffice@pacificpremiertrust.com">investmentoffice@pacificpremiertrust.com</a>
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