



Secondary Market Investment Authorization

IMPORTANT INFORMATION

Use this form if you are making an alternative investment purchase from another investor. Please complete all information requested, including applicable purchase/sale documents, completed, and signed by Account Owner. Any missing or incomplete information may result in processing delays.

* Indicates required information.

1. ACCOUNT OWNER INFORMATION

ACCOUNT OWNER NAME (FIRST, MI, LAST)*	PACIFIC PREMIER TRUST ACCOUNT NO.*
EMAIL*	PRIMARY PHONE NO.*

I authorize Pacific Premier Bank, through its division, Pacific Premier Trust, as the Custodian to buy/sell the following asset as indicated from/to the party listed below. I certify that I meet the suitability requirements of the investment. I verify that I have received and read all pertinent information regarding the transaction listed below (i.e., prospectus, offering circular, investment agreement, transfer or assignment forms, etc.) and agree to any terms and conditions outlined in the previously mentioned documents. Unless I specify otherwise, the Custodian may release funds prior to receiving confirmation of the re-registration. I understand that it is my responsibility to provide all documents necessary to complete this transaction.

NAME OF INVESTMENT*	
NO. OF UNITS/SHARES*	PRICE PER UNIT/SHARE* \$
CURRENT AMOUNT TO BE FUNDED NOW* %	TOTAL COMMITMENT AMOUNT (IF DIFFERENT FROM INVESTMENT AMOUNT)
PERCENTAGE OF OWNERSHIP AFTER PURCHASE IS COMPLETE*	

If you or a family member are employed by, receive benefit from, or are affiliated with the company, it is your responsibility to consult with a knowledgeable tax advisor to ensure the transaction is not prohibited by Internal Revenue Code Section 4975.

NOTE: If the transaction is being facilitated through a market maker, be sure to include the market maker's name in the appropriate section.

2. BUYER/SELLER INFORMATION

Pacific Premier Trust Account Owner?* ☐ Yes ☐ No

SELLER'S NAME

NOTE: It is customary for the seller to pay any "re-registration fees" the investment sponsor may require, and Pacific Premier Trust will deduct such charges from the seller's account (if applicable) unless otherwise notified. If the seller is a Pacific Premier Trust Account Owner, the sale proceeds will be deposited directly into the Pacific Premier Trust account.

ACCOUNT OWNER NAME (FIRST, MI, LAST)*	PACIFIC PREMIER TRUST ACCOUNT NO.*		
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTY	POSTAL CODE*



2. BUYER/SELLER INFORMATION (CONTINUED)

Pacific Premier Trust Account Owner?* ☐ Yes ☐ No

BUYER'S NAME

ACCOUNT OWNER NAME (FIRST, MI, LAST)*

PACIFIC PREMIER TRUST ACCOUNT NO.*

MAILING ADDRESS*

CITY*

STATE/PROVINCE*

COUNTY

POSTAL CODE*

SPECIAL COMMISSION INSTRUCTIONS*

3. FUNDING INSTRUCTIONS

☐ Check:

PAYEE NAME*

MAILING ADDRESS*

CITY*

STATE/PROVINCE*

COUNTY

POSTAL CODE*

☐ Wire:

BANK NAME*

ABA NO.*

BANK ACCOUNT NAME*

BANK ACCOUNT NO.*

REFERENCE*

4. PRE-AUTHORIZED PAYMENTS FOR CAPITAL COMMITMENTS (FOR DRAW DOWN FUNDS ONLY)

☐ I authorize Pacific Premier Trust to fund capital calls based on my total commitment as outlined in the applicable purchase documents for the above referenced investment. Note: The account owner is responsible for monitoring the cumulative commitment amount and is authorizing Pacific Premier Trust to meet capital commitments as requests are received.

5. DOCUMENT FORWARDING INSTRUCTIONS

RECIPIENT NAME*

MAILING ADDRESS*

CITY*

STATE/PROVINCE*

COUNTY

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. ACKNOWLEDGEMENT & 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 Pacific Premier Trust Account ("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.). I also verify that I agree to be bound by the terms of the Custodial Account Agreement, which I agreed to together with Pacific Premier Bank, through its division, Pacific Premier Trust, as the custodian of record. I acknowledge that the terms of the Custodial Agreement are incorporated herein by reference, except that where the terms of this Secondary Market Investment Authorization conflict with the terms of the Custodial Agreement, the terms of this Secondary Market Investment Authorization shall control.
3. I acknowledge that no funds will be paid to my Account if an exchange from one asset (existing asset) held in my 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 Account by transfer or distribution which may be a tax reportable event.
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) purchased 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 including any damages, fees, costs or expenses arising therefrom. I also understand and agree that Pacific Premier Trust and its related entities will not be responsible to take any action, or have any other obligation or liability, 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), which may be a tax reportable event.
7. I agree that any dispute regarding this investment shall be handled pursuant to 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 Section 4975, If I, a family member or another disqualified person am/is an officer of, or has an ownership interest in the entity in which I am investing, I represent that I have consulted my tax advisor prior to submitting my investment instructions.
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.

Pacific Premier Trust shall direct all purchase and liquidation instructions as well as all questions concerning valuation of the investment offering to the company's Investment Advisor or Fund Manager located in the United States.

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 authorize Pacific Premier Trust to fund any capital commitments pursuant to the investment sponsor's or fund's request. An investor's liability is limited to his or her cash investment (including amounts subscribed for but not yet paid). 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 from any legal or financial liability, including any damages, fees, costs or expenses, that 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 from any legal or financial liability including any damages, fees, costs or expenses arising therefrom that may arise due to a missed capital call because of insufficient funds in my Account.
13. I agree that this Secondary Market Investment Authorization is further subject to all the terms and conditions of the Custodial Agreement.

SIGNATURES REQUIRED ON NEXT PAGE



6. ACKNOWLEDGMENT & SIGNATURE (CONTINUED)

	ACCOUNT OWNER/AUTHORIZED SIGNER SIGNATURE*	DATE*
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PRINT NAME*	PACIFIC PREMIER TRUST ACCOUNT NO.*
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NAME OF INVESTMENT*	INVESTMENT AMOUNT (OR COMMITMENT AMOUNT, IF APPLICABLE)* \$
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	3RD PARTY BUYER/SELLER SIGNATURE (ONLY REQUIRED IF NOT ACCOMPANIED BY FULLY EXECUTED PURCHASE/SALE AGREEMENT)	DATE
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PRINT NAME	ACCOUNT NO.
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NAME OF INVESTMENT	INVESTMENT AMOUNT (OR COMMITMENT AMOUNT, IF APPLICABLE) \$
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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.

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Processing Center
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Denver, CO 80202

Questions?
Call 800.962.4238

