



# Convertible Note Investment Checklist

## REQUIRED DOCUMENTS

Proposed Convertible Note (Fully completed with Pacific Premier vesting and signed by investor)

Offering Materials (e.g. PPM, Prospectus, Offering Memorandum, etc.)

Operating Documents for the company may replace Offering Materials when there are no formal Offering Materials.

Note Purchase Agreement - if applicable

Certificate of Good Standing

Convertible Note Investment Authorization

**Note:** "Confirmation of Receipt" is required for every investment to confirm the asset is registered in the correct name and amount of shares or equity.

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.**





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.

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 1801 California St., Suite 800, Denver, CO 80202

\* Indicates required information.

1. ACCOUNT OWNER INFORMATION

Form with fields: NAME (FIRST, MI, LAST)\*, PACIFIC PREMIER TRUST ACCOUNT NO.\*, MAIN CONTACT NUMBER\*, EMAIL ADDRESS\*

I confirm that I am not an officer, director, or employee (past or present) of the entity and/or borrower nor am I related to any officer or director of the entity and/or borrower (or affiliates.)

I confirm that I am an officer, director, or employee (past or present) of the entity and/or borrower. I attest to the following:

- Yes No An officer, director, or employee owning direct or indirectly 50% or more of combined voting power of all classes of stock of the total value of shares available to investors.
Yes No A family member of an officer, director, or employee. (Disqualified party)
Yes No An officer or director owning 10% or more, receiving compensation or benefits.

NOTE: Disqualified persons for your IRA own over 50% of a company, are the CEO, are an officer/director, or employees that own over 10% and are highly compensated can all be disqualified. If other disqualified people, such as your children or spouse, own parts of the company, this counts in addition to your ownership towards the 50% threshold. For example, if you owned 15% of a friend's company and your children owned another 40%, that company and certain key persons would be disqualified from doing business with or receiving funds from your IRA.



## 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

PERCENTAGE OF OWNERSHIP*
%

## 3. COMPANY (ISSUER) CONTACT INFORMATION

COMPANY CONTACT NAME*			
PHONE NUMBER*		EMAIL ADDRESS*	
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTY*	POSTAL CODE*

## 4. FUNDING INSTRUCTIONS

- Please select a funding option (Check or Wire):

Check:

PAYEE NAME*			
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTY*	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.*
BANK ADDRESS*	
REFERENCE*	



**5. ACKNOWLEDGMENT & SIGNATURE**

1. I understand, acknowledge and agree 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 and direct 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 verify that (i) I am capable of evaluating the investment characteristics and risks of the investment independently, or have relied on an investment professional with knowledge and experience related to investments of the type described above; and (ii) I am not relying on the Custodian for any advice or recommendation in evaluating the investment. 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 Convertible Note Investment Authorization conflict with the terms of the Custodial Agreement, the terms of this Convertible Note Investment Authorization shall control.
3. If an exchange from one asset (existing asset) held in my Account is made to another asset issued by the same asset sponsor (new asset), I understand, acknowledge and agree that the asset sponsor will not remit any funds to my Account for the existing asset. I authorize and direct Pacific Premier Trust to update its records to reflect the conversion/exchange transaction of the new asset into my Account.
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 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) 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 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 necessary to confirm this investment, Pacific Premier Trust may resign as custodian of the asset(s) which may be a tax reportable event.
7. **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.
8. 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.
9. I understand that offshore entities are not organized under the laws of the United States and, most likely, are not subject to U.S. law or regulation and/or the U.S. 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 issuer of the investment'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.
10. I acknowledge that I have received, understand, and agree to Pacific Premier Trust's Valuation Reporting Policy as outlined in the Custodial Agreement. 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.
11. 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 with respect to the investment and authorize Pacific Premier Trust to meet capital commitments as requests are received. I understand, acknowledge and agree that if I want to cancel this standing authorization, I must contact Pacific Premier Trust via phone as soon as possible. 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.
12. I understand, acknowledge and 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.
13. I agree to release, indemnify, defend, and hold Pacific Premier Trust and its related entities harmless from any claims arising out of processing this investment authorization including any damages, fees (including legal fees), costs or expenses arising therefrom.

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

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Email to: [alternativeinvestments@pacificpremiertrust.com](mailto:alternativeinvestments@pacificpremiertrust.com)  
 Fax to: 303.614.7051

Send mail to:  
 Pacific Premier Trust  
 Processing Center  
 1801 California St., Suite 800  
 Denver, CO 80202

Questions?  
 Call 800.962.4238

