



# Secondary Market Investment Checklist

## REQUIRED DOCUMENTS

Certificate of Good Standing

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.

Purchase/Transfer (of registration) documents (signed by Buyer, Seller, and Third Party)

—OR—

Secondary Market 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.**





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.

I am the: Buyer Seller

\* Indicates required information.

1. ACCOUNT OWNER INFORMATION
NAME (FIRST, MI, LAST)\* PACIFIC PREMIER TRUST ACCOUNT NO.\*
EMAIL ADDRESS\* 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\* %

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.

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      Buyer

**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*

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

## 3. 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*	



**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.

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

**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. 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 Secondary Market Investment Authorization conflict with the terms of the Custodial Agreement, the terms of this Secondary Market 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/AUTHORIZED SIGNER SIGNATURE*	DATE*
PRINT NAME*	PACIFIC PREMIER TRUST ACCOUNT NO.*
NAME OF INVESTMENT*	INVESTMENT AMOUNT (OR COMMITMENT AMOUNT, IF APPLICABLE) \$

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 Fax to: 303.614.7051

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 Processing Center  
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 Denver, CO 80202

Questions?  
 Call 800.962.4238

