

## **Subscription Agreement (Pursuant to Regulation D, Rule 506(c) – For Verified Accredited Investors Only)**

This Subscription Agreement ("Agreement") is made as of \_\_\_\_\_ by and between Apex Centinel, a business trust organized under the laws of the State of California (the "Trust"), and the undersigned subscriber ("Subscriber").

### **1. Subscription**

The Subscriber hereby subscribes for and agrees to purchase the number of Class A Common Shares (the "Shares") of the Trust set forth on the signature page hereto, at a purchase price of \$5,000 USD per Share, pursuant to the Confidential Private Offering Memorandum ("PPM") dated May 7, 2025.

The Subscriber understands that:

- The minimum subscription is one (1) Share for \$5,000 USD
- Institutional investors may be offered 500 Shares for \$2,000,000 USD as a strategic anchor investment
- The Trust may sell up to 40,000 Shares in total

### **Convertible Note / SAFE Option:**

The Trust may, in its sole discretion, fulfill this subscription through the issuance of a Convertible Promissory Note or a SAFE Agreement. If selected, the Subscriber agrees to accept either instrument in lieu of direct equity, with the following terms:

- Convertible Note: 8% interest, 24-month maturity, 20% discount or \$2M cap
- SAFE: No maturity or interest, converts at same 20% discount or \$2M cap

Terms and instrument selection will be documented in a separate Convertible Note or SAFE Agreement delivered upon acceptance.

### **2. Payment Requirements**

To complete this subscription, the Subscriber must provide:

- (a) A signed copy of this Subscription Agreement
- (b) A completed Investor Questionnaire
- (c) Documentation verifying accredited investor status
- (d) Payment in full via wire transfer to the Trust's designated escrow account

### **3. Acceptance of Subscription**

The Subscriber understands and agrees that the Trust may accept or reject any subscription for any reason. A subscription becomes binding only once accepted in writing by the Trustee.

### **4. Representations and Warranties of the Subscriber**

By signing this Agreement, the Subscriber represents that they are a verified accredited investor and will abide by the terms and transfer restrictions set forth in the PPM and related documents.

### **5. Convertible/SAFE Acknowledgment**

The Subscriber acknowledges and agrees that their investment may be allocated via a Convertible Promissory Note or a SAFE Agreement. The Subscriber confirms receipt and review of the applicable instrument and understands the associated terms, risks, and conversion mechanics.

## **6. Governing Law**

This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of the date written below.

### **SUBSCRIBER:**

Name: \_\_\_\_\_

Entity (if applicable): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Number of Shares Subscribed: \_\_\_\_\_

Total Purchase Price (@ \$5,000/share): \$\_\_\_\_\_

Accepted by Apex Centinel:

By: \_\_\_\_\_

Name: James Polk

Title: Trustee

Date: \_\_\_\_\_