

## **Convertible Promissory Note for Bitcoin Miner Investment Pool**

This Convertible Promissory Note (the 'Note') is made as of \_\_\_\_\_, by and between Apex Centinel, a CA Business Trust ('Company'), and \_\_\_\_\_ ('Investor').

### **1. Principal and Interest**

The Investor hereby loans to the Company the principal sum of \$\_\_\_\_\_ (the 'Principal'), with interest at 8% per annum.

### **2. Maturity Date**

The outstanding Principal and accrued interest shall become due and payable upon the earliest of:

- 24 months from the date hereof
- A Qualified Equity Financing (minimum raise of \$300,000)
- A Change of Control or liquidation.

### **3. Conversion**

Upon a Qualified Equity Financing, the outstanding balance shall convert into preferred equity at a 20% discount or a Valuation Cap of \$2,000,000, whichever is more favorable to the Investor.

### **4. Use of Proceeds**

The Company agrees to use the proceeds exclusively for the purchase, hosting, and operation of Bitcoin miners, including infrastructure, energy costs, and supporting systems.

### **5. Broker Compensation Terms**

Broker-dealers introducing investor capital shall receive:

- 10% commission on standard investments below 500 shares
- 15% commission on institutional placements of 500 shares (\$2M) or more

### **6. Governing Law**

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

IN WITNESS WHEREOF, the parties have executed this Note as of the date first above written.

\_\_\_\_\_, James Polk, Trustee of Apex Centinel  
\_\_\_\_\_, Investor

## **SAFE (Simple Agreement for Future Equity) – Bitcoin Miner Investment Pool**

This SAFE is made as of \_\_\_\_\_ by and between Apex Centinel ('Company') and \_\_\_\_\_ ('Investor').

### **1. Amount and Purpose**

Investor will provide \$\_\_\_\_\_ to the Company, to be used exclusively for:

- The purchase, setup, and operation of Bitcoin mining hardware

- Facilities and infrastructure
- Related hosting and energy costs

## **2. Conversion Trigger**

Upon a future equity financing, the amount will convert into shares at a 20% discount or a Valuation Cap of \$2,000,000, whichever is more favorable.

## **3. No Interest or Maturity**

This SAFE does not accrue interest and has no set maturity date.

## **4. Broker Compensation Terms**

Broker-dealers introducing investor capital shall receive:

- 10% commission on investments under 500 shares
- 15% commission for portfolio purchases of 500+ shares (\$2M+)

## **5. Governing Law**

This SAFE is governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written above.

\_\_\_\_\_ James Polk, Trustee of Apex Centinel  
\_\_\_\_\_, Investor