

## Subscription Agreement

<p><b>Please return subscription and checks to:</b></p> <p>Triton Pacific Investment Corporation, Inc.  c/o Phoenix American Financial Services, Inc.  2401 Kerner Blvd  San Rafael, CA 94901</p> <p><b>Checks should be made payable to:</b>  Phoenix American Financial Services, Inc. as  Trustee for Triton Investment</p> <p><b>* If custodial held account, please send all  paperwork directly to custodian for sign off.</b></p> <p><b>All non-custodial held account paperwork can be faxed  to Phoenix American Financial Services, Inc at:  415-485-4553</b></p>	<p><b>Wires to:</b>  Bank of the West  ABA Routing: 121100782  Account: 046489662  Walnut Creek, CA</p>
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The undersigned investor(s) (the “Investor(s)”) hereby tenders this subscription and applies for the purchase of the dollar amount of shares of common stock (the “Shares”) of Triton Pacific Investment Corporation, Inc. a Maryland corporation (the “Company”) set forth below:

### I. Investment Information (Choose One)

Amount of Investment      \$ \_\_\_\_\_

Initial Investment (Minimum \$5000)                     
 Additional Investment (Minimum \$500)

Shares are being purchased net of commissions\*

\* Eligible employees of the Company, affiliated registered representatives, or pursuant to a wrap fee arrangement.

Type of Investment (select only one) – Mark the appropriate box determined by agreement on file with Triton Pacific Securities, LLC

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- CLASS A SHARE** See prospectus for additional information.
- CLASS T SHARE (Trail)** See prospectus for additional information.

Type of Ownership (select only one)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> <b>Individual Account</b>                                      | <input type="checkbox"/> <b>Retirement Plans</b>  | <input type="checkbox"/> <b>Joint Tenants</b>                           |
| <input type="checkbox"/> <b>Uniform Gift/Transfer to Minors (UGMA/UTMA) State _____</b> | <input type="checkbox"/> <b>Qualified Pension or Profit Sharing Plan</b><br><i>(include plan documents)</i>                                     | <input type="checkbox"/> <b>Joint Tenant with Right of Survivorship</b> |
| <input type="checkbox"/> <b>Other</b> <i>(include authorizing documentation)</i>        | <input type="checkbox"/> <b>Corporation, Partnership, Trust, Association, Company or other entity</b><br><i>(include authorizing documents)</i> | <input type="checkbox"/> <b>Tenants in Common</b>                       |
| _____   |   | <input type="checkbox"/> <b>Tenants by Entirety</b>                     |
| _____   |   | <input type="checkbox"/> <b>Community Property</b>                      |
- (Specify)

**Custodial Ownership**

- |  |  |
|--|--|
| <input type="checkbox"/> <b>IRA</b>          | <input type="checkbox"/> <b>Keogh</b>                  |
| <input type="checkbox"/> <b>Rollover IRA</b> | <input type="checkbox"/> <b>401 K Plan</b>             |
| <input type="checkbox"/> <b>Roth IRA</b>     | <input type="checkbox"/> <b>Other</b> <i>(specify)</i> |
| <input type="checkbox"/> <b>SEP IRA</b>      | _____  |

**Custodians must fill out additional custodian information in section 4a. Owner and custodian signature required.**

**Custodian Information:** Complete this section if this is an IRA or the custodial account. Changes to custodial distribution information can only be made by the custodian firm.

Name of Firm (Bank, Brokerage, Custodian)		TAX ID	
Account Name		Account Number	
Address		Telephone	
City, State, Zip Code		Alternative Telephone	
Fax		E-mail	

## 2. Investor(s) Information (Beneficial owner in whose name shares are to be registered.)

_____ Name of Primary Investor (Investor/Trust)	_____ SS/Tax ID #	_____ Date of Birth	_____ Citizenship (if non-US)
_____ Name of Secondary Investor (Investor/Trust)/ Minor (UGMA/UTMA)	_____ SS/Tax ID #	_____ Date of Birth	_____ Citizenship (if non-US)
_____ Name of Third Investor (Investor/Trust)	_____ SS/Tax ID #	_____ Date of Birth	_____ Citizenship (if non-US)

\_\_\_\_\_  
Primary Address

_____ City, State, Zip Code	_____ Primary Telephone
_____ Primary Contact / Authorized Signatory	_____ Alternative Telephone
_____ E-mail	_____ Fax

### **Mailing Address (if different)/Secondary Investor Contact**

Check for duplicate copies to be sent

\_\_\_\_\_  
Primary Address Suite

_____ City, State, Zip Code	_____ Primary Telephone
_____ Secondary Contact / Authorized Signatory	_____ Alternative Telephone
_____ E-mail	_____ Fax

### 3. Distribution Information

Please send distributions by:

<input type="checkbox"/> <b>Initials</b> I choose to participate in the Triton Pacific Investment Corporation's Dividend Reinvestment Plan and agree to abide by its terms.			
<input type="checkbox"/> <b>Initials</b> Check to my address in Section 2:  <input type="checkbox"/> <b>Primary</b> <input type="checkbox"/> <b>Secondary</b>  <input type="checkbox"/> <b>Initials</b> Check to Custodial Account (IRA, Etc.) <i>(complete section 4a on the following page)</i>	<input type="checkbox"/> <b>Initials</b> <b>ACH (Direct Deposit) to Financial Institution</b> <i>(Please attach a pre-printed voided check and complete section below)</i>  <input type="checkbox"/> <b>Initials</b> <b>Send check to Financial Institution below</b>		
<b>Financial Institution</b>	<b>ABA</b>	<b>Address</b>	
<b>Account Name</b>	<b>Account Number</b>	<b>City, State</b>	<b>Zip Code</b>

### 4. Electronic Delivery of Documents

**Initials** - In lieu of receiving documents by mail, I authorize Triton Pacific Investment Corporation, Inc. to make available on its website at [www.tritonpacificpe.com](http://www.tritonpacificpe.com) its quarterly reports, annual reports, proxy statements, prospectus supplements or other reports required to be delivered to me, as well as any investment or marketing updates, and to notify me via email when such reports or updates are available. Any investor who elects this option must provide an email address in Section 3 above.

### 5. Signatures

Please carefully read and separately initial each of the representations below. In case of joint investors, each must initial. Except in the case of fiduciary accounts, you may not grant any person power of attorney to make such representations on your behalf.

**In order to induce the company to accept this subscription, I (we) hereby represent and warrant that:**

	<b>Beneficial Owner</b>	<b>Joint Owner</b>
(a) At least five days prior to signing this prospectus I (we) have received the final Prospectus for the Company relating to the Shares, where the terms and conditions of the offering are described;	<b>Initials</b> _____	<b>Initials</b> _____
(b) I (we) certify that I (we) have (i) a net worth (exclusive of home, home furnishings and automobiles) of \$250,000 or more; or (ii) a net worth (exclusive of home, home furnishings and automobiles) of at least \$70,000 and had during the last tax year or estimate that I (we) will have during the current tax year a minimum of \$70,000 annual gross income; or (iii) I am (we are) a resident of Alabama, Arizona, California, Idaho, Iowa, Kansas, Kentucky, Maine, Massachusetts, Michigan, Nebraska, New Jersey, New Mexico, North Dakota, Oklahoma, Oregon, Tennessee or Texas and I meet the higher suitability requirements imposed by my state of primary residence as set forth in the Prospectus under "Suitability Standards".	<b>Initials</b> _____	<b>Initials</b> _____

- |   |                       |                       |
|---|-----------------------|-----------------------|
| (c) I am (we are) purchasing Shares for my (our) own account.   | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (d) I (we) acknowledge that the Shares are not liquid there is no public markets for the Shares, and I (we) may not be able to sell the Shares  | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (e) If I am (we are) a resident of <b>Alabama</b> , in addition to the general suitability standards, I (we) certify that I (we) have a liquid net worth of at least 10 times my (our) investment in the Company and its affiliates.  | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (f) If I am (we are) a resident of <b>California</b> , I (we) certify that I (we) have either: (i) a liquid net worth of \$75,000 and annual gross income \$150,000 or (ii) a liquid net worth of at least \$350,000. Additionally, my (our) total investment in the company does not exceed 10% of my (our) net worth.   | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (g) If I am (we are) a resident of <b>Idaho</b> , I (we) certify that I (we) have either: (i) a liquid net worth of \$85,000 and annual gross income of \$85,000 or (ii) a liquid net worth of at least \$300,000. Additionally, my (our) total investment in the company does not exceed 10% of my (our) liquid net worth (as defined as cash plus cash equivalents).  | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (h) If I am (we are) a resident of <b>Iowa</b> , I (we) certify that my (our) investment in the Company does not exceed 10% of my (our) liquid net worth For this purpose, "liquid net worth" is defined as that portion of net worth that consists of cash, cash equivalents and readily marketable securities.  | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (i) If I am (we are) a resident of <b>Kansas</b> , I (we) hereby acknowledge that the office of the Kansas Securities Commissioner recommends that I (we) limit my (our) aggregate investment in the company and other similar investments to not more than 10% of my (our) liquid net worth. Liquid net worth is that portion of your total net worth (assets minus liabilities) that is comprised of cash, cash equivalents and readily marketable securities.  | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (j) If I am (we are) a resident of <b>Kentucky</b> , I (we) certify that I (we) have either: (i) a liquid net worth of \$85,000 and annual gross income of \$85,000 or (ii) a liquid net worth of \$300,000. Additionally, my (our) total investment in the company does not exceed 10% of my (our) liquid net worth.   | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (k) If I am (we are) a resident of <b>Maine</b> , I (we) certify that my (our) investment in the Company does not exceed 10% of my (our) liquid net worth   | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (l) If I am (we are) a resident of <b>Massachusetts</b> , I (we) certify that I (we) will limit our investment in the Company together with investments in other business development companies and direct participation investments to a maximum of 10% of my (our) liquid net worth.  | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (m) If I am (we are) a resident of <b>Michigan</b> , I (we) certify that I (we) will limit our investment in the Company to a maximum of 10% of my (our) net worth.   | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (n) If I am (we are) a resident of <b>Nebraska</b> , I (we) certify that I (we) have either: (i) an annual gross income of at least \$100,000 and a net worth of at least \$350,000 or (ii) a net worth of at least \$500,000. Additionally, I (we) will not invest more than 10% of my (our) net worth in the Company, excluding the value of my (our) home, home furnishings or automobiles.  | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (o) If I am (we are) a resident of New Jersey must and have either: (i) a minimum liquid net worth of at least \$100,000 and minimum annual gross income of at least \$100,00, or (ii) a minimum liquid net worth of \$350,000. For these purposes, "liquid net worth" is defined as that portion of net worth (total assets exclusive of home, home furnishings and automobiles, minus total liabilities) that consists of cash, cash equivalents and readily marketable securities. Additionally, my (our) total investment in the Company, the shares of any of our affiliates and other direct participation investments shall not exceed 10% of my (our) liquid net worth. | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (p) If I am (we are) a resident of <b>New Mexico</b> , I (we) certify that my (our) investment in the Company as well as my (our) investments in any of the Company's affiliates or any other business development companies will not, collectively, exceed 10% of my (our) liquid net worth.   | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (q) If I am (we are) a resident of <b>North Dakota</b> , I (we) certify that my (our) investment in the Company will not exceed 10% of my (our) net worth.  | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (r) If I am (we are) a resident of <b>Oklahoma</b> , I (we) certify that I (we) have either: (i) a minimum annual gross income of \$100,000 and a minimum net worth of \$100,000 or (ii) a minimum net worth of \$250,000, exclusive of home, home furnishings and automobile, irrespective of gross annual income. Additionally, I (we) certify that my (our) investment in the Company will not exceed 10% of my (our) net worth (not including home, home furnishings and automobiles).  | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (s) If I am (we are) a resident of <b>Oregon</b> , I (we) certify that my (our) investment in the Company will not exceed 10% of my (our) net worth.  | <b>Initials</b> _____ | <b>Initials</b> _____ |
| (t) If I am (we are) a resident of <b>Tennessee</b> , I (we) certify that I (we) have either: (i) a minimum annual gross income of \$100,000 and a minimum net worth of \$100,000 or (ii) a minimum net worth of \$250,000, exclusive of home, home furnishings and automobile. Additionally, my (our) investment in the Company will not exceed 10% of my (our) liquid net worth.  | <b>Initials</b> _____ | <b>Initials</b> _____ |

(u) If I am (we are) a resident of **Texas**, I (we) certify that I (we) have either: (i) a minimum annual gross income of \$100,000 and a minimum net worth of \$100,000 or (ii) a minimum net worth of \$250,000, exclusive of home, home furnishings and automobile, irrespective of gross annual income. Additionally, my (our) investment in the Company will not exceed 10% of my (our) liquid net worth. **Initials** \_\_\_\_\_ **Initials** \_\_\_\_\_

**For Ohio Residents** – The state of Ohio provides that it shall be unsuitable for an Ohio investor's aggregate investment in our shares, the shares of any of our affiliates and in other non-traded business development companies to exceed ten percent (10%) of his, her, or its liquid net worth. "Liquid net worth" shall be defined as that portion of net worth (total assets exclusive of primary residence, home furnishings, and automobiles *minus* total liabilities) that is comprised of cash, cash equivalents and readily marketable securities.

**[continued on following page]**

## 6. Signatures (cont'd)

### **SUBSTITUTE IRS W-9 CERTIFICATION**

Under penalty of perjury, Investor(s) certifies that:

1. Investor(s) has (have) provided the correct taxpayer identification number (or Investor is waiting for a number to be issued to Investor), and
2. Investor(s) is (are) not subject to backup withholding because: (a) Investor(s) is (are) exempt from backup withholding, or (b) Investor(s) has (have) not been notified by the Internal Revenue Service (IRS) that Investor(s) is (are) subject to backup withholdings as a result of a failure to report all interest or dividends, or (c) the IRS has notified Investor(s) that Investor(s) is (are) no longer subject to backup withholding, and
3. Investor(s) is (are) a U.S. person(s) (including a U.S. resident alien).

**NOTE: Investor(s) must cross out item (2) above if Investor(s) has (have) been notified by the IRS that they are currently subject to backup withholding because they have failed to report all interest and dividends on their tax return.**

By signing below, you hereby acknowledge and agree that subscriptions may be rejected in whole or in part by the Company in its sole and absolute discretion and that you have not purchased Shares in the Company until the Company has accepted your subscription. You will receive a confirmation of your purchase, subject to acceptance by the Company, within 30 days from the date your subscription is received, and that the sale of Shares pursuant to this subscription agreement will not be effective until at least five business days after the date you have received a final Prospectus. Residents of the States of Maine, Massachusetts, Minnesota, Missouri, Nebraska and Ohio who first received the Prospectus only at the time of subscription may receive a refund of the subscription amount upon request to the Company within five business days of the date of subscription.

You hereby acknowledge that the assignability and transferability of the Shares is restricted and governed by the terms of the Prospectus; and you should not invest in the Shares unless you have an adequate means of providing for your current needs and personal contingencies and have no need for liquidity in this investment.

The Company is required by law to obtain, verify and record certain personal information from you or persons on your behalf in order to establish the account. Required information includes name, date of birth, permanent residential address and social security/taxpayer identification number. We may also ask to see other identifying documents. If you do not provide the information, the Company may not be able to open your account. By signing the Subscription Agreement, you agree to provide this information and confirm that this information is true and correct. You further agree that the Company may discuss your personal information and your investment in the Shares at any time with entities that assist in providing account maintenance or customer service to the Company and with your then current financial advisor. If we are unable to verify your identity, or that of another person(s) authorized to act on your behalf, or if we believe we have identified potentially criminal activity, we reserve the right to take action as we deem appropriate which may include closing your account.

**[Signatures on following pages]**

**By signing below, you also acknowledge:**

- You should not expect to be able to resell your shares regardless of how we perform.
- If you are able to sell your shares, you are likely to receive less than your purchase price.
- We currently intend to seek a listing of our shares on a national securities exchange between five and seven years following the completion of this offering, or, if we believe that market conditions are then not suited for a listing, we will attempt to complete an alternative liquidity event. Accordingly, you may be unable to sell your shares prior to at least 2018.
- There can be no assurance, however, that we will be able to obtain a listing or complete a liquidity event within such time frame. Should we not be able to do so within seven years following the completion of this offering, subject to the authority of our independent directors or the rights of the stockholders to postpone liquidation, we will cease to make investments in new portfolio companies and will begin the orderly liquidation of our assets.
- If we list our shares, they may trade below our net asset value per share, as is common with publicly-traded closed-end funds.
- An investment in our shares is not suitable for all investors, particularly investors who require short or medium term liquidity. See “Suitability Standards”, “Share Repurchase Program” and “Liquidity Strategy” in the Prospectus.
- We have implemented a share repurchase program, which the Company may suspend at any time. Only a limited number of shares will be eligible for repurchase at a 10% discount to the then current offering price.
- For a significant time after the commencement of our offering, a substantial portion of our distributions may result from expense reimbursements from our Advisor, which are subject to repayment by us. You should understand that any such distributions are not based on our investment performance, and can only be sustained if we achieve positive investment performance in future periods and/or our Advisor continues to make such expense reimbursements. You should also understand that our future repayments may reduce the distributions that you would otherwise receive.

**IN WITNESS WHEREOF**, the undersigned does hereby execute this Subscription Agreement.

**The Internal Revenue Service does not require consent to any provision of this document other than the certifications required to avoid backup withholding.**

_____ Print Name Primary Owner (authorized signatory)	_____ Signature	_____ Title (if applicable)	_____ Date
_____ Print Name Secondary Owner (authorized signatory)	_____ Signature (if applicable)	_____ Title (if applicable)	_____ Date
_____ Custodian Signature (if applicable)			





## **APPENDIX A TO SUBSCRIPTION AGREEMENT**

### **NOTICE TO STOCKHOLDER OF ISSUANCE OF UNCERTIFICATED SHARES OF COMMON STOCK**

#### **Containing the Information Required by Section 2-211 of the Maryland General Corporation Law**

To: Stockholder

From: Triton Pacific Investment Corporation, Inc.

#### **Shares of Common Stock, \$0.001 par value per share**

Triton Pacific Investment Corporation, Inc., a Maryland corporation (the "Corporation"), is issuing to you, subject to acceptance by the Corporation, the number of shares of its common stock (the "Shares") that correspond to the dollar amount of your subscription as set forth in your subscription agreement with the Corporation. The Shares do not have physical certificates. Instead, the Shares are recorded on the books and records of the Corporation, and this notice is given to you of certain information relating to the Shares. All capitalized terms not defined herein have the meanings set forth in the Corporation's Charter, as the same may be amended from time to time, a copy of which, including the restrictions on transfer and ownership, will be furnished to each holder of Shares of the Corporation on request and without charge. Requests for such a copy may be directed to the Secretary of the Corporation at its principal office.

The Corporation has the authority to issue shares of stock of more than one class. Upon the request of any stockholder, and without charge, the Corporation will furnish a full statement of the information required by Section 2-211 of the Maryland General Corporation Law with respect to certain restrictions on ownership and transferability, the designations and any preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption of the shares of each class of stock which the Corporation has authority to issue, the differences in the relative rights and preferences between the shares of each series to the extent set, and the authority of the Board of Directors to set such rights and preferences of subsequent series. Such requests must be made to the Secretary of the Corporation at its principal office.