



# Solo(K) Family Controlled Companies Investment Authorization: Checklist

## IMPORTANT INFORMATION:

These guidelines define the information required from investment issuers (Sponsors) for Pacific Premier Trust to review and consider their investment offering for acceptance by Pacific Premier Trust. "Acceptance" means that the investment meets Pacific Premier Trust's existing system requirements and procedures and that Pacific Premier Trust will hold the investment in its custodial Accounts.

**NOTE:** Acceptance does not imply that Pacific Premier Trust endorses, promotes, approves, performs due diligence on, qualifies, certifies, sponsors, or in any other manner suggest that the issuer's investment is endorsed or recommended for investment, nor does it guarantee or constitute a representation that the investment complies with any applicable law or will not result in tax consequences to any person. Pacific Premier Trust has no responsibility for determining the necessity or advisability of, or arranging for, advising on, or monitoring, the issuer's or the investment's registration, reporting, or other compliance with any applicable law or regulatory provision (other than that as may be imposed on Pacific Premier Trust under Internal Revenue Code Section 408); such will be the sole responsibility of the issuer and/or the Pacific Premier Trust Account Owner. Pacific Premier Trust has no responsibility for determining the advisability of, or arranging for, or creating, filing, or perfecting any security interest with respect to any investment and such will be the sole responsibility of the Pacific Premier Trust Account Owner.

**The requirements in this checklist are categorized by investment type and may be negotiable depending upon the age, business purpose, and scope or scale of the issuer or the investment.**

## REQUIRED DOCUMENTS

### ALL FAMILY CONTROLLED COMPANIES INVESTMENTS:

Pacific Premier Trust Family Controlled Companies Investment Authorization Form

Certificate of Good Standing

## ADDITIONAL DOCUMENTS REQUIRED BY ENTITY TYPE

### FOR LLC, LP OR CORPORATE STOCK:

Articles of Incorporation/Organization

Operating Agreement/LP Agreement/Bylaws

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

### FOR REITs:

Offering Materials

### FOR OFFSHORE INVESTMENTS:

Available company documents (can be many variations)

## ADDITIONAL REQUIREMENTS APPLICABLE BY ENTITY TYPE:

Subscription Agreement (fully completed and signed by investor)



# Solo(K) Issuer Representation Letter for Family Controlled Companies

## TERMS DEFINED:

- The "Solo(K) Owner" is referred to as: "Account Owner"
- "Solo(K)" is referred to as: "Account"
- "Issuer" is defined as: the person or entity creating or sponsoring the investment entity, or an authorized representative thereof.

Pacific Premier Trust neither endorses nor recommends any investment program nor investment and does not provide any legal, tax, investment, nor other advice with respect to any investment. Furthermore, Pacific Premier Trust's responsibility is limited. Pacific Premier Trust will only make investments for a Pacific Premier Trust Account Owner upon and pursuant to the Account Owner's specific instructions to do so.

## **Prior to funding an investment, Pacific Premier Trust requires that the Investment's Issuer agree to the following by signing page 3:**

1. The Issuer of the investment hereby indemnifies Pacific Premier Trust and its related entities from any and all legal or financial damages, claims, costs, etc. that may result from legal actions involving the Investment or Issuer to the extent attributable to the fraud, gross negligence, or willful misconduct of the Issuer or the breach of this agreement for the diminution in value, lost profits, or other investment losses.
2. Issuer agrees to engage and maintain at all times an unrelated Special Advisor to be consulted with respect to any proposed exchange, transfer, provision of goods and services, purchase, sale, income allocation, or other transaction involving the Issuer or its assets for the purposes of determining whether, with respect to any investing IRA or Solo(k) plan, the transaction may be "prohibited transaction" or "listed transaction," may generate "unrelated business taxable income" or "unrelated debt-financed income," or violate any requirement of Internal Revenue Code Section 408. The Special Advisor shall be duly licensed certified public accountant or attorney in good standing who is knowledgeable in the foregoing matters. Further, the Issuer's governing document shall include a clause, requiring the Issuer to notify Pacific Premier Trust's Compliance Department as soon as the service of the Special Advisor are terminated, and the submission of a new Special Advisor Engagement and Representation Letter, naming a replacement Special Advisor; the Issuer agrees not to engage any transactions, etc. as outlined above until a replacement Special Advisor has been appointed. The appointment shall be in writing, substantially in the attached form and an executed copy of which shall be provided to Pacific Premier Trust.
3. Issuer agrees to inform Pacific Premier Trust promptly of any significant change in its legal structure, if it becomes insolvent, or of pending litigation seeking damages greater than \$1,000,000.
4. Issuer agrees that all income associated with the Investment made by Pacific Premier Trust Account Owners will be sent directly to Pacific Premier Trust in a timely manner for crediting to the appropriate Pacific Premier Trust Account. Under no circumstances will Issuer distribute principal monies or assets associated with said Investment directly to Pacific Premier Trust's Account Owners. Issuer hereby indemnifies Pacific Premier Trust and its related entities and takes full responsibility for any tax, legal, or penalty damages and charges associated with the direct distribution of monies or assets by Issuer to the Account Owner.
5. Issuer agrees to provide Pacific Premier Trust with annual (calendar year-end) updates of the fair market value of the Investment listed below as "Investment," as such value may be estimated in good faith by Issuer.
6. Issuer agrees to promptly forward to Pacific Premier Trust for custody purposes the original physical indicia of ownership (such as stock certificates) for the investment made by the IRA(s) in the Issuer.
7. Issuer agrees that Pacific Premier Trust has neither endorsed nor approved the Investment or Issuer and will make representation to the contrary. Issuer also hereby acknowledges that Pacific Premier Trust's acceptance of said investment solely indicates that it meets Pacific Premier Trust's existing systems and procedures and in no way can be construed to be either an endorsement or evaluation of merit of any kind or an acknowledgment that the investment complies with any sanction, legal authority, or regulatory statute.
8. I acknowledge that written confirmation of purchase is required. If no confirmation is received Pacific Premier Trust may resign as trustee/custodian.
9. Issuer agrees to not use Pacific Premier Trust's name in advertising, printed or web-based material, or any other form of communication without the express written consent of Pacific Premier Trust.
10. Issuer shall not distribute Pacific Premier Trust IRA Application, Solo(k) Plan Establishment Kits or other marketing or operative documents to prospective clients without the express written consent of Pacific Premier Trust.



# Solo(K) Issuer Representation Letter for Family Controlled Companies

## 1 INVESTMENT OFFERING INFORMATION

\* Indicates required information.

FULL NAME OF OFFERING\*

### VALUATION/PRICE (Required for all issuances, select only one)

Price per Share/Unit is: \$ \_\_\_\_\_

Values are reported indicating the investor/capital account balance.

### PRICE FREQUENCY (Required to select only one)

Annual      Quarterly      Monthly

### COMPANY CONTACT

CONTACT NAME (FIRST, MI, LAST)\*

MAILING ADDRESS\*

CITY\*

STATE/PROVINCE\*

COUNTRY\*

POSTAL CODE\*

PRIMARY PHONE NO.\*

FAX NO.\*

INVESTMENT SPONSOR TAX ID\*

EMAIL ADDRESS\*

## 2 ISSUER SIGNATURE

### NAME OF INVESTMENT (THIS MIGHT BE THE NAME OF AN LLC, LP OR C-CORP)

INVESTMENT NAME\*

EIN NO.\*

ISSUER SIGNATURE (MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ENTITY ISSUING INVESTMENT)\*

DATE\*

PRINT NAME (FIRST, MI, LAST)\*

TITLE\*

**Note:** Pacific Premier Trust must agree to "accept" the Issuer's offering before any transactions can occur between a Pacific Premier Trust Account and the Issuer.



Solo(K) Special Advisor Engagement Letter

\* Indicates required information.

COMPANY NAME\* ACCOUNT OWNER NAME\*

The undersigned Special Advisor represents that s/he is:

- 1. A duly licensed certified public accountant or attorney in good standing.
2. Knowledgeable regarding "prohibited transactions" under the Internal Revenue Code...
3. Unrelated to and unaffiliated with (except as a service provider) any individual whose Individual Retirement Account ("IRA") or Solo(k) plan invests in the company.

The Special Advisor agrees to review any proposed exchange, transfer or other transaction involving the Issuer of its assets for purposes of determining whether, with respect any IRA or Solo(k) plan that is an investor in the issuer, the transaction may be a "prohibited transaction" or "listed transaction," may generate "unrelated business taxable income" or "unrelated debt-financed income," or violate any requirement of Section 408 of the Internal Revenue Code.



SPECIAL ADVISOR SIGNATURE\* DATE\*

PRINT NAME (FIRST, MI, LAST)\*

MAILING ADDRESS\*

CITY\* STATE/PROVINCE\* COUNTRY\* POSTAL CODE\*

EMAIL ADDRESS\* PRIMARY PHONE NO.\*

NOTARY PUBLIC:

[Large empty box for Notary Public signature]



Solo(K) Family Controlled Companies Investment Authorization

IMPORTANT INFORMATION

Do not use this form for Private Debt, Real Estate, Promissory Note Investments secured by Mortgages/Trust Deeds. Always obtain the most current form from our web site www.PacificPremierTrust.com/forms. Please do not copy for future use.

The items listed in A and B below must be received by Pacific Premier Trust to begin a review for Administrative Feasibility. If the asset you desire to purchase in your Account has already been reviewed and determined Administratively Feasible, please provide only the documents listed below section B. Incomplete or unsigned (where required) forms and documents will be returned to you for completion.

\* Indicates required information.

A.

Completed and signed Issuer Representation Letter and Special Advisor Engagement Letter. These forms are required and may not be modified. The Issuer Representation Letter must be signed by the General Partner, Managing Member, Fund Manager, Corporate Officer or an authorized individual for one of the aforementioned.

Offering materials, including items such as offering memorandums, prospectuses, subscriptions agreements, etc.

The role of the Special Advisor must be referenced in the operating agreements.

B.

Pacific Premier Trust Account application (if applicable)

Pacific Premier Trust Transfer/Rollover Form (if applicable)

Pacific Premier Trust Family Controlled Companies Investment Authorization Form

Applicable Subscription Agreement or enrollment documents completed and signed by Account Owner (must be signed by Account Owner in all locations where Pacific Premier Trust is required to sign).

Pacific Premier Trust will execute subscription documents in its nominee capacity as a directed custodian/trustee; Investor Suitability standards/questions (investor accreditation) must be completed and signed by the Account Owner.

1 ACCOUNT OWNER INFORMATION

Form with fields: NAME (FIRST, MI, LAST)\*, PACIFIC PREMIER TRUST ACCOUNT NO.\*, FAX NO.\*, HOME PHONE NO.\*, EMAIL ADDRESS\*

2 INVESTMENT INSTRUCTIONS

Form with fields: NAME OF INVESTMENT\*, NUMBER OF UNITS/SHARES\*, PRICE PER UNIT/SHARE\* \$, TOTAL AMOUNT OF INVESTMENT\* \$

Funding Deadline (Cannot be guaranteed):\* \_\_\_ / \_\_\_ / \_\_\_

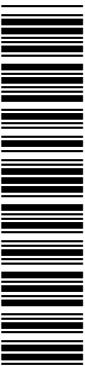
I authorize Pacific Premier Trust to make (please select one):

Purchase (One-time funding only, no additional capitalization will be allowed)

Transfer/Rollover

Exchange:

Form with fields: NAME OF INVESTMENT FROM WHICH EXCHANGING:, TOTAL AMOUNT OF INVESTMENT TO BE EXCHANGED: 100% Other: \_\_\_\_\_



### 3 FUNDING INSTRUCTIONS

- Please select a funding option.

Check:

PAYEE NAME*			
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTRY*	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.
REFERENCE*	

### 4 DOCUMENT FORWARDING INSTRUCTIONS

- Please provide document forwarding instructions if different from check funding instructions.

RECIPIENT NAME*			
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTRY*	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: \_\_\_\_\_

## 5 ACKNOWLEDGMENT & SIGNATURE

1. I understand 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 Pacific Premier Trust to make for my 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.).
3. I acknowledge that no funds will be paid to my Pacific Premier Trust account if an exchange from one asset (existing asset) held in my Pacific Premier Trust account is made to another issued by the same asset sponsor (new asset). I request that Pacific Premier Trust update its records to reflect the conversion/exchange transaction and the new asset into my account. I agree to indemnify and hold Pacific Premier Trust and its related entities, affiliates and successors harmless from any and all claims, damages and losses that may result from such transaction.
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.
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 therefore agree to release, indemnify, defend, and hold Pacific Premier Trust and its related entities harmless from any claims arising out of making such investment. 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 to confirm this investment, Pacific Premier Trust may resign as custodian of the asset(s).
7. I agree that any dispute regarding this investment shall be submitted to binding arbitration pursuant to the Commercial Rules of the American Arbitration Association and 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.
8. **Prohibited Transactions.** I represent that the above investment is not a prohibited transaction, as defined in the Internal Revenue Code and Department of Labor regulations.
9. 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.
10. I understand that offshore entities are not organized under the laws of the United States and, most likely, are not subject to U.S. regulations and/or its 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.  
  
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.
11. 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 (please refer to the Custodial Agreement for more information).
12. I agree that this Family Controlled Investment Authorization is further subject to all the terms and conditions of the Custodial Agreement.

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

**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.**

**Upload forms to:**  
[www.PacificPremierTrust.com/upload](http://www.PacificPremierTrust.com/upload)

**Fax to:** 303-614-7051

**Send mail to:**  
Pacific Premier Trust  
Processing Center  
P.O. Box 173859  
Denver, CO 80217-3859

**For express deliveries:**  
Pacific Premier Trust  
Processing Center  
1560 Broadway, Suite 400  
Denver, CO 80202-3308

**Questions?**  
Call 800-962-4238