



Solo(k) Plan Establishment Kit Checklist

- The employer (Plan Owner) must provide a copy of the forms to Pacific Premier Trust and the Plan Participant.
- All documents should be read and retained for your records.
- Pacific Premier Trust requires a Third Party Administrator (TPA). Please provide a copy of the service agreement you signed with your TPA.
- Gather the required documents and provide to Pacific Premier Trust for administrative review. See the table below for appropriate documents required for your plan.

REQUIRED DOCUMENTS:

DOCUMENTS FOR PLAN OWNER & PARTICIPANT			
	Return to Pacific Premier Trust	Return to TPA	Keep Record
TO ESTABLISH PLAN:			
Solo(k) Application*	✓		✓
Solo(k) Adoption Agreement*	✓		✓
Solo(k) Plan Agreement*	✓		✓
Custodial Account Agreement and Custodial Addendum*			✓
Solo(k) Resolutions Adopting Plan*	✓		✓
Solo(k) Beneficiary Designation*			✓
TO IMMEDIATELY FUND, PLEASE SUBMIT THE FOLLOWING DOCUMENTS:			
Solo(k) Contribution*	✓		✓
Solo(k) Rollover*	✓		✓
Deferral Election Unincorporated Business			✓
Deferral Election Incorporated Business			✓
SUPPLIED TPA DOCUMENTS: PENSION BENEFIT CONSULTANTS (PBC) AS THIRD PARTY ADMINISTRATOR (NOTE: If you are not using PBC as your Third Party Administrator, we need a copy of the service agreement from your TPA)			
PBC Service Agreement*	✓	✓	✓
PBC Service Agreement Fee Schedule			✓
PBC Contribution Assessment Questionnaire		✓	✓
PBC General Questionnaire		✓	✓
PBC Definition of Disqualified Person			✓
TO KEEP FOR YOUR RECORDS:			
Solo(k) Plan and Trust Document			✓
Solo(k) Summary Plan Description			✓
IRS Letter 4333 (Opinion Letter)			✓
Pacific Premier Trust Privacy Notice and California Notice at Collection			✓
Solo(k) Fee Schedule			✓

✓ = Document to return and/or keep

* Requires client signature



Solo(k) Application

IMPORTANT INFORMATION

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each client who opens an account.

* Indicates required information.

1. PLAN INFORMATION

- Enter your Plan Name below. You will use this plan name on several of the establishment forms.

PLAN NAME (YOUR COMPANY'S NAME, OR YOUR NAME IF YOU ARE A SOLE PROPRIETOR)* | PLAN TAX ID NUMBER (IF APPLICABLE)

ADDRESS

2. EMPLOYER INFORMATION

CONTACT NAME

NAME (FIRST, MI, LAST)*

NAME OF ADOPTING EMPLOYER*

LEGAL PHYSICAL ADDRESS

CITY* | COUNTY* | STATE* | POSTAL CODE*

PRIMARY PHONE* | FAX

ADOPTING EMPLOYER'S FISCAL YEAR END* | ADOPTING EMPLOYER'S FEDERAL TAX ID NO.*

3. PLAN TRUSTEE INFORMATION

- See instructions for completing your Adoption Agreement, Section 7.
If different from Plan Participant we will require this section completed

NAME (FIRST, MI, LAST)* | SSN*

MAILING ADDRESS *

CITY* | COUNTY* | STATE* | POSTAL CODE*

EMAIL* | PHONE NO.*



4. PARTICIPANT 1 INFORMATION

NAME (FIRST, MI, LAST)*	SSN*
DATE OF BIRTH*	PRIMARY PHONE NO.*
OCCUPATION*	

Source of Wealth

- Salary/Wages/Savings Social security benefits Sale of property or business Family/relative inheritance
 Investment capital gains Other – Please provide detailed explanation _____

NOTE: If you are employed with a financial services firm you may be required to notify your Compliance department so they can gain access to your account if needed.

LEGAL PHYSICAL ADDRESS			
CITY*	COUNTY*	STATE*	POSTAL CODE*
EMAIL ADDRESS*			

Which money types do you plan to fund?

- Pre-tax Deferral After-tax Roth Deferral Profit Sharing Rollover

5. PARTICIPANT 2 INFORMATION

NAME (FIRST, MI, LAST)*	SSN*
DATE OF BIRTH*	PRIMARY PHONE NO.*
OCCUPATION*	

Source of Wealth

- Salary/Wages/Savings Social security benefits Sale of property or business Family/relative inheritance
 Investment capital gains Other – Please provide detailed explanation _____

NOTE: If you are employed with a financial services firm you may be required to notify your Compliance department so they can gain access to your account if needed.

LEGAL PHYSICAL ADDRESS			
CITY*	COUNTY*	STATE*	POSTAL CODE*
EMAIL ADDRESS*			

Which money types do you plan to fund?

- Pre-tax Deferral After-tax Roth Deferral Profit Sharing Rollover



6. SIGNATURES

The Employer and Participant(s) of the Plan named in Section 1 of this Solo(k) Application acknowledge that: 1. He or she has received and read, and understands the Custodial Agreement and Fee Schedule found in this Plan Establishment Kit for the Pacific Premier Trust Solo(k) plan that the Employer is establishing; and 2. Such Custodial Agreement, Custodial Addendum and Fee Schedule set forth, among other things, the duties, limitations on duties, and rights of the Employer and Participants, Pacific Premier Trust. By signing this application below, the plan's Employer and Participants accept and agree to all of the terms and provisions of the Custodial Agreement and Fee Schedule, and warrant that all the information provided in this application is true.

	EMPLOYER SIGNATURE*	DATE*
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	PARTICIPANT 1 SIGNATURE*	DATE*
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	PARTICIPANT 2 SIGNATURE*	DATE*
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FOR PACIFIC PREMIER TRUST USE ONLY:

	AUTHORIZED SIGNATURE*	DATE*
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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:
PacificPremierTrust.com/upload

Fax to: 303-614-7038

Send mail to:
FIS - Processing Center
Attn: Pacific Premier Trust
PO BOX 981012
Boston, MA 02298

For overnight deliveries:
FIS-Remittance Processing
Loading Dock #2
Attn: Pacific Premier Trust
10 Dan Road
Canton, MA 02021

Questions?
Call: 800-962-4238





Transfer Initiation Form (TIF)

1 COMPLETE FORM

INSTRUCTIONS

Complete this form, along with any additional documents, to transfer account assets in-kind to the new custodian/trustee. Failure to fully complete the form(s) or attach appropriate documents and any other documentation that is required by the delivering custodian, may result in a delay in the processing of your request for which the new custodian/trustee cannot be held accountable. Forms that are incomplete will not be processed. This form should be used for transfers between like account types only.

MAKE SURE YOU:

- Complete **ALL** required fields on this form.
- Obtain **ALL REQUIRED SIGNATURES** and **SOCIAL SECURITY NUMBERS/TIN** by the required people.
- Affix the **MEDALLION GUARANTEE STAMP** on this form.
- Include a copy of the customer's **MOST RECENT STATEMENT**.

2 Submit Form

Clearing through **SEI Private Trust Company**
DTC CLEARING NUMBER 2663

WHAT HAPPENS NEXT?

SEI Private Trust Company will process your transfer request in a timely manner. Time frames for completion of transfers vary depending on types of assets to be transferred and the delivering Firm's agent in the Automated Customer Account Transfer Service (ACATS). Please reference the Pending Transfer screen within the SEI Wealth Platform to obtain a recent status on your transfer

Transfer Initiation Form (TIF)



INSTRUCTIONS

Complete this form to transfer account assets to the new custodian/trustee.

RECEIVING ACCOUNT INFORMATION <i>as it appears on the SEI Wealth Platform</i>	DELIVERING ACCOUNT INFORMATION <i>(transferring "from")</i>
ACCOUNT NUMBER <input style="width: 100%; height: 20px;" type="text"/>	FIRM NAME <input style="width: 100%; height: 20px;" type="text"/>
ACCOUNT NAME <input style="width: 100%; height: 20px;" type="text"/>	ACCOUNT NAME <input style="width: 100%; height: 20px;" type="text"/>
PORTFOLIO NAME <input style="width: 100%; height: 20px;" type="text"/>	ACCOUNT NUMBER <input style="width: 100%; height: 20px;" type="text"/>
RECEIVING ACCOUNT TYPE <i>check one</i> <input type="checkbox"/> Single <input type="checkbox"/> Joint <input type="checkbox"/> Beneficiary IRA <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Direct Rollover <input type="checkbox"/> Simple IRA <input type="checkbox"/> Roth IRA <input type="checkbox"/> Qualified Plan <input type="checkbox"/> Corporate <input type="checkbox"/> IRA <input type="checkbox"/> Other <i>(specify below)</i> <input style="width: 100%; height: 20px;" type="text"/>	DELIVERING ACCOUNT TYPE SS# OR TAX ID # <input style="width: 100%; height: 20px;" type="text"/>
	CONTACT NAME CONTACT TELEPHONE <input style="width: 100%; height: 20px;" type="text"/>
	OVERNIGHT ADDRESS OF FIRM <input style="width: 100%; height: 20px;" type="text"/>
	NOTE: A complete copy of the account's most recent statement must be included with this form to have the assets transfer.

TRANSFER TYPE <i>check one</i> <input type="checkbox"/> Full Account Transfer-in-Kind <input type="checkbox"/> Full Account Liquidation <input type="checkbox"/> Other (Complete Liquidation/ In-Kind Worksheet) If liquidated, provide liquidation date <input style="width: 50px;" type="text"/>	MUTUAL FUND DIVIDEND & CAPITAL GAIN OPTIONS <i>check one</i> <input type="checkbox"/> Reinvest Both <input type="checkbox"/> Dividend Cash/Capital Gains Reinvest <input type="checkbox"/> Cash Both <input checked="" type="checkbox"/> Use account's Mutual Fund Reinvestment Preference (default)	TRANSACTION EXPLANATION <i>SPTC Default: Received from (delivering Custodial Name) ACCT (Delivering Account Number)</i> CUSTOM EXPLANATION <i>(maximum of 50 characters)</i> <input style="width: 100%; height: 40px;" type="text"/>
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AGREEMENT AND SIGNATURES I understand that to the extent any assets in my account are not readily transferable, with or without penalties; such assets may not be transferred within the time frames required by the FINRA Rule 11870 of the Association's Uniform Practice Code or similar rule of another designated examining authority.

Unless otherwise indicated in the instruction above, I authorize you to liquidate any money market fund assets that are part of my account and to transfer the remaining balance, if any to the successor custodian/trustee. I also understand there might be outstanding fees as well as transfer or wire charges and possible debit balances in my account that must be paid to allow the transfer of my assets and closing of my account with you, and therefore authorize you to charge my account with you or the successor custodian/trustee to the extent necessary to satisfy those obligations, provided the total charge does not exceed \$500.00. If certificates or other instruments in my account are in your physical possession, I instruct you to transfer them in good deliverable form, including affixing any necessary tax waivers, to enable the successor custodian/trustee to transfer them in its name for the purpose of sale, when and as directed by me. Upon receiving a copy of this transfer instruction, the carrying organization will cancel all open orders for my account on its books.

Signatures and SS#s or Tax ID#s Required for Processing		
CLIENT\TRUSTEE NAME <i>please print</i> <input style="width: 100%; height: 20px;" type="text"/>	CLIENT\TRUSTEE SIGNATURE <input style="width: 100%; height: 20px;" type="text"/>	MEDALLION GUARANTEE STAMP required for processing
DATE <input style="width: 100%; height: 20px;" type="text"/>	SS# or Tax ID# <input style="width: 100%; height: 20px;" type="text"/>	
JOINT CLIENT\CO-TRUSTEE NAME <i>please print</i> <input style="width: 100%; height: 20px;" type="text"/>	JOINT CLIENT\CO-TRUSTEE SIGNATURE <input style="width: 100%; height: 20px;" type="text"/>	
DATE <input style="width: 100%; height: 20px;" type="text"/>	SS# or Tax ID# <input style="width: 100%; height: 20px;" type="text"/>	
SPTC Authorized Signature Bank/Trust Company Representative	AUTHORIZED NAME <i>please print</i> <input style="width: 100%; height: 20px;" type="text"/>	DATE <input style="width: 100%; height: 20px;" type="text"/>
	AUTHORIZED SIGNATURE <input style="width: 100%; height: 20px;" type="text"/>	Must be authorized to instruct Free Movement transactions at SEI Private Trust Company. The authorized signor hereby does accept the above account as successor custodian/trustee.



Counterparty Delivery Instructions

Choose the type of transfer, then follow the delivery instructions.

DTC CLEARING NUMBER

SEI Private Trust Company
DTCC Participant# 2663

ACAT ELIGIBILITY

ACAT Participant # 2663

DIVIDEND REINVESTMENT

Issue a certificate or set-up Dividend Reinvestment Services (*if eligible*) for whole shares. Please liquidate all fractional shares and stop dividend reinvestment.

FOR ALL CASH, MONEY MARKETS & LIQUIDATIONS

**These instructions are to be used for
liquidation/in-kind transfers only**

SEI will not accept money
markets and/or cash reserve
funds in-kind.

IF APPLICABLE, PLEASE
LIQUIDATE & SEND AS CASH.

LIQUIDATION CHECKS:

SEI Private Trust Company
P.O. Box 781827
Philadelphia, PA 19178-1827

Make Checks Payable to:

SEI Private Trust Company
FFC: SEI A/C #
FBO: Client Name

FUNDS CAN BE WIRED TO:

Wells Fargo Bank, NA
420 Montgomery Street
San Francisco, CA

ABA: 121000248
CR: 2020040610111
FFC: SEI A/C #
FBO: Client Name

MUTUAL FUND TRANSFERS

SEI will not accept money
markets and/or cash reserve
funds in-kind.

IF APPLICABLE, PLEASE
LIQUIDATE & SEND AS CASH.

See attached mutual fund instructions.

If no instructions attached, please contact:

SEI Private Trust Company

SEI Wealth Platform Free Movement Team /Hillside 3
One Freedom Valley Drive; Oaks, PA 19456

Team Line: 610-676-7896, Fax 484-676-3652

Email: PlatformTransfers@seic.com

PARTIAL TRANSFERS

SEI Private Trust Company is authorized to accept PTDs sent via the ACAT system for all mutual funds, equities and cash.

PHYSICAL SECURITIES & BEARER ISSUES

SEI Private Trust Company

Attention: Physicals

One Freedom Valley Drive / Hillside 3
Oaks, PA 19456

FEDERAL RESERVE BANK BOOK ENTRY (SECURITIES ONLY)

ABA Number: 042000013

FRB Mnemonic: US Bank N.A., Trust

Sub Account: 1050/Trust

For SEI Account # 001050985491

Further Party Info (or Free Text): SEI A/C #/Name

OPTIONS DELIVERIES & LIMITED PARTNERSHIPS

At this time, SPTC does not accept these securities via in-kind transfers.

All deliveries must include the client's name and SEI Private Trust Company account number.



ALTERNATIVE ASSET TRANSFER / ROLLOVER ADDENDUM

IMPORTANT INFORMATION

- Only complete this section if you are transferring, rolling over, converting or liquidating alternative assets from the resigning account. Please include a recent copy of your account statement which shows the assets you are transferring.
It is the responsibility of the current Administrator/Custodian to handle the re-registration of any investment it is holding in your account (e.g., IRA, 401(k), profit-sharing plan, etc.) that you wish to move. If you have more than two investments in this account, please photocopy this section and complete it for each investment.
All investments are subject to an administrative review by Pacific Premier Trust. Please provide the documents and/or Pacific Premier Trust forms, listed on page 6, specific to your asset type to facilitate our administrative review. Pacific Premier Trust will contact you if additional signatures or documents are required by the third party executing the transfer.

INVESTMENT TYPE (CHOOSE ONE):

Private Equity Promissory Note Secured Note Real Estate Other:

TRANSFER/ROLLOVER/CONVERSION:

Table with 4 columns: INVESTMENT NAME*, NO. OF SHARES TO BE TRANSFERRED*, TOTAL CURRENT ESTIMATED DOLLAR VALUE*, PERCENTAGE OF OWNERSHIP*

INVESTMENT CONTACT INFORMATION:

Form fields for contact information: COMPANY NAME*, CONTACT NAME*, CONTACT DEPARTMENT*, EMAIL ADDRESS*, PRIMARY PHONE NO.*, COMPANY MAILING ADDRESS*, CITY*, STATE/PROVINCE*, COUNTRY*, POSTAL CODE*

INVESTMENT TYPE (CHOOSE ONE):

Private Equity Promissory Note Secured Note Real Estate Other:

TRANSFER/ROLLOVER/CONVERSION:

Table with 4 columns: INVESTMENT NAME*, NO. OF SHARES TO BE TRANSFERRED*, TOTAL CURRENT ESTIMATED DOLLAR VALUE*, PERCENTAGE OF OWNERSHIP*

INVESTMENT CONTACT INFORMATION:

Form fields for contact information: COMPANY NAME*, CONTACT NAME*, CONTACT DEPARTMENT*, EMAIL ADDRESS*, PRIMARY PHONE NO.*, COMPANY MAILING ADDRESS*, CITY*, STATE/PROVINCE*, COUNTRY*, POSTAL CODE*

To avoid delays in processing your request, at least one of these sections must be completed in its entirety. All assets that are to be transferred must be listed individually in its appropriate section. Please attach copies of account statements from the current Trustee/Custodian collecting the assets to be transferred. If you have physical certificates in your possession, you must send the actual certificates in negotiable form to Pacific Premier Trust with this document.



ACCOUNT OWNER ACKNOWLEDGMENTS WITH REGARD TO INVESTMENTS TO BE TRANSFERRED OR ROLLED OVER

- i. I understand that I am responsible, and Pacific Premier Trust and its related entities are not responsible, for selecting and reviewing the above investment(s) and for determining the suitability, nature, value, risk, safety and merits of the investment(s) that I authorize Pacific Premier Trust to hold in my Account.
- ii. 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 hold for my account. I acknowledge that Pacific Premier Trust has not reviewed, recommended or commented on the investment(s) merits, risks, suitability or management of the asset(s) I have selected and I authorize Pacific Premier Trust to process this transfer or rollover request. I therefore agree to release, indemnify, defend, and hold Pacific Premier Trust and its related entities harmless from any claims arising out of such investment(s) or otherwise. I also understand and agree that Pacific Premier Trust and its related entities will not be responsible for taking any action should the investment(s) noted herein become subject to default, including fraud, insolvency, bankruptcy, or other court order or legal process.
- iii. I agree that any dispute regarding my investment(s) shall be submitted to binding arbitration pursuant to the terms of the Custodial Agreement.
- iv. I have consulted my own attorney and hereby represent that Pacific Premier Trust may hold title to any Note and/or its collateral, where applicable. I hereby represent to Pacific Premier Trust that I understand the risks involved with my deed of trust/mortgage/ secured note investment(s), specifically that there may be liability above and beyond the amount of the investment(s) in the collateral property (e.g., ad valorem property taxes on the property or liability arising under Environment Laws). The losses will include any losses caused by, or arising out of, the presence, on or about the Property, of any Hazardous Substances, or any person or entity complying or failing to comply with any Environment Law. The term "Environmental Law" means any law, rule, regulation, or ordinance relating to protection of the environment or human health. The term "Hazardous Substance" means any substance defined as hazardous or toxic, or otherwise regulated by any Environmental Law.
- v. I represent that my purchase of any investment(s) I am transferring to Pacific Premier Trust was not a prohibited transaction as defined in the Internal Revenue Code and Department of Labor regulations.
- vi. I understand all the routine real estate expenses (e.g., tax bills, insurance premiums, homeowner's association payments and utility bills) received by Pacific Premier Trust may automatically be paid from my account. I understand that it is my responsibility to ensure all billing parties have the correct mailing address on file. I will be responsible with monitoring my account activity to confirm that all necessary expenses related to my real estate investment have been processed. I understand that sufficient funds must be held in my uninvested cash account to make the required payment at least 14 days prior to the payment's due date. If the funds are not available, I will be responsible for any interest or penalties incurred. Invoices for non-routine expenses (e.g., repairs and improvements) require specific Account Owner authorization prior to payment from the account.

- vii. I have made appointed a property manager for real estate held in my account, Pacific Premier Trust will not be responsible for errors and omissions in the management agreement or for any actions taken by the property manager. I also acknowledge that on an annual basis, I will be asked to provide an updated valuation for each real estate investment within my account(s).

AGE 72 NOTICE

Effective January 1, 2020, the SECURE Act has changed the age requirement for Account Owners to take their first RMD ("Required Minimum Distribution") from 70 ½ to 72. This applies only to individuals reaching 72 after December 31, 2019. If you reached age 70 ½ in 2019, you are still subject to RMD, and must take your first distribution no later than April 1, 2020.

I certify that I have read the applicable section for the transaction I have chosen, and understand and agree to all terms.

ACCOUNT OWNER'S SIGNATURE REQUIRED

In the case of a transfer or direct rollover, the current Trustee/Custodian is authorized to send cash and/or assets to Pacific Premier Trust as specified.

For the transfer of an inherited IRA, I certify that I am the sole beneficiary of the asset(s) requested and agree to hold Pacific Premier Trust and its related entities harmless in the event that any other beneficiary makes a claim against this account.

In the case of a rollover, I understand it is my sole responsibility to determine the validity of any rollover contribution and to initiate and make such rollover deposit; I irrevocably elect to roll over the asset(s) in this transaction.

I hereby agree to indemnify and hold harmless Pacific Premier Trust and its officers, directors, shareholders, agents, employees, and Pacific Premier Trust's related entities for any and all costs, obligations, losses, claims, damages and expenses (including reasonable attorneys' fees) related to or associated with this agreement.

I acknowledge that there may be a minimum cash requirement, applicable to accounts containing alternative assets, disclosed in the Fee Schedule. If this requirement is not met, I understand that additional fees may apply.



Account Owner Signature

Date

NOTE: Your current Custodian may require that your signature be Medallion Signature Guaranteed. Please contact your current custodian for details of their requirements. A Medallion Signature Guarantee may generally be obtained from your brokerage firm, bank or other financial institution. Pacific Premier Trust's Medallion Signature Guarantee is only a guarantee of Pacific Premier Trust's acceptance signature, and is not guaranteeing the Account Owner's Signature.

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.



DELIVERY INSTRUCTIONS

CHECK

Make checks payable to:

Pacific Premier Trust, Custodian
FBO (Client Name), Pacific Premier Trust Account Number
FIS – Processing Center
Attn Pacific Premier Trust
PO Box 981012
Boston, MA 02298

Register Physical Securities, Non-Networked Eligible Mutual Funds & Limited Partnerships:

Pacific Premier Trust, Custodian FBO (Client Name), IRA
FIS – Processing Center
Attn Pacific Premier Trust
PO Box 981012
Boston, MA 02298

ACH

Receiving Bank: Pacific Premier Bank

ABA No.: 322285781
A/C No.: 8000211010
For Further Credit to: (Client's PPT Account Registration)
A/C No.: (Client's Pacific Premier Trust Account Number)

WIRE

Wiring Instructions for Cash:

Receiving Bank: Wells Fargo Bank, NA
Receiving Bank Address: San Francisco, CA
ABA No.: 121000248
For Credit to: Pacific Premier Trust
A/C No.: 4268601440
For Further Credit to: (Client's PPT Account Registration)
A/C No.: (Client's Pacific Premier Trust Account Number)

Overnight Delivery Address

FIS-Remittance Processing
Loading Dock #2
Attn: Pacific Premier Trust
10 Dan Road
Canton, MA 02021





Plan Agreement: Solo 401(k) Plan

ARTICLE 1 – DOCUMENT SELECTED

The undersigned employer (“Employer”) has selected, and Pacific Premier Trust has provided, the Employer, a prototype plan document of which Pacific Premier Trust is the document sponsor and related adoption agreement (collectively, the “Plan Document”), subject to the terms and conditions set forth in this Agreement.

ARTICLE 2 – PRODUCTS & SERVICES PROVIDED

- 2.1** Pacific Premier Trust shall provide the Employer the Plan Document for Employer’s adoption and use in establishing and maintaining a new plan (the “Plan”) designed to satisfy the “qualified plan,” “401(k)” and “Roth 401(k)” requirements of Internal Revenue Code (“IRC”) sections 401(a), 401(k) and 402(a).
- 2.2** Pacific Premier Trust shall obtain a favorable opinion letter for the prototype document and provide the Employer with a copy of such letter.
- 2.3** Pacific Premier Trust shall obtain and furnish to the Employer amendments to the Plan Document necessary to maintain compliance with the requirements of IRC sections 401(a), 401(k) and 402(a).
- 2.4** Pacific Premier Trust shall make reasonable and diligent efforts to enable the Employer to timely amend the Plan Document when so necessary, and will notify the Employer when Pacific Premier Trust reasonably believes the plan is no longer a “qualified plan” under IRC section 401(a), as required by Revenue Procedure 2011-49 or any successor Revenue Procedure. However, Pacific Premier Trust shall not be responsible if the Employer fails to complete the amendment process on a timely basis.

ARTICLE 3 – LIMITED ADDITIONAL SERVICES

- 3.1** The Employer is responsible for the operation of the Plan, for ensuring that plan operation complies with all applicable laws, tax and reporting requirements, and for determining whether to engage, actually engaging, paying, and overseeing any third party administrator to provide administrative services in connection with the Plan’s operation. Pacific Premier Trust shall furnish to the Employer certain forms for use in the operation of the Plan. The Employer is responsible, and Pacific Premier Trust has no responsibility for, ensuring that all forms necessary for proper operation of the Plan and compliance with applicable tax and reporting requirements are timely obtained, completed, processed and filed.
- 3.2** Pacific Premier Trust shall have no duties to the Employer or with the respect to the Plan except those expressly specified herein or in a custodial agreement (“Custodial Agreement”) entered into by the Employer, the Plan’s Trustee, and Pacific

Premier Trust pursuant to which Pacific Premier Trust, a division of Pacific Premier Bank shall serve as Custodian of Plan assets. Specifically, Pacific Premier Trust shall have no duty to:

- (a) Determine whether or not the Employer has in a timely fashion executed documents necessary to maintain the Plan’s tax-qualified status;
- (b) Ensure that any form or report is accurately completed or filed;
- (c) Determine if the operation of the Plan is in accordance of the terms of the plan, applicable law, or the requirements for maintaining the Plan’s tax-qualification status under the IRC;
- (d) Determine the permissibility or tax consequences of any contribution, distribution, investment or other actability or transaction involving the Plan;
- (e) Perform any “due diligence,” investigation or other review of the suitability, nature, prudence, value, viability, risk, safety, legality, tax consequences or merits of any investment made by the Plan;
- (f) Monitor or supervise the activities of any person (other than an employee of Pacific Premier Trust with respect to its specific duties under this Agreement or the Custodial Agreement) involved in the operation of the Plan; or
- (g) Determine the market or other value of any Plan asset.

ARTICLE 4 – CONFIDENTIALITY & LIMITATIONS ON USE OF DOCUMENTS

- 4.1** The Employer and Pacific Premier Trust acknowledge that the Plan Document and related documentation are provided to Pacific Premier Trust, and use of the same by Pacific Premier Trust is permitted by Ascensus and that the Plan Document and related documentation are copyrighted, and that all applicable rights to patents, copyrights, trademarks, trade secrets and intellectual property rights of any kind whatsoever in the Plan Document are and shall remain in the ownership of Ascensus. Ascensus shall remain the sole copyright owner of any amendments or changes to the prototype document and any other written materials provided by Pacific Premier Trust to the Employer. The Employer agrees that it will treat all such documents with the same degree of care and security as it accords its own most confidential information and will instruct its employees, agents, and clients to do the same. Specifically, and without limitation, the Employer agrees that:
 - (a) It will not copy or duplicate, by any means, all or any part of any such documents, except as specifically permitted in this Agreement or required by law, without Pacific Premier Trust and Ascensus’s prior written consent;

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.

- (b) It will not remove or permit to be removed from any item including any such documents, any notice indicating the confidential nature or the proprietary rights in such item;
- (c) It will not, and will instruct its employees and agents and any person to whom it provides a copy of all or part of any such documents to not, sell, lease, license, transfer, publish, disclose or otherwise make available to others all or any part of any such documents or any copy thereof, except as required by law; and
- (d) It will not, and will instruct its employees and agents to not, use all or any part of any such documents or any information disclosed to Pacific Premier Trust by Ascensus for the purpose of creating or duplicating all or any part of any such documents.

ARTICLE 5 – PLAN PARTICIPANTS

The Employer represents and warrants that the Plan's only participant(s) will be either (a) the sole proprietor of the Employer or the owner of all equity interests of the Employer, or (b) such sole proprietor or owner and his or her spouse. The Employer further represents and warrants that either (a) it is not a member of a controlled group of corporations, a group or trades or businesses under common control, or an affiliated service group, within the meaning of those terms under IRC sections 414(b), (c) and (m), or (b) if it is such a member, no individuals other than those identified in the preceding sentence are eligible Plan participants. If the foregoing representation becomes (including an account of the divorce of the participants), or is discovered by the Employer to be, untrue, the Employer shall immediately so notify Pacific Premier Trust, and Pacific Premier Trust may, at its option, either terminate this Agreement or continue the Agreement on such terms and conditions as agreed to by Pacific Premier Trust and the Employer.

ARTICLE 6 – CONSIDERATION

- 6.1** In consideration for the performance by Pacific Premier Trust of its obligations under this Agreement, the Employer agrees that Pacific Premier Trust shall serve as Custodian of all of the Plan's assets in accordance with the Custodial Agreement entered into between the Employer, Pacific Premier Trust and the Plan's Trustee.
- 6.2** Pacific Premier Trust may charge the Employer and shall be reimbursed by the Employer for any reasonable expenses incurred by Pacific Premier Trust in connection with any services or activities that Pacific Premier Trust determines are necessary or advisable, or which are expressly directed by the Employer, and which are not included in the services Pacific Premier Trust is specifically required to provide under this Agreement.

ARTICLE 7 – PACIFIC PREMIER'S TRUST AGENTS

Pacific Premier Trust may engage agents and organizations for the purpose of performing administrative or other services in connection with this Agreement. The limitations on the duties of Pacific Premier Trust under this Agreement or otherwise shall also apply to each agent or organization so engaged.

ARTICLE 8 – GOVERNING LAW

Except to the extent governed by or subject to the requirements of the Code or other applicable federal law, or preempted by federal law, this Agreement shall be governed by and construed and administered under the laws of the State of California, without giving effect to any state's choice of law provisions.

ARTICLE 9 – EFFECTIVE DATE

In lieu of the Custodian's signature below, acceptance and execution of this agreement by the Custodian is evidenced by the Custodian's establishment of a Custodial account for the Participant.



Custodial Account Agreement: Solo 401(k) Plan

ARTICLE 1 – DESIGNATION & ACCEPTANCE BY CUSTODIAN

The Employer and Trustee named below hereby appoint Pacific Premier Bank, through its division Pacific Premier Trust, to be Custodian of the assets of the Plan set forth on the Solo 401(k) Account Application Form (the "Plan"), and Pacific Premier Trust agrees to serve as Custodian of the Plan's assets, on the terms and conditions set forth in this Custodial Agreement ("Custodial Agreement").

ARTICLE 2 – HOLDING OF ASSETS

Pacific Premier Trust, a division of Pacific Premier Bank, shall hold, as Custodian, all deposits, funds and assets of the Plan that the Trustee or Employer designates and transfers to Pacific Premier Trust for such purpose, for and on behalf of the Plan. Such deposits, funds and assets are referred to hereinafter as the "Fund." The Trustee, on behalf of the trust established by the Plan, shall remain the legal owner of all Fund assets. Fund assets shall be held in the name of Pacific Premier Trust, Custodian, FBO the Plan or in one of the nominee names registered to Pacific Premier Trust unless agreed to otherwise by the Custodian and the Employer or Trustee.

ARTICLE 3 – FINANCIAL REPRESENTATIVE INFORMATION & AUTHORIZATION

The Employer or Trustee may choose to designate a Financial Representative (FR), who the Employer or Trustee authorizes to execute transactions for the Plan according to the Custodial Agreement Terms and Conditions Addendum.

ARTICLE 4 – EMPLOYER & TRUSTEE RESPONSIBILITIES TO ENSURE PROPER TAX TREATMENT, PAYMENT OF LIABILITIES & COMPLIANCE WITH REPORTING REQUIREMENTS

The Employer and Trustee shall be solely and fully responsible for ensuring proper payment of any taxes, tax penalties and other liabilities, and compliance with the Employer's and Trustee's reporting obligations, in connection with contributions to, disbursements from, or investments or transactions with respect to the Fund, and for the consequences of such payment (or nonpayment) or of any noncompliance with applicable reporting requirements. Among other things, it shall be the sole and full responsibility of the Employer and/or Trustee to ensure that:

- (a) Any contribution intended to be tax-deductible under the IRC or any corresponding provision of state law is so deductible;
- (b) Fund earnings intended to be tax-deferred qualify for tax-deferred treatment; and
- (c) All taxes and penalties due are properly and timely paid and that all tax and other reporting requirements, other than those which under this Agreement the Custodian has expressly undertaken to satisfy, are properly and timely complied with. Notwithstanding the foregoing, the Custodian, in its sole discretion, may sell or liquidate assets in the Fund, in reverse order of purchase of assets, to the

extent necessary to satisfy any tax deficiency with respect to the Fund reported to the Custodian by the Internal Revenue Service, or of any liability properly chargeable to the Fund, and shall not be liable for any consequences of such sale, liquidation or payment.

ARTICLE 5 – INVESTMENTS

- (a) **Investment Responsibility.** The Employer, Trustee, Financial Representative or a Plan Participant (with respect to such Participant's Plan account) shall have the sole authority, responsibility and discretion, fully and completely, to select and to direct the investment of all assets in the Fund (or, with respect to a Plan Participant, such Participant's Plan account). All investment directions shall be given in a form that complies with reasonable requirements and procedures imposed by the Custodian. The Custodian shall have no investment responsibility with respect to the investment of the Fund. The Custodian shall not be responsible or liable for taxes, losses or other consequences resulting from investments made or transactions entered into at the direction of the Employer, Trustee, Financial Representative and/or Plan Participants.

The Employer, Trustee, Financial Representative and Plan Participants shall be responsible for ensuring that any documents relating to any investment are signed, recorded, genuine, legally enforceable and/or sufficient to give rise to a legal interest, including but not limited to title or a security interest.

The Employer, Trustee, Financial Representative or a Plan Participant (with respect to such Participant's Plan account) shall direct the Custodian with regard to the investment of any cash in the Fund. In the absence of specific direction to invest cash in the Fund, the Custodian will be deemed to have been directed by the Employer, Trustee, Financial Representative or a Plan Participant (with respect to such Participant's Plan account) to deposit all uninvested cash with an FDIC-insured depository institution (which may include Pacific Premier Bank).

- (b) **Permitted Investments.** Investments may be made in instruments and investment vehicles that are permitted by the Custodian and are compatible with its administrative and operational requirements. The Custodian, at its discretion, reserves the right not to hold any investment or investment type. The Custodian reserves the right not to honor any investment instruction if adequate information has not been provided or if the Custodian cannot meet special administrative requirements of the investment.
- (c) **Investment Powers.** The Custodian shall not commingle the Trust with any other property it holds except in a common trust fund or common investment fund.
- (d) **Taxes, Legal Costs and Legal Actions.** The Custodian may charge against and pay from the Fund all taxes of any nature levied, assessed, or imposed upon the Fund, and pay all reasonable expenses and attorney's fees which may be necessarily incurred by the Custodian with respect to the foregoing matter.

If Employer elects to bring a claim or file a lawsuit against a third-party using Custodian's name in Custodian's nominal capacity, Employer agrees to comply with Custodian's reasonable instructions for filing said claim or lawsuit, including but not limited to, signing an Appointment of Agent document for the benefit of Custodian.

The Custodian may charge the Employer, and/or the Fund, and shall be reimbursed by the Employer or the Fund, for any reasonable expense incurred by the Custodian in connection with any account services or activities that the Custodian determines are necessary or advisable, or which are expressly directed by the Employer, and which are not included in the services provided by the Custodian for its normal fees. The Custodian will only pay expenses relating to the external administration of a specific investment held in the Fund, such as property tax or association fees, from cash available in the Fund and will not advance such expenses on behalf of the Employer if cash is unavailable.

Examples of the foregoing include, but are not limited to, attorney's fees and other legal costs and expenses (including, without limitation, filing and other court fees; arbitration; mediation; investigation; expert witness; and court reporter fees and similar expenses): 1) in defense of, or otherwise on behalf of, the Fund or the Employer or any Plan Participant's interest therein in any arbitration, litigation, investigation, or request by a governmental or regulatory agency, involving or relating to the Fund or any of its assets or transactions; or 2) in defense of the Custodian, if the Custodian is named together with the Employer, the Plan or the Fund in any proceeding involving the Employer, the Plan or the Fund. The Custodian may establish a reasonable reserve from the assets of the Fund with which to pay its compensation or expenses for administration.

ARTICLE 6 – TERMINATION

This Agreement and any rights granted hereunder and under any addendum or exhibit may be terminated:

- (a) By either party upon written notice at least 30 days prior to the end of the initial term or any renewal term;
- (b) By Pacific Premier Trust if it is not or ceases to be the sole Custodian of the Plan's assets;
- (c) Immediately by Pacific Premier Trust if the Employer shall breach any provision or obligation of confidentiality contained in this Agreement (including any addendum or exhibit); and
- (d) By either party if the other party shall breach any material provision (excluding confidentiality) of this Agreement and such breach is not cured within 30 days after receipt of written notice by the breaching party.

Upon termination or expiration of this Agreement, for any reason, the Employer shall cease to use all documents furnished by Pacific Premier Trust under this Agreement. Termination of this Agreement shall not relieve the Employer of its obligations regarding confidentiality. After termination of this Agreement, Pacific Premier Trust shall have no responsibility to the Employer with respect to updating, maintaining, amending of any documents, informing the Employer of any requirement for amendment, or providing any services contracted for under this Agreement. The Employer agrees

to assume the responsibility of updating, maintaining, and amending any documents provided hereunder. Nothing herein shall limit the Employer's obligations for any payments due at the time of termination. Termination of this Agreement shall be in addition to and not in lieu of any other remedies available to either party at law or in equity.

ARTICLE 7 – RESIGNATION OR REMOVAL OF CUSTODIAN

- (a) The Custodian may resign at any time with or without cause upon written notice to the Employer. Resignation will take effect 30 days after the date the notice is sent, unless a successor trustee/custodian is duly appointed by the Custodian or the Employer before that date.
- (b) The Custodian may be removed at any time with or without cause upon 60 days' written notice to the Custodian. Such effective date may be changed upon written mutual agreement. To be effective, the Employer's notice of removal of the Custodian must include notice of the appointment of a successor trustee/custodian and a written acceptance of such appointment by the successor trustee/custodian.
- (c) If, by the effective date, of either the Custodian's resignation or removal or such longer time as the Custodian may agree to, neither the Custodian nor the Employer has appointed a successor trustee/custodian which has duly accepted such appointment, the Custodian shall terminate the Account which shall be effective by distributing all assets in the Employer's Account in a single sum in cash or in kind to the Plan's Trustee subject to the Custodian's right to reserve funds as provided below. In the event of any distribution in kind, the Custodian and the Employer shall (or shall cause the Plan's Trustee to) execute, acknowledge and deliver all documents and written instruments necessary to transfer and convey the right, title and interest in the assets of the Custodial Account to the Plan's Trustee.
- (d) Upon the resignation or removal of the Custodian, the Custodian shall be entitled to deduct from the Fund such reasonable amount as it deems necessary to provide for expenses in the settlement of its account, the amount of compensation due to it, and any taxes or other sums chargeable against the Fund for which it may be liable. If the Fund is not sufficient for such purposes, the Custodian shall have the right to a settlement of its account, which, at the option of the Custodian, may be by judicial settlement in an action the Custodian institutes in a court of competent jurisdiction; or by a settlement agreement between the Custodian and the Employer. Upon settlement under this Section, all right, title and interest of the Custodian in the assets of the Fund shall vest in the successor trustee/custodian. At that time, all future liability of the Custodian shall terminate under the Account; provided, however, the Custodian shall execute, acknowledge and deliver all documents and written instruments necessary to transfer and convey the right, title and interest in the assets of the Fund to the successor trustee/custodian.

ARTICLE 8 – SUCCESSOR TRUSTEE/CUSTODIAN

In the event the Custodian merges, reorganizes, is acquired or changes its name, the surviving entity will become the Custodian of the Plan provided that it is authorized to serve in that capacity pursuant to the Code.

ARTICLE 9 – GENERAL PROVISIONS

- (a) **Fees and Expenses of the Custodian.** The Participant and/or the Account shall pay the Custodian fees and expenses for its services under this Plan in accordance with the Custodian's current Fee Schedule applicable to the Plan and as otherwise set forth in this Agreement. The Custodian may receive a service fee from third parties such as broker-dealer, mutual fund or other investment sponsor, including Rule 12b-1 and revenue sharing fees, for administrative and other services that the Custodian performs incident to the establishment and maintenance of records for any account and the Participant acknowledges and agrees to the Custodian's receipt of such amounts. If the Participant dies before distribution of his or her entire Account, the Beneficiary shall assume responsibility for all fees and expenses associated with this Account, and shall be covered by this provision 9(a) as if the Beneficiary was the Participant.
- (b) **Billing and Fee Collection.** In consideration for services under this IRA Custodial Account Agreement, the Custodian shall be paid the fees specified on the applicable Fee Schedule, the provisions of which are incorporated into this Custodial Account Agreement, and as otherwise set forth in this Agreement. Such fees, which may include, but are not limited to, account establishment, account maintenance, account termination and other account administrative fees will be billed and collected as identified in the applicable Fee Schedule.
- (c) **Amendments.** The Custodian may amend this Agreement, whether prospectively or retroactively, at any time, without the Employer's consent, provided that no amendment that may materially and adversely affect the Employer shall be effective until the expiration of a thirty (30) day period following delivery of written notice (which may be an electronic notice) of the amendment by the Custodian to the Employer.
- (d) **Delegation.** The Custodian may designate or employ any person or persons to carry out any powers or responsibilities of the Custodian or for the purposes of performing administrative or other custodial-related services. The limitations on the duties of the Custodian under this Custodial Agreement or otherwise shall also apply to all such persons.
- (e) **Governing Law.** Except to the extent governed by or subject to the requirements of the Code or other applicable federal law, or preempted by federal law, this Agreement shall be governed by and construed and administered under the laws of the State of California, without giving effect to any state's choice of law provisions.



Custodial Agreement Terms and Conditions Addendum

The Participant acknowledges and agrees that the following terms and conditions (the "Terms") apply to each (i) Traditional/SEP IRA, (ii) Roth IRA, (iii) Simple IRA, (iv) Solo 401(k), or other applicable IRA Custodial Agreement (collectively, the "Custodial Arrangement") by and between the Participant and Pacific Premier Bank, through its division, Pacific Premier Trust as Custodian (each, a "Party," and collectively, the "Parties").

Capitalized terms used herein and not otherwise defined are defined as set forth in the applicable Custodial Arrangement between the Parties or in the applicable Disclosure Statement. The terms "Account Holder," and "Depositor" may be interchangeable with the term "Participant." The term "Account" as used herein means either "Plan", "Fund" or "Account" as applicable pursuant to the terms of the applicable Custodial Agreement.

ARTICLE 1 – PARTICIPANT ACCOUNTS

The Custodian shall establish and maintain a separate Account in the name of the Participant and credit the Participant's contributions to that Account. If a Participant wishes to make any combination of regular IRA contributions, SEP contributions and Qualifying Rollover Contributions, the Custodian shall accept each type of contribution for deposit into the same Account for the Participant unless the Participant directs the Custodian, by signing an additional IRA Application, to maintain a separate Account in the Participant's name for a specific type(s) of contribution(s). The interest of any Participant in the balance of Participant's Account is at all times 100% nonforfeitable. Neither a Participant nor a Beneficiary shall assign or alienate any portion of the Participant's Account or, if applicable, any benefit provided under the Plan pursuant to which the Account is established, and the Custodian shall not recognize any such assignment or alienation.

ARTICLE 2 – NOTICE; ELECTRONIC RECORDS

The Custodian and the Participant agree that each of the Custodian and the Participant has the legal and contractual right to: (a) execute and deliver the applicable Custodial Arrangement and all supplemental and replacement agreements (collectively, the "Agreements"), (b) provide and communicate directions, instructions, notices, information, records and documents (collectively, the "Documents") to each other and other persons or entities, and (c) effect and process transactions under the Agreements for all of the foregoing or related purposes through or by the use of electronic means, processes, transmissions, communications, and records, where such communication by electronic means will satisfy any requirements for written notice.

The Custodian shall not be bound by any certificate, notice, order, information, or other communication unless and until it shall have been received in the form and manner prescribed by the Custodian at its place of business.

ARTICLE 3 – ADDITIONAL ACCOUNT TERMS

3.1 Fees; Expenses; Account Value Minimum Requirement

We may charge reasonable fees and are entitled to reimbursement for any expenses we incur in establishing and maintaining your Account. We may change the fees at any time by providing you with notice of such changes. We may deduct fees directly from your Account assets or bill you separately. The payment of fees

has no effect on your contributions. Additionally, we have the right to liquidate your Account assets to pay such fees and expenses. If you do not direct us on the liquidation, we will liquidate the assets of our choice and will not be responsible for any losses or claims that may arise out of the liquidation.

Accounts requesting a distribution or transfer must retain a minimum cash value as stated in the applicable Custodial Arrangement Fee Schedule, or in an asset the Custodian deems liquid in addition to the total amount due for invoiced fees. If the Participant's distribution/transfer request would leave the Account with less than the required balance, the Account may be automatically closed and the termination fee will apply.

3.2 Fee Billing & Collection

The Account is only eligible to earn interest if it is open as of the interest crediting date, and any interest that may accrue during a month that an Account is closed prior to the interest crediting date will be paid to the Custodian as an additional fee.

The Custodian reserves the right to effect changes to its Fee Schedule, upon 30 days prior written notice to the Participant. Fees and expenses will continue to accrue and be payable even if the Account contains no assets from which the Custodian can collect amounts owed by the Participant. If Participant elects to pay fees and expenses from cash in the Account and there is insufficient cash to cover fees assessed, the Account may go into overdraft status and a liability reflected until fees and expenses are brought current.

The Custodian may charge the Participant, and/or the Account, and shall be reimbursed by the Participant or the Account, for any reasonable expense incurred by the Custodian in connection with any Account services or activities that the Custodian determines are necessary or advisable, or which are expressly directed by the Participant, and which are not included in the services provided by the Custodian for its normal fees. The Custodian will only pay expenses relating to the external administration of a specific investment held in the Account, such as property tax or association fees, from cash available in the Account and will not advance such expenses on behalf of the Participant if cash is unavailable. If the fees or expenses of the Custodian are not timely paid using the method specified by the Participant in accordance with procedures established by the Custodian (which may include deducting cash from the Account, invoicing to and payment by the Participant, or by any other acceptable payment method that

may be offered by the Custodian in the future (the "Specified Collection Method"), the Custodian may use any other available means to receive payment for such fees or expenses, including by using available cash in the Account. If the Custodian has to use other available means to satisfy the fee balance, this may delay the transaction including, Account termination requests, and may result in adverse tax consequences.

If any custodial fees or expenses remain outstanding for more than 30 days, and there is insufficient cash in the Account to pay such fees or expenses, the Custodian may attempt to satisfy any such unpaid fees or expenses by liquidating investments in the Account as the Custodian determines in its sole discretion. This can be done as necessary to satisfy the balance of the outstanding fees and expenses plus an amount equal up to one year's estimated custodial fees, as well as any other costs associated with such liquidation, including but not limited to all expenses charged by asset sponsors and the fees set forth on the Fee Schedule. The prior quarter's fees, plus applicable annual custodial fees, shall be used as a basis for the estimation of the one year custodial fees.

The Custodian may employ a collection agency to recover all unpaid fees and expenses. The Participant and the Account shall be liable for the Custodian's expenses with respect to collection of overdue unpaid fees and expenses subject to the same terms and conditions as applicable to other fees and expenses set forth herein and in the Custodial Agreement.

The Participant hereby relieves the Custodian of any liability, including but not limited to, claims for costs, taxes, penalties, and extra fees resulting from the failure of the Participant to pay or cause to be paid any assessed fees or expenses in a timely manner and from any subsequent actions taken by the Custodian. The Participant understands and agrees that he or she is responsible for reporting any inaccuracy of all assessed Account fees and expenses and must report any inaccuracies within 30 days of the fees being collected (or attempted collection).

Debit/credit card charges should not be disputed directly with the card issuer. Doing so may result in a charge back to the Custodian, which will in turn result in an immediate debit to the uninvested cash in the Account of an equal amount that was charged to the Custodian. Should the uninvested cash in the Account be insufficient to cover the amount, the outstanding balance will be assessed to the Account and the Participant will be notified. Satisfaction of the assessed fee amount will be subject to the terms of this Billing and Fee Collection section.

Accounts holding \$200 or less in cash, and no other assets, may be closed, and the cash balance will be paid to the Custodian as an Account Termination Fee as set forth in the Fee Schedule.

Certain fees set forth on the Fee Schedule may continue to apply after notification to a Participant of their Account closure. Examples of such fees may include, but are not limited to, research/special services fees (including trailing dividends and other payments to the Account post-closure), check/wire fees, requests for copies of records, and other miscellaneous fees that are attributable to work performed by the Custodian related to the Account, but performed after the Account has closed. Any fees that remain unpaid after the Account is closed will be subject to collections and payment according to the terms outlined herein.

ADDITIONAL DISCLOSURES

The Quarterly Administration fee is billed quarterly in arrears, based on Total Account Value (TAV).

After Account establishment, most charges associated with transactions, Account administration and "other charges" will be calculated and assessed at the end of each quarter, and fees are immediately collected, per the Specified Collection Method, if available, and as otherwise specified herein. Manual or telephone distribution charges will be assessed and collected at time of the transaction or activity.

Fees for non-recourse loans will be assessed on the asset only. The loan will not be included for the purpose of determining fees.

Fees will continue to accrue and be payable as long as the Account is open, even if the Account contains no assets from which the Custodian can collect amounts owed by the Participant.

Unfunded Accounts and Accounts with a zero value continue to incur administrative fees until the Account is closed either by the Participant or by the Custodian upon resignation.

Accounts holding cash equal to the Full Account Closure cost fee (specified on the Fee Schedule) or less and no other assets may be closed at the Custodian's sole discretion, and the cash balance will be paid to the Custodian in lieu of the Full Account Closure fee.

All outstanding Account fees and charges must be satisfied prior to the completion of an asset transfer /distribution or an Account closure.

Fees Charged by a Third Party Related to Investments May Apply

Apart from services charged by the Custodian, there may be certain charges connected with the investment holdings in the Account. These service charges may include, but are not limited to, foreign currency, recording, surrender, asset sponsor and reregistration. Such fees will be assessed and collected at the time of the transaction.

3.3 Disputes

- (a) **California.** If you open an Account with us in California and a dispute arises between us with respect to the Account, this Agreement, its enforcement or our Account services, either of us may require that it be resolved by judicial reference in a California Superior Court in accordance with California Code of Civil Procedure, Sections 638, et seq. The referee shall be a retired judge, agreed upon by the parties or appointed by the court. All costs of the reference procedure, including (among other costs) fees for the referee and the court reporter, shall be paid equally by all parties as the costs are incurred. The referee shall hear and decide all pre-trial and post-trial matters, including requests for monetary damages and equitable relief, prepare an award with written findings of fact and conclusions of law, and apportion costs between the parties as appropriate. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal.
- (b) **Other States.** If your Account was opened at a bank location outside California, you and we each waive our respective rights to a trial before a jury in connection with disputes between us related to your Account, this Agreement, its enforcement or our Account services to the fullest extent permitted by law. This waiver shall not apply if your Account is opened with us in a state where a jury trial waiver is not permitted by law. If your Account is opened with us in a state where jury trial waiver is not permitted by law, you and we

agree as follows: A lawsuit may be brought in court by either you or us only if the claims of all parties, including damage claims of all types, total less than \$50,000. If the claims of all parties total \$50,000 or more, you and we agree that all disputes of fact and law in connection with your Account, this Agreement, its enforcement, or our Account services shall be decided, at the option of either party, by binding arbitration, under the Rules of the American Arbitration Association, in accordance with Title 9 of the United States Code (Federal Arbitration Act) and the Commercial Arbitration Rules of the American Arbitration Association. You and we agree that the arbitrator(s) may conduct some or all of the arbitration by telephone if the arbitrator(s) find that doing so is appropriate given the location of the parties and the amount in question.

A single arbitrator will be chosen for any dispute that involves total claims of \$250,000 or less. In that case, the arbitrator will only have the power to award up to \$250,000, including all damages and costs of every kind. A submission to a single arbitrator will be deemed a waiver of any right to recover more than that amount. A dispute involving total claims exceeding \$250,000 will be decided, upon the request of either party, by a majority vote of a panel of three arbitrators. Any arbitrator appointed under this Agreement must be an attorney with 15 or more years of practice or a retired judge. No arbitrator shall have the power to award any remedies that could not be ordered by a court under the laws of the state where your Account was opened. The arbitrator(s) shall decide the dispute in accordance with the law of the state where the Account was opened, and the arbitrator(s) shall not have the power to decide the dispute on any other basis.

- (c) **All States.** Nothing in this Agreement limits or prevents either party from exercising any lawful self-help remedies, such as set off, exercising any right or remedy as a secured party against any collateral pursuant to the terms of a security agreement or otherwise, or from complying with legal process involving accounts or other property. Further, nothing in this Agreement limits or prevents any party from filing a lawsuit in court to obtain provisional or ancillary remedies such as attachment, replevin or writ of possession, injunctive relief, the appointment of a receiver, or to interplead funds in the event of a dispute. Any action or arbitration brought in accordance with this Agreement may be brought only in the state where your Account was opened, except that any lawsuit for provisional or ancillary remedies may also be brought in the state where the defendant resides or the collateral or other assets are located. Disputes in an amount subject to the jurisdiction of that state's small claims court shall not be subject to an arbitration or judicial reference proceeding.
- (d) **Class Action Waiver.** Neither you nor we may bring, join or consolidate disputes as a representative or member of a class in any dispute, claim, or proceeding (including any arbitration), or act with respect to any dispute, claim or proceeding in the interest of the general public or in a private attorney general capacity.

- (e) **Miscellaneous.** Unless we agree otherwise, Accounts that are not opened in person at a bank location (e.g., Accounts opened through our franchise lending or association banking division) will be deemed to be opened in the State of California.

3.4 Confidentiality & Security

The Custodian restricts access to non-public personal information about the Participant and the custodial Account to those employees, vendors and agents who need to know that information to provide products or services to the Account. The Participant's information may also be shared to respond to court orders and legal investigations. The Custodian's information security controls, processes and account access security are considered proprietary information. The Custodian maintains physical, electronic, and procedural safeguards that comply with federal standards to guard the Participant's non-public information.

Access to Account information is provided only to authorized parties after written or verbal requests successfully pass authentication. It is the obligation of the Participant's financial representative ("FR") to promptly report suspected or actual security breach activity. Delayed reporting may limit the Custodian's liability.

3.5 Confirmations Delivery Policy

The Participant agrees to receive confirmations for trades processed by the Custodian in the form of periodic statements which detail trading transactions. The Participant further understands that the Participant may receive a duplicate broker-dealer confirmation or a written notification of a particular mutual fund or other publicly-traded investment transaction at no additional cost.

3.6 Terms and Conditions of Financial Representative (FR)

If the Participant wishes to designate an FR, the designation must be made on a form acceptable to the Custodian. Upon such designation, the named FR will act subject to the following terms and conditions:

- (a) The Participant, and not the Custodian, is responsible for the actions of the FR. The FR is the authorized agent of the Participant and is not an employee or agent of the Custodian. The Participant acknowledges that the Custodian does not require that the Participant appoint an FR, does not recommend the appointment or retention of any specific FR, does not make any representations regarding his compliance with securities laws or registration requirements, and is not affiliated with the FR in any way.
- (b) The FR (which includes the FR's employees and staff) is authorized to provide transaction instructions to the Custodian for the Account and to direct Custodian to perform transactions for the Account.
- (c) The Custodian shall be fully protected in relying on and acting on any notice, instruction, direction or approval received from the FR. The Custodian shall be under no duty to make any investigation or inquiry with respect to any notice, instruction, direction or approval received from the FR, or to investigate or take any action with respect to the FR.

- (d) The Participant may remove the FR by providing written notice to the Custodian on a form acceptable to the Custodian; however, the removal of an FR shall not have the effect of canceling any notice, instruction, direction or approval from that FR received by the Custodian before the Custodian receives written notice of the removal of the FR.
- (e) The Participant may designate a new FR by providing written notice to the Custodian on a form provided by the Custodian; however, the Custodian shall not rely on or act on any notice, instruction, direction or approval from the new FR received by the Custodian before the Custodian receives the written notice of the new designation of the FR.

3.7 Authorized Interested Party

The Participant may designate and/or identify a person ("Authorized Interested Party") who shall be authorized to access Account information, but who shall not be authorized to give investment instructions. Any Individual who is designated as an Authorized Interested Party by the Participant may not be a sponsor of or otherwise affiliated with an investment in the Account. It is the responsibility of the Participant and the Authorized Interested Party to review the assets for the Account to ensure compliance with this provision and to take steps to remove an Authorized Interested Party from the Account in the event of non-compliance.

3.8 Indemnification

This Section applies to the Participant, to the Participant's named beneficiary(ies) and any subsequent beneficiary(ies). All references to the Participant in this Section include the beneficiary(ies) upon the death of the Participant and any subsequent beneficiary(ies).

- (a) The Participant waives and shall hold the Custodian its affiliates (including its subsidiaries), their employees, directors, shareholders, officers, agents and representatives, and any successors or assigns of the foregoing (collectively, the "Indemnified Parties") harmless from any and all actions, proceedings, fines, and claims, including but not limited to, damages, court costs, legal fees and costs of investigation arising (i) as a result of changes in the market value of any Account asset; as a result of any notice, instruction, direction or approval received from a Participant or the FR; (ii) by reason of any exercise or failure to exercise investment direction authority by a Participant or the FR; (iii) by reason of the Custodian's refusal to act in accordance with any exercise of investment direction by a Participant or FR; (iv) as a result of any failure of the FR or asset sponsor to comply with any laws, including registration requirements; (v) by reason of any other act or failure to act by a Participant or by the FR; or (vi) by reason of any prohibited transaction or IRA disqualification occurring as a result of any action taken or not taken by the Custodian in reliance on direction from a Participant or the FR.
- (b) The Participant, and upon the death of the Participant, the beneficiary, agrees to defend, indemnify and hold harmless the Indemnified Parties, from and against any all third party (including governmental) claims (actual or threatened), actions, proceedings, fines and any and all damages, losses, liabilities, costs and expenses, including but not limited to attorneys' fees, court costs and witness fees, that the Indemnified

Parties may be subject to, incur or pay out, based on, as a result of, arising out of or otherwise related in any way to:

- (i) Any act of any Indemnified Party with respect to the applicable Custodial Arrangement or the Account;
- (ii) A breach by Participant, or the FR of these Terms, the applicable Custodial Arrangement, or any representation or warranty, covenant or obligation contained herein or therein;
- (iii) Any claim, suit, action or liability that may be alleged or asserted against an Indemnified Party or the Account in connection with (A) any investment made with Account assets, (B) any disposition of any Account asset, (C) any holding or ownership of any asset of the Account or (D) any act taken by an Indemnified Party pursuant to any direction from the Participant or the FR or for failing to act in the absence of any such direction;
- (iv) The investment of or any transaction involving any Account asset or any claims or allegations relating to any such investment or transaction; or
- (v) Any lawsuit, action, arbitration, formal inquiry or other legal proceeding related to or arising from (A) the custodial services provided under these Terms, or (B) the Participant's participation in a Custodial Arrangement, in each case in which an Indemnified Party is named as a party or nominal party (except for any action in which the Custodian is named as a defendant by the Participant alleging a breach of these Terms by the Custodian).

The Custodian shall have the rights set forth in Section 3.1(a) with respect to any Losses.

3.9 Custodian Duties

The Custodian's duties shall be limited to those expressly stated under the Custodial Arrangement, these Terms, or as imposed by the Code or other applicable law. The Custodian acts in a non-discretionary capacity and has no fiduciary capacity or authority with respect to any matter involving the Account or the Account assets, including but not limited to (1) the appointment and retention of the FR; (2) the selection and retention of Account investments; and (3) the selection of Account assets in order to make distributions from the Account whether in cash or in kind.

The Custodian's "custodial duties" are limited to receiving Participant's funds or investment from Participant or their FR, following Participant's or their Financial Representative's reasonable written instructions and carrying out the ministerial duties set forth in these Terms or the applicable Custodial Arrangement. The Custodian shall be authorized, and shall have the responsibility, only to follow the written instructions of the Participant and/or the Participant's Financial Representative or as expressly provided in the applicable Custodial Arrangement or these Terms.

The Custodian will not act as an investment advisor to a Participant and shall not have any duty to question the Participant's or his authorized agent's directions regarding the purchase, retention or sale of any asset or appointment of agent.

The Custodian shall render no tax, legal investment or other advice (and no statement, communication or other act by the Custodian or any of its employees or agents shall be deemed to constitute

or may be relied upon as any such advice) with respect to any investment or transaction involving the applicable Custodial Arrangement.

The Custodian is entitled to act upon any instrument, certificate, or form the Custodian believes is genuine and believes is executed or presented by the proper person or persons, and unless notified by Participant within the Statement Window, the Custodian need not investigate or inquire as to any statement contained in such document but may accept it as true and accurate.

Participant acknowledges that it is the Participant's duty and responsibility to ensure that any documents relating to any investment are signed, recorded, genuine, legally enforceable and/or sufficient to give rise to a legal interest, including but not limited to title or a security interest. Participant acknowledges that the Custodian shall have no duty or responsibility to take such actions.

3.10 Custodian's Valuation Reporting Policy

Participant has reviewed, acknowledges, understands, and agrees to Custodian's valuation reporting policy, attached hereto as **Exhibit A**.

3.11 Statement Review Period

The Participant will have 30 days of the date of any Account statement to notify the Custodian in writing of any errors or inaccuracies reflected in such statement. If the Custodian does not receive the Participant's written objections within the stated period, the Account statements will be deemed correct and accurate, and the Custodian shall be relieved of all liability for the report, act or procedure reflected on the statement.

3.12 Telephone Trading & Recorded Phone Line Authorization

By signing the IRA Application, the Participant authorizes the Custodian to honor eligible transaction requests it receives by telephone from the Participant or his designated Financial Representative (including employees and staff of the FR).

The Custodian reserves the right not to honor transaction requests by telephone if there are not sufficient funds or shares in the Account, or if the Custodian receives incomplete information to process the requested transaction. The Custodian will not be liable for any loss, expense or cost arising out of any telephone instructions that are processed pursuant to this procedure.

The Custodian has automatic telephone recording equipment on certain telephone lines used by its employees who take or process trading requests and client inquiries. By signing the Account Application, the Participant gives the Custodian consent to record and play back such calls as necessary for business purposes, and he/she acknowledges that recorded phone line conversations are the property of the Custodian. Recorded phone line conversations are the property of the Custodian and will be maintained at the sole discretion of the Custodian.

ARTICLE 4 – MISCELLANEOUS

4.1 Non-Deposit Investments not Insured by the FDIC

The Participant acknowledges that non-deposit investments, such as, but not limited to, stocks, bonds, mutual funds, notes, real property and private placements, of the Account are not insured by the Federal Deposit Insurance Corporation ("FDIC") and are subject to investment risks, including the loss of principal.

4.2 Acceptance by Custodian

In lieu of the Custodian's signature on the applicable Account Application, acceptance and execution of the applicable Custodial Arrangement by the Custodian is evidenced by the Custodian's establishment of a Custodial Account for the Participant.

4.3 Successors

All terms and conditions of these Terms shall be binding on and shall inure to the benefit of the parties hereto and their successors and authorized assigns.

4.4 Conflicting Claims

In the event that conflicting claims arise, or in the reasonable opinion of the Custodian, the Custodian may, in its discretion, cause a court action to be filed with respect to the Account (or portion thereof) in accordance with applicable law and the other provisions of the applicable Custodial Arrangement.

4.5 Controlling Provisions

Any provision of the applicable Custodial Arrangement, the Participant's applicable IRA Application and the terms and conditions applicable to the Account shall be invalid to the extent it is inconsistent, in whole or in part, under any applicable statute or rule of law, including Code Section 408(p), and the regulations issued thereunder. Any additional articles inconsistent with such applicable law will be considered inoperable to the extent of such invalidity, illegality, or unenforceability, and the remainder of these Terms, along with the terms of the applicable Custodial Arrangement will continue in full force and effect.

4.6 Notice & Change of Address

Any notice required hereunder shall be deemed properly given two (2) days after being sent by registered mail, or one (1) day after being sent by commercial overnight courier service to a party at the address for such party listed herein or at such other address as such party so designates in writing. The Participant must notify the Custodian of any change in address in writing. In addition, the Participant must notify the Custodian of any divorce or change in marital status which would have an impact upon the Account.

EXHIBIT A – VALUATION REPORTING POLICY

Each Account statement the Participant receives reflects the reported value of the Account assets, all transactions that have been processed by the Custodian and all fees (if any) that have been charged. The Custodian reports the value of Account assets as accurately as possible using the resources available to it. The Values listed on the Custodian Account statement may differ from values listed on related brokerage account or other asset sponsor statements.

Individual values for securities that have publicly-quoted prices are reported based solely on such quoted prices, which are obtained from a quotation service or other source generally available to the public. The Custodian does not guarantee the accuracy of prices obtained from quotation services or other sources, or the length of availability of such prices.

Values for alternative assets are generally reported at their original offering price to investors. The Custodian classifies alternative assets into two types: equity and debt. Assets that the Custodian has classified as alternative equities include, but are not limited to, non-service priced private partnership or limited liability company interests, private common and preferred stock and private real estate investment trusts.

Assets that the Custodian has classified as alternative debt include, but are not limited to, mortgages/ deeds of trust, corporate and private partnership notes and other private debt offerings. Information regarding whether an alternative asset has been classified as equity or debt is available upon request.

On an annual basis (or more frequently if requested), the Custodian requests updated valuation information from such persons as asset sponsors, general partners or managing members of private partnership or limited liability company interests, officers of private corporations and sponsors of other assets it has classified as alternative equities. The Custodian will normally adjust the reported value of an alternative equity asset if the general partner, officer or sponsor provides the Custodian with an updated value. If it does not receive an updated value from the general partner, officer or sponsor, the Custodian may require that the Participant obtain and provide to the Custodian an updated value from the asset sponsor, or provide an independent appraisal for their asset. If the Participant fails to provide this information, the Custodian may, at its discretion, retain a third-party to obtain a value and charge the Participant for such costs, or require the Participant to remove the asset from their Account by transfer or distribution. If the Participant does not remove the asset from the Account as directed, the Custodian may distribute the asset to the Participant at the last reported value or resign and distribute the entire Account to the Participant. Participants who hold real estate in their Account must provide an annual valuation to satisfy IRS reporting requirements. If the Participant fails to provide this information, the Custodian may attempt to obtain a value from an independent third party and charge a fee to the Account. If the Participant does not remove the asset from the Account as directed, the Custodian may distribute the asset to the Participant at the last reported value or resign and distribute the entire Account to the Participant. The Custodian does not request updated valuation (or outstanding loan balance) information for assets it has classified as alternative debt. However, the Custodian will normally adjust the reported value (or outstanding loan balance) of an alternative debt asset if it receives updated valuation (or outstanding loan balance) information from the Servicing Agent or from the alternative debt asset sponsor. For alternative debt assets that, according to the Custodian's records have passed their maturity date, the Custodian may require the asset sponsor, Servicing Agent or Participant to provide information to show the current status of the asset. If the Custodian does not receive this information when requested, the Custodian may, at its discretion, retain a third-party to obtain a value and charge the Participant for such costs, or distribute the asset to the Participant at the last reported value or resign and distribute the entire Account to the Participant. The Custodian does not conduct appraisals of assets and does not seek to verify the prices or values provided to it. The reported value of any asset may differ materially from its actual value. The Custodian does not guarantee the accuracy of reported values or whether the Participant will be able to obtain the reported value in the event of a sale, redemption or surrender.

Values reported as zero "0.00" indicate that either: (i) the Custodian has become aware of an event that has occurred making the previous valuation doubtful, such as a bankruptcy filing or appointment of receiver, (ii) the Custodian has received information from the asset sponsor, or an independent appraisal from a third party to indicate that the asset has no value, or (iii) a security generally has a publicly-quoted price, but the Custodian has received a "no-bid" indication from a third party quotation service. Valuation information or other information provided or reported by the Custodian should not be used as a basis for making, retaining or disposing of an asset. Please refer to reports (or other information) provided by brokers, general partners, corporate officers or other asset sponsors (or contact these sources directly) with regard to the current operation and status of any chosen asset(s). The frequency with which the Custodian updates prices depends upon the asset type and the frequency with which asset sponsors provide updated valuation information. This means that a price might be updated monthly, quarterly, semiannually, annually or on the specific date the updated valuation information was received. This may also mean that, while the number of shares or other information regarding an asset has been updated, the price may not have been updated.

Note: Mutual funds and other assets sometimes pay dividends or distribute income on or shortly before quarter-end. Such transactions generally will not be reflected on the Account Statement until the quarter in which the Custodian receives payment or confirmation from the asset sponsor verifying the transaction and share position. Please keep this in mind when reviewing the Participant security positions and Account value.

A total value for all your assets (by category) is listed in the "Portfolio Holdings" portion of your statement. Your Account Statement (and the reported values therein) should not be used as the basis for making, retaining or disposing of an asset.



Solo(k) Resolutions Adopting Plan

1. PLAN INFORMATION

- Enter the plan name you entered in Section 1 of your Solo(k) Account Plan Application.

PLAN NAME

THE UNDERSIGNED, WHO IS/ARE:

- The sole director/all directors (if a corporation)
The sole members/all members (if a limited liability company (LLC))
The sole proprietor (if a sole proprietorship)
The sole partner/all partners (if a partnership)

of

COMPANY NAME (THE "COMPANY")

RESOLVED, that the Company hereby adopts the:

SOLO(K) PLAN (THE "PLAN")

including the Pension Protection Act of 2006 Individual(k) Basic Plan Document Amendment, effective:
*Enter the first day of plan/fiscal year in which the plan is adopted

DATE (MM/DD/YYYY)

RESOLVED FURTHER, that the proper individuals for the Company shall be and hereby are authorized, directed and empowered to do and perform any and all acts that may be necessary or may appear to said officer to be appropriate or desirable to implement fully the authorizations set forth in these resolutions; and

RESOLVED FURTHER, that any and all acts taken for and on behalf of the Company by the proper individuals prior to the date of the adoption of these resolutions in connection with the adoption of the Plan shall be and here by are approved, ratified and confirmed in all respects as the duly authorized act and deed of the Company as of the date each such action was taken.

IN WITNESS WHERE OF, the undersigned have adopted the foregoing resolutions on, and as of:

DATE (MM/DD/YYYY)

RESOLVED FURTHER, that:

PLAN TRUSTEE NAME

is appointed as Plan Trustee and Pacific Premier Trust, a division of Pacific Premier Bank is appointed as Custodian.

CONTINUED ON NEXT PAGE



2. SIGNATURES

PRINTED NAME

SIGNATURE

DATE

PRINTED NAME

SIGNATURE

DATE

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:
PacificPremierTrust.com/upload
Fax to: 303-614-7038

Send mail to:
FIS - Processing Center
Attn: Pacific Premier Trust
PO BOX 981012
Boston, MA 02298

For overnight deliveries:
FIS-Remittance Processing
Loading Dock #2
Attn: Pacific Premier Trust
10 Dan Road
Canton, MA 02021

Questions?
Call: 800-962-4238





Solo(k) Beneficiary Designation

IMPORTANT INFORMATION

THE ORIGINAL OF THIS FORM MUST BE KEPT BY THE EMPLOYER. PLEASE SUBMIT A COPY TO PACIFIC PREMIER TRUST.

Please complete the information below to indicate who will receive Plan benefits payable upon your death. You are not limited to the number of total beneficiaries. NOTE: please do not use this form for IRA accounts - submit the IRA Beneficiary Designation for those account types.

If you are designating a Trust as a beneficiary - Pacific Premier Trust also requires a completed Trust Certification Form in order to process the designation.

If you have more than two primary beneficiaries, complete additional copies of this form and indicate the percentage total (100%) at the bottom of the last page. If there are multiple participants for the plan, each participant will need to complete a separate beneficiary designation.

NOTE: If you designate two or more primary or secondary beneficiaries, and one of them predeceases you, his or her share will be allocated pro rata to the surviving primary or secondary beneficiaries, unless you indicate otherwise in an attachment to this form.

1. PLAN NAME & ACCOUNT

- Enter the plan name you entered in Section 1 of your Solo(k) Application form.

Form fields for PLAN NAME and PACIFIC PREMIER TRUST ACCOUNT NO.*

2. PARTICIPANT INFORMATION

Form fields for NAME (FIRST, MI, LAST)*, SSN NO.*, DATE OF BIRTH*, and CURRENTLY MARRIED* (Yes/No)

3. PRIMARY BENEFICIARY DESIGNATION

The total percentage of ownership for each level of beneficiary, both primary and contingent, must equal 100%. For example: if you are designating 3 beneficiaries with rights to equal portions of the account, the amount should reflect 33.33%, 33.33% and 33.34%. If your beneficiary designation request does not total 100%, Pacific Premier Trust will not be able to process the designation and will reach out for clarification.

Form fields for NAME OF INDIVIDUAL, TRUST, ESTATE, ENTITY, ETC.*, SSN/TAX ID NO.*, DATE OF BIRTH/ESTABLISHMENT*, RELATIONSHIP*, PERCENTAGE*, MAILING ADDRESS*, CITY*, STATE/PROVINCE*, COUNTRY*, POSTAL CODE*, EMAIL ADDRESS*, and PRIMARY PHONE NO.*

CONTINUED ON NEXT PAGE



NAME OF INDIVIDUAL, TRUST, ESTATE, ENTITY, ETC.*			
SSN/TAX ID NO.*	DATE OF BIRTH/ESTABLISHMENT*	RELATIONSHIP*	PERCENTAGE* %
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTRY*	POSTAL CODE*
EMAIL ADDRESS*		PRIMARY PHONE NO.*	

4. CONTINGENT BENEFICIARY DESIGNATION

- Please indicate the Contingent Share Percentage(s) below. The total must add up to 100%.

NAME OF INDIVIDUAL, TRUST, ESTATE, ENTITY, ETC.*			
SSN/TAX ID NO.*	DATE OF BIRTH/ESTABLISHMENT*	RELATIONSHIP*	PERCENTAGE* %
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTRY*	POSTAL CODE*
EMAIL ADDRESS*		PRIMARY PHONE NO.*	

NAME OF INDIVIDUAL, TRUST, ESTATE, ENTITY, ETC.*			
SSN/TAX ID NO.*	DATE OF BIRTH/ESTABLISHMENT*	RELATIONSHIP*	PERCENTAGE* %
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTRY*	POSTAL CODE*
EMAIL ADDRESS*		PRIMARY PHONE NO.*	

5. PARTICIPANT SIGNATURE

- The designations above supersede any previous beneficiary designations I have made for my Plan benefits.
- I understand that if I am married, this Beneficiary Designation will not be effective if I have designated a Primary Beneficiary other than my spouse unless my spouse has consented to this designation below.

	PARTICIPANT SIGNATURE*	DATE*



6. SPOUSAL CONSENT

- If the Account Owner is married and has designated any Primary Beneficiary other than their spouse, this section must be signed and dated by the spouse.

I, the undersigned spouse of the Account Owner named above, hereby consent to and accept the beneficiary designation without regard to whether I survive or predecease my spouse.

 SPOUSE SIGNATURE*	DATE*
---	-------

(Notary acknowledgement required for spouse's consent signature when Account Owner has designated a non-spouse beneficiary.)

NOTARY ACKNOWLEDGMENT

Notary is required for spousal consent signature when an Account Owner living in a community property state has designated a non-spouse beneficiary. If a notary is included, please fax or upload the document to Pacific Premier Trust.

State of _____; County of _____

On this _____ day of _____, 20____, before me, _____

a Notary Public in and for said County and State, personally appeared (Name): _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

[SEAL]

WITNESS my hand and official seal.

7. ACKNOWLEDGMENT & SIGNATURE

I acknowledge that this new beneficiary designation supersedes any and all other beneficiary designations previously provided to Pacific Premier Trust. This designation shall be in effect until I otherwise notify Pacific Premier Trust in writing.

PLEASE SIGN AND DATE BELOW.

 ACCOUNT OWNER SIGNATURE	DATE
---	------

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.

Upload forms to:
PacificPremierTrust.com/upload
Fax to: 303-614-7038

Send mail to:
FIS - Processing Center
Attn: Pacific Premier Trust
PO BOX 981012
Boston, MA 02298

For express deliveries:
FIS-Remittance Processing
Loading Dock #2
Attn: Pacific Premier Trust
10 Dan Road
Canton, MA 02021

Questions?
Call: 800-962-4238





Solo(k) Contribution

1. PLAN NAME

- Enter the plan name you entered in Section 1 of your Solo(k) Application form.

PLAN NAME*

2. PARTICIPANT INFORMATION

NAME (FIRST, MI, LAST)*

SSN*

DATE OF BIRTH*

PRIMARY PHONE NO.*

3. CONTRIBUTION INFORMATION

Check and complete all that apply. For each contribution type you select below (A, B and C), you are confirming that the statements below the contribution type are true.

- A. Roth (after-tax) elective deferral contribution... B. A pre-tax elective deferral contribution... C. A profit sharing (discretionary) contribution...

4. EMPLOYER SIGNATURE

EMPLOYER SIGNATURE*

DATE*

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Boston, MA 02298

For express deliveries: FIS-Remittance Processing
Loading Dock #2
Attn: Pacific Premier Trust
10 Dan Road
Canton, MA 02021

Questions? Call: 800-962-4238





Pension Benefit Consultants Pacific Premier Trust Solo(k) Plan Service Agreement

This Service Agreement ("Agreement") is entered into between:

EMPLOYER NAME*

and Pension Benefit Consultants, a California corporation, hereinafter referred to as "PBC" with respect to the Employer's Plan ("Plan"):

PLAN NAME (THE NAME YOU CREATED IN SECTION 1 OF YOUR SOLO(K) APPLICATION)*

For all purposes of the Agreement, the "Employer" is deemed to be the Plan Administrator unless specified otherwise.

1. **PBC's Administrative Functions:** In consideration for the fees to be paid to PBC pursuant to PBC's Service Agreement Fee Schedule as in effect from time to time, PBC agrees to perform the following administrative functions for the Plan Administrator:
 - a. Review contributions of Salary Deferrals and Employer Contribution
 - b. Review compliance limits of IRC 402(g), 415(c), 414(v), 404(a)
 - c. Preparation of reports showing the benefits of plan participants
 - d. Process claims and termination benefits for Plan participants
 - e. Prepare any required notices for employee/participant
2. **PBC's Obligations:** In performing the services described in Section 1 above and in considerations for the fees paid, it is understood and acknowledged by and among PBC, the Plan Administrator and Employer that:
 - a. Neither this nor any other agreement shall release Employer, the Plan Administrator, the Trustee of the Plan's Trust, other designated Fiduciaries or other responsible persons providing services to the plan of any of the responsibilities or liabilities imposed by the Employee Retirement Income Security Act of 1974 ("ERISA") and the Internal Revenue Code of 1986, as amended from time to time.
 - b. PBC will act in all matters only upon the direction of the Plan Administrator or the Trustees of the Plan's Trust and will at no time exercise any discretion or independent authority with respect to the performance of the Administrative services described in this Agreement, no such independent authority or discretionary rights having been granted to PBC by the Employer, the Plan Administrator, or the Trustee of the Plan's Trust under this or any other agreement.
 - c. PBC shall not at any time under this Agreement or otherwise act in any capacity that is or may be construed as that of a fiduciary or investment counselor to the Plan or the Plan's Trust.
 - d. The Employer and the Plan Administrator, and each of them, agree to indemnify, defend and hold PBC harmless from all liability for any Federal, state or other taxes, which may be imposed upon Employer, any participant under the Plan or upon any third party acting in any capacity in connection with the Plan. Furthermore, it is agreed that PBC shall not have any duty to question any action or direction of the Employer, the Trustee of the Plan's Trust, the Plan Administrator or any agent or employee of these parties. Notwithstanding the preceding sentence, if any party to this Agreement or any governmental agency attempts to impose liability upon PBC based upon a duty to question such actions, the Employer, the Plan Administrator and the Trustee of the Plan's Trust, and each of them, agree to indemnify, defend and hold PBC harmless from all liability from any loss or damage (including any attorneys' fees), and any additional taxes in any manner, directly or indirectly, arising out of or incident to the failure of PBC to question any action of the Employer, the Plan Administrator, the Trustee of the Plan's Trust or any agents or employees of these parties.
 - e. PBC will rely solely upon the information submitted by fiduciaries of the Plan. PBC is not responsible for any penalties, plan disqualification or any other liability due to the failure of the Plan fiduciaries to submit said information on a timely basis or due to said fiduciaries' failure to submit accurate information. The Employer, the Plan Administrator, the Trustee of the Plan's Trust and each of the above designated parties and fiduciaries agrees to indemnify, hold harmless and defend PBC from all liability, loss and damage (including attorneys' fees) and any additional taxes in any manner, directly or indirectly, arising out of or incident to any actions of the Employer, the Plan Administrator, the Trustee of the Plan's Trust or any other designated fiduciaries of the Plan.
 - f. Either PBC or "Employer" shall have the right to terminate the Agreement for these services at any time without cause upon thirty (30) days prior written notice.

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.

EMPLOYER:

PRINT EMPLOYER NAME*

 EMPLOYER SIGNATURE*

EMPLOYER TITLE*	DATE*
-----------------	-------

PBC:

 PENSION BENEFIT CONSULTANT SIGNATURE*

CONSULTANT TITLE*	DATE*
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Pension Benefit Consultants Pacific Premier Trust Solo(k) Plan Service Agreement Fee Schedule

BASIC ANNUAL ADMINISTRATIVE SERVICES:

Annual Administrative Fee:	\$250.00
Additional Cost Items	
Participant Loans:	\$75.00
Participant Distributions:	\$75.00

The Annual Administrative Fee above (\$250) covers basic administrative functions that are performed based on the information gathered from the two attached questionnaires and documents provided by the Employer. Work outside of the scope of our basic administrative services will be billed separately as special services.

1. Review Elective Deferrals and Profit Sharing Contributions
2. Review compliance with limits of IRC 402(g), 415(c), 414(v), 404(a)
3. Preparation of reports showing the benefits of plan participants
4. Process claims and termination benefits for Plan participants
5. Prepare any required notices for employee/participant

Additional fees will be assessed for work that must be completed if incomplete or inaccurate information is provided to PBC.

SPECIAL SERVICES AND PLAN CONSULTING:

Enrolled Actuary	\$250.00 per hour
Consultant	\$225.00 per hour
Administrator	\$135.00 per hour
Assistant Administrator	\$90.00 per hour

NOTE: The above fees are based on a reasonable time estimate within which to perform basic compliance functions for a standard plan based on information provided by the client in the Pension Benefit format. If special services are needed to maintain plan qualification or compliance, additional charges will apply.

TERMS OF PAYMENT:

Annual Administrative Fee is paid with Annual Service Agreement. Participant loans, distributions and Special Services will be progress billed as charges are incurred.

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Pension Benefit Consultants
Pacific Premier Trust Solo(k) Plan Contribution Assessment Questionnaire

CONTACT PERSON* PHONE NO.*
PLAN SPONSOR LEGAL NAME*
MAILING ADDRESS*
CITY* COUNTRY* STATE/PROVINCE* POSTAL CODE*
PARTICIPANT* DOB*

Please provide the following information from your tax forms:

For Unincorporated Businesses:
If you are a sole proprietor or a sole owner of an LLC; Please enter line 31 of Form 1040 Schedule C:
Do you have any other income that is subject to Social Security/FICA? Please enter other compensation covered under Social Security:
For Incorporated Businesses:
Please enter the greater of line 1 or line 5 from your W-2 Form:
Select the Profit Sharing Contribution that you would like to make:
What amounts have elected as your 401(k) contributions?

I authorize Pension Benefit Consultants to use the above information to calculate a profit sharing contribution for my consideration. I understand that I will pay an additional fee of \$75.00 if these calculations need to be rerun.

ACCOUNT OWNER SIGNATURE* DATE*

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.



Pension Benefit Consultants
Pacific Premier Trust Solo(k) Plan General Questionnaire

IMPORTANT INFORMATION

This questionnaire is used primarily to assess the Solo(k) Plan's 5500 filing requirements. Please retain for use prior to the fiscal year-end. At that time, you will need to complete and remit to PBC.

CONTACT PERSON* PHONE NO.*

PLAN SPONSOR LEGAL NAME*

MAILING ADDRESS*

CITY* COUNTRY* STATE/PROVINCE* POSTAL CODE*

EMPLOYER PHONE NO.* EMPLOYER ID NO.* SIC BUSINESS CODE*

Does this Employer entity sponsor any other retirement plans?
Do the total Assets in all these plans (including the Pacific Premier Trust Solo(k)):
Amount of Cash Contributions for this plan year:
Amount of plan distributions paid to participants or beneficiaries:
Amount of nontaxable plan distributions to participants or beneficiaries:
Amount of transfers to other plans:

Does the plan hold any of the following assets?
Partnerships/Joint Ventures:
Employer Real Property:
Real Estate (other than Employer Real Property):
Employer Securities:
Participant Loans:
Loans (other than to plan participant):
Tangible Personal Property:

Did the plan and a "disqualified person" enter into any of the following transactions?
Sale, Exchange, or lease of Property:
Payment by the plan for services:
Acquisition or holding of employer securities:
Loan or extension of credit:

Name Date of Birth Date of Hire W-2 or Self Employed Earnings
Amount of other Employment Compensation that paid into FICA:

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Pension Benefit Consultants

Definition of a Disqualified Person

DISQUALIFIED PERSON — The term “disqualified person” means a person who is:

1. a fiduciary;
2. a person providing services to the plan;
3. an employer any of whose employees are covered by the plan;
4. an employee organization any of whose members are covered by the plan;
5. an owner, direct or indirect, of fifty (50) percent or more of:
 - the combined voting power of all classes of stock entitles to vote or the total value of shares of all classes of stock of a corporation,
 - the capital interest or the profits interest of a partnership, or
 - the beneficial interest of a trust or unincorporated enterprise, which is an employer or an employee organization described in subparagraph (C) or (D);
6. a member of the family (as defined in paragraph (6)) of any individual described in subparagraph (A), (B), (C), or (E);
7. a corporation, partnership, or trust or estate of which (or in which) fifty (50) percent or more of:
 - the combined voting power of all classes of stock entitled to vote or the total value of shares of all classes of stock of such corporation,
 - the capital interest or profits interest of such partnership, or
 - the beneficial interest of such trust or estate, is owned directly or indirectly, or held by persons described in subparagraph (A), (B), (C), (D), or (E);
8. an officer, director (or an individual having powers or responsibilities similar to that of officers or directors), a ten (10) percent or more shareholder, or a highly compensated employee (earning ten (10) percent or more of the yearly wages of an employer) of a person described in subparagraph (C), (D), (E), or (G); or
9. a 10 percent or more (in capital or profits) partner or joint venturer of a person described in subparagraph (C), (D), (E), or (G).

The Secretary, after consultation and coordination with the Secretary of Labor or his delegate, may be regulation prescribe a percentage lower than fifty (50) percent for subparagraphs (E) and (G) and lower than ten (10) percent for subparagraphs (H) and (I).

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Solo(k) Deferral Election Unincorporated Business

IMPORTANT INFORMATION

Complete this form to make an elective deferral for this year or change or terminate your current elective deferral. This form, when executed, should be kept with your company's plan records. A copy of this form should be provided to Pacific Premier Trust.

1. PLAN INFORMATION

- Enter the plan name you entered in Section 1 of your Solo(k) Application form.

PLAN NAME*

2. PARTICIPANT INFORMATION

NAME (FIRST, MI, LAST)*

SSN*

DATE OF BIRTH*

PRIMARY PHONE NO.*

MAILING ADDRESS*

CITY*

COUNTRY*

STATE/PROVINCE*

POSTAL CODE*

3. DEFERRAL ELECTION — UNINCORPORATED BUSINESS

- Check and complete one or both boxes, as applicable.

I hereby elect to have % or \$ deducted from each paycheck I receive after I sign this form as a Roth (after-tax) elective deferral contribution. (Enter "0" in both fields above if you are terminating your current Roth election.)

I hereby elect to have % or \$ deducted from each paycheck I receive after I sign this form as a pre-tax elective deferral contribution. (Enter "0" in both fields above if you are terminating your current Roth election.)

I hereby elect to have \$ made as a Roth (after-tax) elective deferral contribution for the year, in addition to any Roth elective deferral contributions already made for that year. I will contribute that amount no later than the deadline (including extensions) for the filing of my business's tax return for that year. (Enter "0" in the amount field above if you are revoking a prior election. Any election or revocation must be made by December 31st of the year.)

I hereby elect to have \$ made as a non-Roth (pre-tax) elective deferral contribution for the year, in addition to any non-Roth elective deferral contributions already made for that year, I will contribute that amount no later than the deadline (including extensions) for the filing of my business's tax return for that year. (Enter "0" in the amount field above if you are revoking a prior election. Any election or revocation must be made by December 31st of the year.)



4. PARTICIPANT ACKNOWLEDGMENT & SIGNATURE

I understand that the amounts I elected to defer for any year subject to maximum annual limits under the tax laws.

This election supersedes any previous election I have made, for pay I have not yet received, and shall remain in effect until I change or terminate it by executing a new Solo(k) Deferral Election — Unincorporated Business form for that purpose.

	PARTICIPANT SIGNATURE*	DATE*
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Upload forms to:
PacificPremierTrust.com/upload
Fax to: 303-614-7038

Send mail to:
FIS - Processing Center
Attn: Pacific Premier Trust
PO BOX 981012
Boston, MA 02298

For overnight deliveries:
FIS-Remittance Processing
Loading Dock #2
Attn: Pacific Premier Trust
10 Dan Road
Canton, MA 02021

Questions?
Call: 800-962-4238





Solo(k) Deferral Election Incorporated Business

IMPORTANT INFORMATION

Complete this form to make an elective deferral for this year or change or terminate your current elective deferral. This form, when executed, should be kept with your company's plan records. A copy of this form should be provided to Pacific Premier Trust.

1. PLAN INFORMATION

- Enter the plan name you entered in Section 1 of your Solo(k) Application form.

PLAN NAME*

2. PARTICIPANT INFORMATION

NAME (FIRST, MI, LAST)*

SSN*

DATE OF BIRTH*

PRIMARY PHONE NO.*

MAILING ADDRESS*

CITY*

COUNTRY*

STATE/PROVINCE*

POSTAL CODE*

3. DEFERRAL ELECTION — INCORPORATED BUSINESS

- Check and complete one or both boxes, as applicable.

I hereby elect to have _____ % or \$ _____ deducted from each paycheck I receive after I sign this form as a Roth (after-tax) elective deferral contribution. (Enter "0" in both fields above if you are terminating your current Roth election.)

I hereby elect to have _____ % or \$ _____ deducted from each paycheck I receive after I sign this form as a pre-tax elective deferral contribution. (Enter "0" in both fields above if you are terminating your current Roth election.)

4. PARTICIPANT ACKNOWLEDGMENT & SIGNATURE

I understand that the amounts I elected to defer for any year subject to maximum annual limits under the tax laws.

This election supersedes any previous election I have made, for pay I have not yet received, and shall remain in effect until I change or terminate it by executing a new Solo(k) Deferral Election — Unincorporated Business form for that purpose.

Signature and date fields with a signature line and a date field.

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For overnight deliveries: FIS-Remittance Processing, Loading Dock #2, Attn: Pacific Premier Trust, 10 Dan Road, Canton, MA 02021

Questions? Call: 800-962-4238





CALIFORNIA NOTICE AT COLLECTION

Last updated June 1, 2020.

INTRODUCTION

Pacific Premier Bank wants you to know about the personal information we collect and the purposes for which we will use that information. This notice is given pursuant to the California Consumer Privacy Act of 2018 (“**CCPA**”) and applies solely to individuals who are California residents.

DEFINITIONS

Let us begin by defining some terms that you will see in this notice.

- “**We**”, “**our**”, and “**us**” refer to Pacific Premier Bank, Commerce Escrow, and Pacific Premier Trust, which are divisions and tradenames of Pacific Premier Bank
- “**You**” and “**your**” refer to a natural person who is a California resident.
- “**Personal Information**” is information that identifies, relates to, or could reasonably be linked directly or indirectly with a particular individual or household. “Personal Information” does not include information that is publicly available.
- “**Categories of Personal Information**” are as follows:
 - **Identifying Information** is information that identifies an individual, such as the individual’s name, social security number, government-issued identification number (e.g., driver’s license, identification card, or passport number) or other similar identifiers.
 - **Associated Information** is information that relates to, describes, or can be associated with a particular individual such as a signature, postal or email address, telephone number, insurance policy number, bank account or card number, and any similar information.
 - **Characteristic Information** is information related to characteristics of protected classifications under state or federal law, such gender or marital status.
 - **Commercial Information** is information of a commercial nature, such as records of personal property, products or services purchased or considered, or other purchasing histories.
 - **Biometric Information** is information related to the measurement or analysis of unique physical or behavioral characteristics, such as a fingerprint or voice pattern.
 - **Internet Activity Information** is information related to internet or other electronic network activity, such as a search or browsing history, or interactions with a website.
 - **Geolocation Information** is information or data related to a geographical location, such as a device or Internet Protocol (IP) location.
 - **Audio Visual Information** is audio, visual, electronic, or similar information.
 - **Employment Information** is professional or employment-related information, such as employment history or status.
 - **Education Information** is personally identifiable education information that is not publicly available.
 - **Inference Information** is inferences drawn from any other category of personal information to create a profile about an individual reflecting potential or probable preferences, behavior, abilities, or other similar predispositions.

All other terms defined in the CCPA or its implementing regulations have the same meanings when used in this notice.

[Continued on next page]

COLLECTION OF PERSONAL INFORMATION

We collect personal information about consumers for the following business or commercial purposes:

- **Operational** – Providing services for ourselves, our customers or others, including (but not limited to) maintaining and servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, considering applications for employment, engaging in advertising or marketing, performing analytics, or similar services.
- **Commercial** – Activities that advance our commercial or economic interests (e.g., activities that induce customers to obtain or maintain products and services with us) or that enable or effect transactions.
- **Quality Assurance** – Activities to achieve, verify, or maintain the quality or safety of a product, service, or equipment that is furnished or controlled by us, or to improve such product, service, or equipment.
- **Security** – Activities to protect against malicious, deceptive, fraudulent, or illegal activity, detect security incidents, or hold the perpetrators of that activity responsible.
- **Debugging** – Debugging to identify and repair errors that impair existing or intended functionality.
- **Compliance** – Activities to achieve, verify, or maintain compliance with our policies and procedures or applicable legal and regulatory standards.
- **Audit** – Auditing compliance with our policies and procedures or applicable legal and regulatory standards.

Below is a list of categories of personal information we collect about consumers and our business or commercial purpose for collecting that information:

Categories of personal information we collect	Business or commercial purpose for we will use the personal information
Identifying information	Operational, commercial, quality assurance, security, compliance, and audit purposes
Associated information	Operational, commercial, quality assurance, security, compliance, and audit purposes
Characteristic information	Compliance and audit purposes
Commercial information	Operational, commercial, quality assurance, security, compliance, audit, and debugging purposes
Biometric information	Operational, commercial, quality assurance, and security purposes
Internet activity information	Operational, commercial, quality assurance, security, and debugging purposes
Geolocation information	Operational, commercial, quality assurance, and security purposes
Audio visual information	Operational, commercial, quality assurance, and security purposes
Employment information	Operational, commercial, quality assurance, and security purposes
Education information	Operational, commercial, quality assurance, and security purposes
Inference information	Operational, commercial, quality assurance, security, compliance, and audit purposes

ADDITIONAL INFORMATION

For more information about the personal information we collect and how we use it, or for additional information about rights that California residents have under the CCPA, please see our California Privacy Notice at www.ppbi.com/ccpaprivacynotice.

If you have any questions or concerns regarding this notice or our privacy practices, you can contact us by calling our toll-free at (855) 343-4070, writing us at: Pacific Premier Bank, Attn: Client Services., P.O. Box 25171, Santa Ana, CA 92799-9810, or stopping by at any of our California branch locations during normal business hours.



FACTS

WHAT DOES PACIFIC PREMIER BANK DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and assets

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Pacific Premier Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Pacific Premier Bank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don’t share
For our affiliates’ everyday business purposes— information about your transactions and experiences	No	We don’t share
For our affiliates’ everyday business purposes— information about your creditworthiness	No	We don’t share
For our affiliates to market to you	No	We don’t share
For nonaffiliates to market to you	No	We don’t share

Questions?

Call 855-343-4070 or go to www.ppbi.com

Who we are

Who is providing this notice?

Pacific Premier Bank, including Commerce Escrow and Pacific Premier Trust, which are divisions and tradenames of Pacific Premier Bank.

What we do

How does Pacific Premier Bank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Pacific Premier Bank collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for a loan
- pay your bills or deposit money
- use your credit or debit card or provide account information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Pacific Premier Bank has no affiliates.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Pacific Premier Bank does not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Pacific Premier Bank doesn't jointly market.*

Other important information



Pacific Premier Trust Fee Schedule

EFFECTIVE JUNE 1, 2021

ADMINISTRATION FEE (Based on Total Asset Value)

Table with 2 columns: Asset Value Range and Fee Percentage. Rows include First \$1,000,000 (0.30%), Next \$4,000,000 (0.15%), and Balance Over \$5,000,000 (0.10%).

Minimum Annual Fee \$750

Minimum Cash Balance Requirement

Table with 2 columns: Account Type and Minimum Balance. Rows include Accounts Holding Real Estate (\$5,000) and All Other Accounts (\$1,000).

OTHER CHARGES

Account Closure \$225 + asset reregistration

Account Statements

Table with 2 columns: Statement Type and Fee. Rows include eStatements (Free) and Paper statements (\$10/quarter).

Asset Processing Service¹

All assets, including incoming transfer or rollover \$175

Asset Reregistration

Alternative \$75/asset registration + third-party direct costs

Cash Balance Requirement Fee \$75/quarter

Waived with an average daily cash balance of \$1,000 in your uninvested cash, or \$5,000 if your account holds real property.

Contribution Recharacterization Fee \$150

Disbursement of Funds

Table with 2 columns: Disbursement Method and Fee. Rows include ACH (No Charge), Check Service² (\$15/issue), Stop Payments (\$35/instance), and Wire Service (\$35/issue).

Distributions

Table with 2 columns: Distribution Method and Fee. Rows include Online Distributions (No Charge) and Written/Telephone Distributions (\$20).

Overnight Delivery \$35/instance

Research/Special Services \$100/hour (Per asset, with minimum of one hour)

Returned Funds (Check & ACH) \$35

Roth Conversion Fee \$150

Tax Service Fee \$50/year

Third-Party Asset/Property Valuation Fee³ Fee will vary based on asset/property type and/or property location.

¹ Asset Processing Service—Purchases, liquidations, exchanges and cash movement between brokerage and managed accounts. This also includes the addition of Alternative Assets to accounts by transfer or rollover.

² Cashier Check Service not available.

³ Third-Party Asset/Property Valuation Fee will be assessed if client elects to have Pacific Premier Trust obtain asset/property value, or if they fail to provide annual value in timely manner.

DISCLOSURES

Fees; Expenses; Account Value Minimum Requirement

We may charge reasonable fees and are entitled to reimbursement for any expenses we incur in establishing and maintaining your Account. We may change the fees at any time by providing you with notice of such changes. We may deduct fees directly from your Account assets or bill you separately. The payment of fees has no effect on your contributions. Additionally, we have the right to liquidate your Account assets to pay such fees and expenses. If you do not direct us on the liquidation, we will liquidate the assets of our choice and will not be responsible for any losses or claims that may arise out of the liquidation.

Accounts requesting a distribution or transfer must retain a minimum cash value as stated in the applicable Custodial Arrangement Fee Schedule, or in an asset the Custodian deems liquid in addition to the total amount due for invoiced fees. If the Participant's distribution/transfer request would leave the Account with less than the required balance, the Account may be automatically closed and the Account Closure fee will apply.

Fee Billing & Collection

The Account is only eligible to earn interest if it is open as of the interest crediting date, and any interest that may accrue during a month that an Account is closed prior to the interest crediting date will be paid to the Custodian as an additional fee.

The Custodian reserves the right to effect changes to its Fee Schedule, upon 30 days prior written notice to the Participant. Fees and expenses will continue to accrue and be payable even if the Account contains no assets from which the Custodian can collect amounts owed by the Participant. If Participant elects to pay fees and expenses from cash in the Account and there is insufficient cash to cover fees assessed, the Account may go into overdraft status and a liability will be reflected until fees and expenses are brought current.

The Custodian may charge the Participant, and/or the Account, and shall be reimbursed by the Participant or the Account, for any reasonable expense incurred by the Custodian in connection with any Account services or activities that the Custodian determines are necessary or advisable, or which are expressly directed by the Participant, and which are not included in the services provided by the Custodian for its normal fees. The Custodian will only pay expenses relating to the external administration of a specific investment held in the Account, such as property tax or association fees, from cash available in the Account and will not advance such expenses on behalf of the Participant if cash is unavailable. If the fees or expenses of the Custodian are not timely paid using the method specified by the Participant in accordance with procedures established by the Custodian (which may include deducting cash from the Account, invoicing to and payment by the Participant, or by any other acceptable payment method that may be offered by the Custodian in the future (the "Specified Collection Method"), the Custodian may use any other available means to receive payment for such fees or expenses, including by using available cash in the Account. If the Custodian has to use other available means to satisfy the fee balance, this may delay the transaction including, Account termination requests, and may result in adverse tax consequences.

If any custodial fees or expenses remain outstanding for more than 30 days, and there is insufficient cash in the Account to pay such fees or expenses, the Custodian may attempt to satisfy any such unpaid fees or expenses by liquidating investments in the Account as the Custodian determines in its sole discretion, as necessary to satisfy the balance of the outstanding fees and expenses plus an amount equal up to one year's estimated custodial fees, as well as any other costs associated with such liquidation, including but not limited to all expenses charged by asset sponsors and the fees set forth on the Fee Schedule. The prior quarter's fees, plus applicable annual custodial fees, shall be used as a basis for the estimation of the one year custodial fees.

The Custodian may employ a collection agency to recover all unpaid fees and expenses. The Participant and the Account shall be liable for the Custodian's expenses with respect to collection of overdue unpaid fees and expenses subject to the same terms and conditions as applicable to other fees and expenses set forth herein and in the Custodial Agreement.

The Participant hereby relieves the Custodian of any liability, including but not limited to claims for costs, taxes, penalties, and extra fees resulting from the failure of the Participant to pay or cause to be paid any assessed fees or expenses in a timely manner and from any consequent actions taken by the Custodian. The Participant understands and agrees he or she is responsible for reporting any inaccuracy of all assessed Account fees and expenses and must report any inaccuracies within 30 days of the fees being collected (or attempted collection).

Debit/credit card charges should not be disputed directly with the card issuer. Doing so may result in a charge back to the Custodian, which will in turn result in an immediate debit to the uninvested cash in the Account of an equal amount that was charged to the Custodian. Should the uninvested cash in the Account be insufficient to cover the amount, the outstanding balance will be assessed to the Account and the Participant will be notified. Satisfaction of the assessed fee amount will be subject to the terms of this Billing and Fee Collection section.

Accounts holding \$200 or less in cash, and no other assets, may be closed, and the cash balance will be paid to the Custodian as an Account Termination Fee as set forth in the Fee Schedule.

Certain fees set forth on the Fee Schedule may continue to apply after notification to a Participant of their Account closure. Examples of such fees may include, but are not limited to: research/special services fees (including trailing dividends and other payments to the Account post-closure), check/wire fees, requests for copies of records, and other miscellaneous fees that are attributable to work performed by the Custodian related to the Account, but performed after the Account has closed. Any fees that remain unpaid after the Account is closed will be subject to collections and payment according to the terms outlined herein.

Additional Disclosures

The Quarterly Administration fee is billed quarterly in arrears, based on Total Account Value (TAV).

After Account establishment, most charges associated with transactions, Account administration and "other charges" will be calculated and assessed at the end of each quarter, and fees are immediately collected, per the Specified Collection Method, if available, and as otherwise specified herein. Manual or telephone distribution charges will be assessed and collected at time of the transaction or activity.

Fees for non-recourse loans will be assessed on the asset only. The loan will not be included for the purpose of determining fees.

Fees will continue to accrue and be payable as long as the Account is open, even if the Account contains no assets from which the Custodian can collect amounts owed by the Participant.

Unfunded Accounts and Accounts with a zero value continue to incur administrative fees until the Account is closed either by the Participant or by the Custodian upon resignation.

Accounts holding cash equal to the Full Account Closure cost fee (specified on the Fee Schedule) or less and no other assets may be closed at the Custodian's sole discretion, and the cash balance will be paid to the Custodian in lieu of the Full Account Closure fee.

All outstanding Account fees and charges must be satisfied prior to the completion of an asset transfer /distribution or an Account closure.

Fees by a Third Party Related to Investments May Apply

Apart from services charged by the Custodian, there may be certain charges connected with the investment holdings in the Account. These service charges may include, but are not limited to, foreign currency, recording, surrender, asset sponsor and reregistration. Such fees will be assessed and collected at the time of the transaction.

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