



Coverdell Education Savings Account (ESA) Application

IMPORTANT INFORMATION: In order 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.

YOUR SIGNATURE AND DATE ARE REQUIRED ON PAGE 5.

1 DESIGNATED BENEFICIARY INFORMATION

Form fields for Designated Beneficiary Information: NAME (FIRST, MI, LAST), SOCIAL SECURITY NO., DATE OF BIRTH, MAILING ADDRESS (IF P.O. BOX, PROVIDE PHYSICAL ADDRESS BELOW), CITY, STATE/PROVINCE, COUNTRY, POSTAL CODE.

- Residence Address: Required if different from mailing address, or if P.O. Box. is provided above as mailing address.

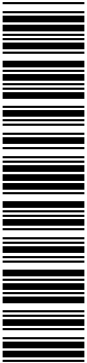
Form fields for Residence Address: STREET ADDRESS, CITY, STATE/PROVINCE, COUNTRY, POSTAL CODE, PRIMARY PHONE NO., EMAIL ADDRESS.

2 RESPONSIBLE INDIVIDUAL INFORMATION

Form fields for Responsible Individual Information: NAME (FIRST, MI, LAST), SOCIAL SECURITY NUMBER, DATE OF BIRTH, OCCUPATION, SOURCE OF WEALTH, MAILING ADDRESS (IF P.O. BOX, PROVIDE PHYSICAL ADDRESS BELOW), CITY, STATE/PROVINCE, COUNTRY, POSTAL CODE.

- Residence Address: Required if different from mailing address, or if P.O. Box. is provided above as mailing address.

Form fields for Residence Address: STREET ADDRESS, CITY, STATE/PROVINCE, COUNTRY, POSTAL CODE, PRIMARY PHONE NO., EMAIL ADDRESS.



## 2 RESPONSIBLE INDIVIDUAL INFORMATION (CONTINUED)

THE RESPONSIBLE INDIVIDUAL IS A:    Parent        Guardian

**PLEASE BE AWARE THAT YOU WILL RECEIVE PRINTED QUARTERLY STATEMENTS BY MAIL.** You will be assessed a quarterly fee of \$10.00 for this service; this quarterly fee will be waived if you elect to receive your statements electronically. To waive this fee and receive electronic statements, you must register your Pacific Premier Trust account online at [www.PacificPremierTrust.com/register](http://www.PacificPremierTrust.com/register).

## 3 APPOINT A SUCCESSOR RESPONSIBLE INDIVIDUAL

NAME (FIRST, MI, LAST)		RELATIONSHIP	
SOCIAL SECURITY NO.		DATE OF BIRTH	
RESIDENCE ADDRESS			
CITY	STATE/PROVINCE	COUNTRY	POSTAL CODE
PRIMARY PHONE NO.			

## 4 DEPOSITOR INFORMATION

- Residence Address: Required if different from mailing address, or if P.O. Box. is provided as mailing address.

NAME (FIRST, MI, LAST)		RELATIONSHIP	
OCCUPATION		SOURCE OF WEALTH	
SOCIAL SECURITY NO.		DATE OF BIRTH	
MAILING ADDRESS			
CITY	STATE/PROVINCE	COUNTRY	POSTAL CODE
RESIDENCE ADDRESS			
CITY	STATE/PROVINCE	COUNTRY	POSTAL CODE
PRIMARY PHONE NO.		OTHER PHONE	

## 5 CUSTODIAN INFORMATION

**Custodian Name:** Pacific Premier Bank, through its division Pacific Premier Trust (Pacific Premier Trust)

**Mailing Address:** Mailing Address, P.O. Box 173859, Denver, CO 80217-3859

The Participant named above is establishing a Coverdell Education Savings Custodial Account under Section 530 of the Internal Revenue Code for the benefit of the designated beneficiary exclusivity to pay for the qualified elementary, secondary, and higher education expenses, within meaning of Section 530(b)(2), of such designated beneficiary.

## 6 INVESTMENT INFORMATION

Please select all of the investment types you plan to hold in your ESA account. This information will help Pacific Premier Trust better serve the needs related to your investments. Selecting an asset type below is not intended as your instruction for a purchase or transfer, and we understand that your intentions may change over the life of your account. Your account investment options are not limited to your selection(s) below.

**Standard Assets** — includes Mutual Funds, Money Markets, Stocks/Bonds (including exchange-traded LPs and ADRs), REITs (exchange-traded), Annuities, Managed Accounts, Brokerage Accounts, Certificates of Deposit (CDs), Mortgage-Backed Securities, Warrants, Treasuries, Strips, Rights.

### Alternative Assets

Real Property	Secured Notes (i.e. Trust Deeds/Mortgages)	Unsecured Notes (i.e. Loans to a person or corporation)
Private Stock	Limited Partnerships/Limited Liability Companies	REITs (Non-exchange traded and private)
Offshore Funds	Tax Liens	Foreign Securities

## 7 CHECK ENCLOSURE SUMMARY (CONTRIBUTION ALLOCATION)

- Only complete this section **if you are submitting your application by mail and enclosing a personal check.**

Employer SEP Contribution	\$ _____
Rollover Contribution	\$ _____
IRA Contribution for 20 ____	\$ _____
IRA Contribution for 20 ____	\$ _____
<b>Total Enclosed</b>	<b>\$ _____</b>

**NOTE:** Make check payable to Pacific Premier Trust. Indicate the tax year for each "regular" Coverdell ESA contribution in the memo section or on a separate sheet. If you are providing contributions for multiple accounts in one check, be sure to provide detailed instructions about how funds are to be allocated.

## 8 UNINVESTED CASH ACKNOWLEDGMENT

As the Responsible Individual, I have reviewed the Uninvested Cash section of the Account Agreement and Disclosures, and I hereby direct Pacific Premier Trust to deposit all undirected and uninvested cash from any source, including but not limited to contributions, transfers, proceeds from asset sales and income and distributions from assets held in the custodial account, into deposit accounts with a Federal Deposit Insurance Corporation ("FDIC") insured bank (which may include Pacific Premier Bank), at the discretion of Pacific Premier Trust. I understand and agree that the deposit accounts with Pacific Premier Bank shall bear a reasonable rate of interest. I also acknowledge that the deposits at Pacific Premier Bank will be insured by the FDIC up to the federal deposit insurance limits (currently \$250,000 per account holder) and that any amount in excess of the legal limit will not be insured by the FDIC. Pacific Premier Trust shall seek to identify depository banks that are categorized as "well capitalized" institutions by the FDIC. However, I acknowledge and agree that Pacific Premier Trust makes no representations or warranties as to the financial status of any depository bank or its ability to satisfy its obligations to the Participant and that the status of a depository bank as a "well capitalized" bank at any particular time does not mean that it will be so at any time in the future.

Interest earned on such cash balances, net of the Custodial Cash Fee described in the Billing and Fee Collection section of the Account Agreement and Disclosures, shall be credited to the custodial account as of the end of each month. I understand and agree that my account is only eligible to earn interest in any month in which my account remains open on the interest crediting date and that any interest that may accrue on my account during a month that my account is closed prior to the interest crediting date will be paid to Pacific Premier Trust as an additional fee. I also understand and agree that the Custodial Cash Fee may reduce the amount of net interest paid to my account on a monthly basis to zero or a negligible amount. I further understand and agree that my account may have a minimum cash requirement and that fees are applicable to accounts that fall below the required minimum, as outlined in the Fee Schedule. Check your Fee Schedule to confirm if this applies and for details. I also understand and agree that Pacific Premier Trust may require me to give at least 7 days notice of my intent to withdraw funds from my custodial account.

**9 BENEFICIARY DESIGNATION IN CASE OF DEATH**

Beneficiary must be a family member as defined in the General Instructions to IRS Form 5305-EA (Coverdell Education Savings Custodial Account).

**10 BENEFICIARY INFORMATION**

**10A PRIMARY BENEFICIARY(IES)**

NAME (FIRST, MI, LAST)		DATE OF BIRTH	PERCENTAGE
SOCIAL SECURITY NO.		RELATIONSHIP	
RESIDENCE ADDRESS			
CITY	STATE/PROVINCE	COUNTRY	POSTAL CODE

**11 YOUR ACKNOWLEDGMENT & SIGNATURE**

I (We), the undersigned, have read, understand and agree to all of the terms as set forth in the Coverdell ESA Application, ESA Custodial Account Agreement, and ESA Additional Information, (collectively, "Plan Documents"), and that I (we) have retained the Plan Documents including a copy of this completed Application. I (We) further specifically acknowledge that I (we) have read, understand and agree to the Arbitration Statement that is part of the Plan Documents, and the Custodian's Fee Schedule that is available at the Pacific Premier Trust website at [www.PacificPremierTrust.com](http://www.PacificPremierTrust.com) and that Pacific Premier Trust provided you with this document. I also understand that fees are not prorated upon establishment or termination, and I consent to have my conversations with Pacific Premier Trust recorded.

**PLEASE SIGN AND DATE BELOW.**

	RESPONSIBLE INDIVIDUAL SIGNATURE OR DESIGNATED REPRESENTATIVE	DATE
	DEPOSITOR SIGNATURE (IF DIFFERENT FROM RESPONSIBLE INDIVIDUAL)	DATE

When the plan has been accepted by Pacific Premier Trust, you will be sent an account establishment confirmation letter showing your account number and account information. Trading cannot proceed until a Pacific Premier Trust account number has been assigned and the account has been funded.

**TO DESIGNATE AN INTERESTED PARTY OR FINANCIAL REPRESENTATIVE,  
PLEASE COMPLETE AND RETURN THE FOLLOWING PAGES TO PACIFIC PREMIER TRUST.**

FOR PACIFIC PREMIER TRUST USE ONLY

AUTHORIZED SIGNATURE	ACCOUNT NO.

**INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE**

## 12 INTERESTED PARTY DESIGNATION

Please complete the information below if you are authorizing an interested party other than you or your designated financial representative (including, but not limited to broker, financial planner, accountant, attorney) to receive information about your account. Please note that this individual will have limited access to your account information. Pacific Premier Trust will not accept purchase and sale instructions from this individual.

Individuals who are designated as an 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 Interested Party to review the assets for the Account to ensure compliance with this provision and to take steps to remove an Interested Party from the Account in the event of non-compliance.

This form authorizes Pacific Premier Trust to provide account information and electronic statements to the Interested Party referenced below. If the Interested Party is associated with a broker-dealer, financial exchange or a regulated investment advisory firm, Pacific Premier Trust may make information about Account activity available to the broker-dealer, exchange or compliance officer for the advisory firm as they deem necessary to receive such information.

By signing this Authorization, if any controversy, claim or dispute arises relating to the release of or providing account information, I agree to release, indemnify, defend and hold Pacific Premier Trust and its related entities harmless.

### 12A INTERESTED PARTY INFORMATION

NAME (FIRST, MI, LAST)		PHONE NO.	FAX NO.
FIRM NAME		EMAIL ADDRESS	
RESIDENCE ADDRESS			
CITY	STATE/PROVINCE	COUNTRY	POSTAL CODE

**PLEASE SIGN AND DATE BELOW TO DESIGNATE AN INTERESTED PARTY.**

	ACCOUNT OWNER SIGNATURE	DATE
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## ADDITIONAL STEPS REQUIRED TO SETUP YOUR ACCOUNT

### DELIVERY INSTRUCTIONS

Please complete, sign and return this application with your contribution and applicable fee payment. Be sure to keep a copy for your records. Please print or type. **All fields must be completed. If not applicable, please indicate by printing "N/A" or "None" where appropriate.**

Submit this application through one of the following delivery methods:

Upload Online	Fax	Regular Mail	Express Deliveries
<a href="http://www.PacificPremierTrust.com/upload">www.PacificPremierTrust.com/upload</a>	303-614-8038	Pacific Premier Trust Processing Center P.O. Box 173859 Denver, CO 80217-3859	Pacific Premier Trust Processing Center 1560 Broadway, Ste. 400 Denver, CO 80202-3331

When the plan has been accepted by Pacific Premier Trust, the Participant will be sent an account establishment confirmation letter showing the account number and account information. Trading may be delayed until a Pacific Premier Trust account number has been assigned and the account has been funded by the Participant.

Once you receive your Pacific Premier Trust account number, you must register for online access to your account within seven (7) days. To do so, visit **www.PacificPremierTrust.com/register**, and complete the following steps:

- Securely provide credit/debit card information. **ALL ACCOUNT OWNERS ARE REQUIRED TO MAINTAIN A VALID CREDIT/DEBIT CARD ON FILE AT ALL TIMES.**
- Confirm your Fee Payment Preference. Your account Fee Payment Preference is currently set to automatically pay your account fees using available cash in your custodial account.
  - If you prefer to pay your account fees using cash from your custodial account, no further action is needed from you;
  - If you prefer to pay your account fees using the credit/debit card on file (from Step No. 1), you may do so by updating your Fee Payment Preference.

Please refer to your IRA Custodial Agreement for more information on Billing & Fee Collection.



# Custodial Account Agreement: Coverdell ESA

## CUSTODIAN: PACIFIC PREMIER BANK, THROUGH ITS DIVISION, PACIFIC PREMIER TRUST

### INSTRUCTIONS

Please read and keep these Instructions, Additional Account Terms, Additional Information about Coverdell ESAs, and Form 5305-EA Custodial Agreement for your records, and make a copy of the completed Application before sending it to Pacific Premier Trust. All of these documents explain what you can expect from Pacific Premier Trust as the Custodian and what is expected of the Depositor and/or Responsible Individual. These documents constitute the Depositor's and/or Responsible Individual's agreement with Pacific Premier Trust for the ESA.

### APRIL PLAN ESTABLISHMENT & CONTRIBUTION DEADLINE

Your signed Application must be received by Pacific Premier Trust in its offices on or before tax-filing due date, with no extensions (generally April 15th), in order for the ESA to be eligible to receive contributions for that tax year. Contribution checks must also be postmarked to Pacific Premier Trust on or before the Depositor and/or Responsible Individual's tax-filing due date (with no extensions).

### PURPOSE OF FORM

Form 5305-EA is a model Custodial Account agreement that meets the requirements of Section 530(b)(1) and has been pre-approved by the IRS. A Coverdell Education Savings Account (ESA) is established after the form is fully executed by both the Depositor and the Custodian. This account must be created in the United States for the exclusive purpose of paying the qualified elementary, secondary, and higher education expenses of the designated beneficiary. If the model account is a custodial account, see Form 5305-E, Coverdell Education Savings Trust Account. Do not file Form 5305-EA with the IRS. Instead, the Depositor must keep the completed form in its records.

### DEFINITIONS

**Custodian.** The custodian must be a bank or savings and loan association, as defined in Section 408(n), or any person who has the approval of the IRS to act as Custodian. Any person who may serve as a Custodian of a Traditional IRA may serve as the Custodian of a Coverdell ESA.

**Depositor.** The Depositor is the person who establishes the Custodial Account.

**Designated Beneficiary.** The Designated Beneficiary is the individual on whose behalf the Custodial Account has been established.

**Family Member.** Family members of the Designated Beneficiary include his or her spouse, child, grandchild, sibling, parent, niece or nephew, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law, and the spouse of any such individual. A first cousin, but not his or her spouse, is also a "family member."

**Responsible Individual.** The Responsible Individual, generally, is a parent or guardian of the Designated Beneficiary. However, under certain circumstances, the Responsible Individual may be the Designated Beneficiary.

**Identification Numbers.** The Depositor and Designated Beneficiary's Social Security Numbers will serve as their identification numbers. If the Depositor is a nonresident alien and does not have an identification number, write "Foreign" in the block where the number is requested. The Designated Beneficiary's Social Security Number is the identification number of his or her Coverdell ESA. If the Designated Beneficiary is a nonresident alien, the Designated Beneficiary's individual Taxpayer Identification Number is the identification number of his or her Coverdell ESA. An Employer Identification Number (EIN) is required only for a Coverdell ESA for which a return is filed to report unrelated business income.

### SPECIFIC INSTRUCTION (FORM 5305-EA) NOTE:

The age limitation restricting contributions, distributions, rollover contributions, and change of beneficiary are waived for a designated beneficiary with special needs.

Article X. Article X and any that follow may incorporate additional provisions that are agreed to by the Depositor and Custodian to complete the agreement. They may include, for example, provisions relating to: definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Custodian, Custodian's fees, state law requirements, treatment of excess contributions, and prohibited transactions with the Depositor, Designated Beneficiary, or Responsible Individual, etc. Attach additional pages as necessary.

Optional provisions in Article V and Article VI. Form 5305-EA may be reproduced in a manner that provides only those optional provisions offered by the Custodian.

### ARTICLE 1

The Custodian may accept additional cash contributions provided the Designated Beneficiary has not attained the age of 18 as of the date such contributions are made. Contributions by an individual contributor may be made for the tax year of the Designated Beneficiary by the due date of the Designated Beneficiary's tax return for that year (excluding extensions). Total contributions that are not rollover contributions described in Section 530(d)(5) are limited to \$2,000 for the tax year. In the case of an individual contributor, the \$2,000 limitation for any year is phased out between modified adjusted gross income (AGI) of \$95,000 and \$110,000. For married individuals filing jointly, the phase-out occurs between modified AGI of \$190,000 and \$220,000. Modified AGI is defined in Section 530(c)(2).

## ARTICLE 2

No part of the Custodial Account funds may be invested in life insurance contracts, nor may the assets of the Custodial Account be commingled with other property except in a common trust fund or a common investment fund (with the meaning of Section 530(b) (1)(D)).

## ARTICLE 3

**3.1** Any balance to the credit of the Designated Beneficiary on the date on which he/she attains age 30 shall be distributed to him/ her within 30 days of such date.

**3.2** Any balance to the credit of the Designated Beneficiary shall be distributed within 30 days of his/her death unless the designated death beneficiary is a family member of the Designated Beneficiary and is under the age of 30 on the date of death. In such case, that family member shall become the Designated Beneficiary as of the date of death.

## ARTICLE 4

The Depositor shall have the power to direct the Custodian regarding the investment of the above-listed amount assigned to the Custodial Account (including earnings thereon) in the investment choices offered by the Custodian. The Responsible Individual, however, shall have the power to redirect the Custodian regarding the investment of such amounts, as well as the power to direct the Custodian regarding the investment of all additional contributions (including earnings thereon) to the Custodial Account. In the event that the Responsible Individual does not direct the Custodian regarding the investment of additional contributions (including earnings thereon), the initial investment direction of the Depositor also will govern all additional contributions made to the Custodial Account until such time as the Responsible Individual otherwise directs the Custodian. Unless otherwise provided in this agreement, the Responsible Individual also shall have the power to direct the Custodian regarding the administration, management, and distribution of the account.

## ARTICLE 5

The "Responsible Individual" named by the Depositor shall be a parent or guardian of the Designated Beneficiary. The Custodial Account shall have only one Responsible Individual at any time. If the Responsible Individual becomes incapacitated or dies while the Designated Beneficiary is a minor under state law, the Successor Responsible Individual shall be the person named to succeed in that capacity by the preceding Responsible Individual in a witnessed writing or, if no successor is so named, the Successor Responsible Individual shall be the Designated Beneficiary's other parent or successor guardian. At the time that the Designated Beneficiary attains the age of majority under state law, the Designated Beneficiary becomes the Responsible Individual. If a family member under the age of majority under state law becomes the Designated Beneficiary by reason of being a named death beneficiary, the Responsible Individual shall be such Designated Beneficiary's parent or guardian.

## ARTICLE 6

The Responsible Individual may change the beneficiary designated under this agreement to another member of the Designated Beneficiary's family described in Section 529(e)(2) in accordance with the Custodian's procedures.

## ARTICLE 7

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by Section 530(h).
2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Responsible Individual the reports prescribed by the IRS.

## ARTICLE 8

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III will be controlling. Any additional articles inconsistent with Section 530 and the related regulations will be invalid.

## ARTICLE 9

This agreement will be amended as necessary to comply with the provisions of the Code of the related regulations. Other amendments may be made with the consent of the Depositor and Custodian.

## ARTICLE 10

### 10.1 DEFINITIONS

**Qualified Elementary, Secondary, and Higher Education Expenses.** "Qualified higher education expenses," in general, means expenses for tuition, fees, books, supplies, and equipment required for the enrollment or attendance of a Designated Beneficiary at an eligible educational institution. "Qualified elementary and secondary education expenses," in general, means expenses for tuition, fees, academic tutoring, special needs services in the case of a special needs beneficiary, books, supplies, and other equipment which are incurred in connection with the enrollment or attendance of the Designated Beneficiary of the Custodial Account as an elementary or secondary school student at a public, private, or religious school; expenses for room and board, uniforms, transportation, and supplementary items and services (including extended day programs) which are required or provided by a public, private, or religious school in connection with such enrollment or attendance; and expenses for the purchase of any computer technology or equipment (as defined in Section 170(e)(6)(F)(i)) or Internet access and related services, if such technology, equipment, or services are to be used by the Designated Beneficiary and the Designated Beneficiary's family during any of the years the beneficiary is in school. Expenses for computer software designed for sports, games, or hobbies are not included unless the software is predominately educational in nature. "Eligible educational institution" means all accredited public, nonprofit, and proprietary post-secondary schools. The college, university, vocational school, or other postsecondary educational institution must be described in Section 481 of the Higher Education Act of 1965 (20 U.S.C. 1088) and must be eligible to participate in the student aid programs administered by the U.S. Department of Education. "School" means any school that provides elementary education or secondary education (Kindergarten through Grade 12), as determined under State Law.

Rollover contribution means any amount paid or distributed from a Coverdell Education Savings Account that is paid, not later than the 60th day after the date of such payment or distribution, into another Coverdell Education Savings Account for the benefit of the same beneficiary, or a family member of such beneficiary, who has not attained age 30 as of such date.

Only one rollover per Coverdell Education Savings Account is allowed during the 12-month period ending on the date of the payment or distribution.

Modified Adjusted Gross Income (MAGI), for most taxpayers, means Adjusted Gross Income (AGI) as figured on their Federal income tax return. If filing



Form 1040, MAGI is the AGI, modified by adding back any:

- a. Foreign earned income exclusion,
- b. Foreign housing exclusion,
- c. Exclusion of income for bona fide residents of American Samoa, Guam, and the Northern Mariana Islands, and
- d. Exclusion of income from Puerto Rico.

## 10.2 DISTRIBUTION OF ACCOUNT

**a. Right to Withdraw.** The Responsible Individual shall have the right to request the withdrawal of all or any part of the ESA Account provided that such withdrawal is made to and reported under the Designated Beneficiary's name and Social Security Number. Withdrawals may be requested by the Responsible Individual at any time upon written notice to the Custodian using a form acceptable to the Custodian. The Custodian shall make distributions in cash or property at the value reported by the Custodian.

**b. Final Distribution of Account – During Designated Beneficiary's Lifetime.** The Responsible Individual shall provide written notice to the Custodian, using a form acceptable to the Custodian, with instructions for the final distribution of any balance to the credit of the Designated Beneficiary 30 days prior to the Designated Beneficiary's attaining age 30.

**c. Final Distribution of Account – Upon Designated Beneficiary's Death.** In the event of the Designated Beneficiary's death, the Responsible Individual shall notify the Custodian within 30 days of the Designated Beneficiary's death and provide written instructions to the Custodian, using a form acceptable to the Custodian, for the final distribution of any balance to the credit of the Designated Beneficiary in accordance with (a) or (b) below:

1. If a death beneficiary has been named, is a family member of the Designated Beneficiary, and is under 30 years of age, such death beneficiary shall become the Designated Beneficiary in accordance with the provisions of Section 10.3.1; or
2. If a death beneficiary has not been named, distribution shall be made in accordance with Section 10.3.2.

**d. Custodian Under No Duty of Notification.** The Custodian shall be under no duty of notification to the Responsible Individual or any other individual and shall have no liability with respect to any adverse consequence (including, but not limited to, taxes and/or penalties), resulting from the Responsible Individual's failure to timely provide the Custodian with the required notifications or instructions.

**e. Transfer of Assets To and From This ESA.** The Custodian is authorized to receive and add to the Custodial Account the assets of another Coverdell ESA for the benefit of the same Designated Beneficiary that are transferred to this plan and which the Responsible Individual has determined are eligible for such transfer. The Responsible Individual on this Plan may direct the Custodian in writing to transfer all or any portion of the Account to another Coverdell ESA established on behalf of the Designated Beneficiary provided that the Custodian/Trustee of that plan has provided written acceptance of such assets.

**f. Transfer Due To Divorce.** Notwithstanding any other Article conferring authority on the Responsible Individual to notify, instruct, direct or provide approval to the Custodian with respect to the management of the Account, the Designate Beneficiary and the Designated Beneficiary's spouse or former spouse may direct the Custodian in writing, on a form

acceptable to the Custodian, to transfer the appropriate portion of the assets in the Account to the Coverdell ESA of the spouse or former spouse pursuant to a divorce or separation instrument. It will be the Designated Beneficiary's, and not the Custodian's, responsibility to ensure that the transfer instructions are in accordance with terms of the decree of divorce, separation or dissolution of marriage.

**g. Change of Designated Beneficiary.** In accordance with Article VI, the Responsible Individual may change the Designated Beneficiary by requesting, on a form acceptable to the Custodian, the transfer of all or a portion of the Account to a separate Coverdell ESA established on behalf of the family member of the Designated Beneficiary receiving the transfer.

## 10.3 ADMINISTRATIVE PROVISIONS

**a. Designation of Death Beneficiary.** The Responsible Individual may designate a death beneficiary to whom the Custodian shall pay any balance to the credit of the Designated Beneficiary upon the Designated Beneficiary's death in accordance with Section 10.2.3. The Custodian shall prescribe the form for the written designation of the death beneficiary and, upon receipt of the form by the Custodian, it shall become effective on that date and shall revoke all designations filed prior to that date by the Responsible Individual. The death beneficiary designation on file with the Custodian as of the date of death shall be considered the effective designation. If more than one death beneficiary is named, any balance to the credit of the Designated Beneficiary shall be paid pro rata to the death beneficiaries.

**b. No Death Beneficiary Designation.** If a Responsible Individual fails to designate a death beneficiary in accordance with Section 10.3.1, or if no designated death beneficiary is living on the date of distribution, then the designated death beneficiary shall be deemed to be the Designated Beneficiary's spouse (if legally married to the Designated Beneficiary on the date of death and if living on the date of distribution), or, if no such spouse, the designated death beneficiary shall be deemed to be the Responsible Individual.

**c. Designation of Successor Responsible Individual.** In accordance with and in addition to Article V, the Responsible Individual may, at any time, relinquish his or her authority, on a form acceptable to the Custodian, as the Responsible Individual in favor of the Successor Responsible Individual named to succeed in that capacity.

**d. Reports.** Notwithstanding Article VII, the Responsible Individual shall furnish the Custodian whatever information is necessary for the Custodian to prepare any report required under Code Section 530(h).

**e. Custodian's Right to Rely on Information.** The Custodian may assume the truth of any statement made by the Responsible Individual under the provisions of the Plan. The Custodian shall be under no duty of inquiry with respect to any statement made by the Responsible Individual and shall have no liability with respect to any action taken in reliance upon any such statement. Any notice from the custodian to any person provided for in this Plan shall be effective if sent by First Class mail to such person at the person's last known address. The Custodian, Designated Beneficiary, Responsible Individual, or designated death beneficiary may waive any notice required to be received by it under this Plan.

## 10.4 INVESTMENT OF CUSTODIAL ACCOUNT/ RESPONSIBLE INDIVIDUAL AND CUSTODIAN POWER

**a. Investment Responsibility.** For purposes of this Plan and any applicable statutory rules, the Responsible Individual or his authorized

agent is a fiduciary within the meaning of Code Section 4975(e)(3) with respect to the Account and the assets in this Account. The Custodian acts in a nondiscretionary capacity and does not act as a fiduciary with respect to the appointment of a Financial Representative or the selection and retention of Plan investments. Notwithstanding Article IV, immediately upon establishment of this Plan and subject to the Terms and Conditions of Appointment of Designated Representative or Financial Representative and to Section 10.4.5, the Responsible Individual has the sole authority and discretion, fully and completely, to select and to direct the investment of all assets in this Account. The Responsible Individual accepts full and sole responsibility for the success or failure of any investment decision or selection made and for an investment's suitability to be held in the Account. The Responsible Individual also accepts full responsibility for instituting or defending against any action related to the protection of any investment interest.

The Responsible Individual 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. The Responsible Individual acknowledges that the Custodian shall have no duty or responsibility to take such actions. The Responsible Individual represents that if any investment in this Account is a security under applicable federal or state securities law, that such investment has been registered or is exempt from registration under federal or state securities laws; and the Responsible Individual releases and waives all claims against the Custodian and its agents for their role in carrying out the Responsible Individual's instructions with respect to such investment.

In addition, the Responsible Individual shall be solely and fully responsible for ensuring proper payment of any taxes, tax or other penalties and other liabilities, and compliance with the Responsible Individual's reporting obligations, in connection with contributions to, disbursement from, or investments or transactions with respect to the Account, 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 Responsible Individual:

1. To ensure that any contribution made to the Account is done so in compliance with Code Section 530;
2. To ensure that Account earnings intended by the Responsible Individual to be tax-deferred qualify for tax-deferred treatment;
3. To ensure that contributions to the intended to qualify as Rollover contributions under Code Section 530, qualify as such;
4. To (1) determine if any investment or transaction directly or indirectly involving or relating to the Account or its assets or income may constitute a prohibited transaction, within the meaning of Code Section 4975; generate "unrelated business taxable income," as defined in the Code, for the Account; constitute a "listed transaction" or "reportable transaction," as defined in the Code and regulations or other pronouncements issued by the United States Treasury or Internal Revenue Service; provides for a rate of interest that is usurious; or otherwise result in adverse tax consequences to the Account, the Responsible Individual or Designated Beneficiary or any other person; and (2) take all corrective actions and comply with all applicable reporting requirements with respect to the foregoing;
5. For any year that the custodial account has unrelated business taxable income within the meaning of the Code, before deductions of more than one thousand dollars (\$1,000) (1) obtain (if not previously obtained) a taxpayer identification number from the Internal Revenue

Service for the custodial account, (2) to prepare or have prepared on behalf of the Account and submit to the Custodian fully completed federal and state tax return forms, including any requests for filing extensions, and any other documents required to be filed with the Internal Revenue Service or other agency in connection with such forms, at least five (5) business days before the filing deadline for each such form and (3) at the time such forms are submitted to the Custodian, to provide the Custodian with a written directive (or directive in another manner acceptable to the Custodian) authorizing and directing the Custodian to sign such forms on behalf of the custodial account and to pay from the custodial account to the Internal Revenue Service or other agency all amounts which the applicable form reports are due to it; and

6. To ensure that all taxes and penalties 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 Account, to the extent necessary to satisfy any tax deficiency with respect to the Account reported to the Custodian by the Internal Revenue Service, or of any liability properly chargeable to the Account.

Upon the death of the Responsible Individual, the Successor Responsible Individual assumes all rights, responsibilities and liabilities for investment of the Account. Throughout this **Article X**, whenever "Responsible Individual" is used, "Successor Responsible Individual" shall be substituted, as appropriate, if the Responsible Individual has died.

**b. Custodian Limitation on Liability.** The Custodian's duties shall be limited to those expressly stated under this agreement or as imposed by the Code or other applicable law. The Custodian acts in a nondiscretionary capacity and has no fiduciary capacity or authority with respect to any matter involving the Account or the Account assets, including but not acts in a non-discretionary capacity and has no fiduciary capacity or authority with respect to any matter involving the Plan or the Plan assets, including but not limited to 1) the appointment and retention of the Financial Representative; 2) the selection and retention of Plan investments; and 3) the selection of Plan assets in order to make distributions from the Plan whether in cash or in kind. The Custodian shall not be liable for the acts or omissions of the Responsible Individual or his agent or of the sponsor of any investment. The Custodian shall not have any responsibility nor any liability for any loss of income or of capital, nor for any expense which the Custodian may incur, relating to any investment, or to the sale or exchange of any asset which the Responsible Individual or his authorized agent directs the Custodian to make. The Custodian will not act as an investment advisor to a Responsible Individual and shall not have any duty to question the Responsible Individual's or his authorized agent's directions regarding the purchase, retention or sale of any asset or appointment of agent. The Custodian shall not incur any liability by reason of any action taken or not taken by the Responsible Individual or his authorized agent resulting from the Custodian transmitting or not transmitting to the Responsible Individual or his authorized agent any information of any kind and from wherever derived concerning the authorized agent or concerning any investment. The Custodian shall not assume or incur any liability by reason of, or have any duty or responsibility to inquire into, or take action with respect to, any acts performed or not performed by the former Trustee/Custodian of any plan which has transferred all or any portion of its assets to the Custodian of this Account.

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 Account.

The Custodian's "custodial duties" are limited to receiving the Depositor's funds for investment from Depositor or a Responsible Individual, following the reasonable written instructions and carrying out the ministerial duties set forth in the Custodial Agreement. The Custodian shall be authorized, and shall have the responsibility only to follow the written instructions of the Depositor or Responsible Individual, as expressly provided in this Custodial Agreement.

Depositor acknowledges that it is the Depositor'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. Depositor acknowledges that the Custodian shall have no duty or responsibility for such actions.

**c. Custodian's Interim Responsibility.** The Participant or the Participant's authorized agent shall direct the Custodian with regard to the investment of any cash in the Account. In the absence of specific direction from the Participant to invest cash in the Account, the Custodian will be deemed to have been directed by the Participant to deposit all uninvested cash with an FDIC-insured depository institution (which may include Pacific Premier Bank); the uninvested cash deposited with an FDIC-insured depository institution shall bear a reasonable rate of interest.

**d. Custodian's Right Not to Follow Investment Direction.** In addition, margin transactions and writing uncovered calls or puts are not permitted. Certain investments or classes of investments may pose administrative burdens to the Plan or Custodian and therefore, the Custodian also reserves the right not to process or accept such investments. The decision not to act on investment directions that the Custodian deems burdensome for administrative reasons should in no way be construed as a fiduciary decision or a determination concerning the prudence or advisability, legality or consequences of investing in the asset.

**e. Investment of Custodial Account.** The Custodian, as Custodian of the Custodial Account assets entrusted to it under the Plan, shall not commingle the Trust with any other property it holds except in a common trust fund or common investment fund. Subject to the rules imposed by the Custodian, and in accordance with the investment or other directions given by the Participant or the Participant's authorized agent, the Custodian is authorized and empowered, but not by way of limitation, with the following powers, rights and duties:

1. To hold or invest any part or all of the Custodial Account in any asset permissible under law as an investment for an individual retirement account ;
2. To manage, sell, contract to sell, grant options to purchase, convey, petition, divide, subdivide, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Custodial Account and otherwise deal with all property, real or personal, in such manner for such considerations and on such terms and conditions as are in accordance with the written direction the Custodian receives;
3. To borrow money, to lend money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;

4. To have with respect to the Custodial Account all of the rights of an individual owner, including the power to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations and to exercise or sell stock subscriptions or conversion rights, provided the exercise of such powers is in accordance with and at the direction of the Participant;

5. To retain in cash so much of the Custodial Account as the Participant or his authorized agent directs, or as provided under Section 12.3 .

6. To purchase and to hold annuity contracts and exercises all rights of ownership of the contracts.

**f. Custodian's Powers.** Subject to the investment directions of the Responsible Individual or the Responsible Individual's authorized agent, the Custodian shall have the power or duty:

1. To hold any securities or other property in the Custodial Account in the name of the Custodian or its nominee, or in another form as it may deem best, with or without disclosing the Custodian relationship;
2. To retain any funds or property subject to any dispute without liability for the payment of interest and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes final adjudication, and to pay all reasonable expenses and attorney's fees which may be necessarily incurred by the Custodian with respect to the foregoing matter;
3. To charge against and pay from the Custodial Account all taxes of any nature levied, assessed or imposed upon the Custodial Account, and to pay all reasonable expenses and attorney's fees which may be necessarily incurred by the Custodian with respect to the foregoing matter;
4. To file any tax or information return required of the Custodian, and to pay any tax, interest or penalty associated with any such tax return;
5. To act pursuant to written blanket settlement authorization given by the Responsible Individual on transactions executed by his designated agent. The Custodian is authorized to honor all trade confirmations received from such agent;
6. To furnish or cause to be furnished to the Responsible Individual, at least annually, reports concerning the status of the Account, including a statement of the assets of the Custodial Account held at the end of the calendar year;
7. To begin, maintain or defend any litigation necessary in connection with the administration of the Plan, except that the Custodian shall not be obliged or required to do so unless indemnified to its satisfaction;
8. To return any third party funds that can be shown to Custodian's satisfaction to have been sent in error or deposited to Account in error; and
9. To amend this Custodial Account Agreement consistent with provisions of applicable law. Notwithstanding the provisions of Article IX, the Responsible Individual irrevocably delegates to the Custodian the power to amend this Custodial Account Agreement without any prior consent of the Responsible Individual upon 30 days prior written notice to the Responsible Individual setting forth such amendment. If the Custodian does request the consent of the

Responsible Individual for an amendment to this Custodial Account Agreement, the Responsible Individual will be deemed to have consented to such amendment unless the Responsible Individual responds in writing within 30 days of the mailing of such request, indicating their refusal to consent.

**g. Prohibited Transactions.** The Depositor and/or the Responsible Individual acknowledges that certain types of investments or transactions directly or indirectly involving or relating to the custodial account or its assets or income may (1) constitute prohibited transactions, within the meaning of Code section 4975, resulting in tax consequences to the Depositor and/or other persons; (2) generate "unrelated business taxable income tax," as defined in the Code, for the custodial account; (3) constitute "listed transactions" or "reportable transactions," as defined in the Code and regulations or other pronouncements issued by the United States treasury or Internal Revenue Service, resulting in reporting requirements, and adverse consequences for failing to comply with any applicable reporting or other requirements, for the Depositor and/or other persons; (4) provide a rate of interest that may be considered usurious, and/or (5) otherwise result in adverse tax consequences to the custodial account or the Depositor. IT IS THE DEPOSITOR'S RESPONSIBILITY TO DETERMINE AND TO CONSULT HIS OR HER ADVISOR AS THE Depositor DEEMS NECESSARY OR ADVISABLE IN ORDER TO DETERMINE WHETHER AN INVESTMENT OR TRANSACTION INVOLVING THE CUSTODIAL ACCOUNT OR ITS ASSETS OR INCOMES DOES OR MAY CONSTITUTE A PROHIBITED TRANSACTION, GENERATE UNRELATED BUSINESS TAXABLE INCOME, CONSTITUTE A LISTED OR REPORTABLE TRANSACTION, PROVIDES A RATE OF INTEREST THAT MAY BE CONSIDERED USURIOUS, OR RESULTS IN ANY OTHER TAX OR ADVERSE CONSEQUENCE, AND THE CONSEQUENCES, REQUIREMENTS AND OBLIGATIONS RESULTING THEREFROM. THE CUSTODIAN AND ITS RELATED ENTITIES AND THEIR EMPLOYEES AND AGENTS SHALL NOT BE RESPONSIBLE FOR MAKING ANY SUCH DETERMINATION, OR FOR NOT ADVISING THE DEPOSITOR TO MAKE ANY SUCH DETERMINATION. THE CUSTODIAN AND ITS RELATED ENTITIES SHALL NOT BE HELD LIABLE FOR LOSSES, TAXES, PENALTIES OR OTHER CONSEQUENCES RESULTING FROM ANY CUSTODIAL ACCOUNT INVESTMENT OR TRANSACTIONS THAT CONSTITUTES A PROHIBITED TRANSACTION, GENERATES UNRELATED BUSINESS INCOME TAXABLE INCOME, IS A LISTED TRANSACTION OR REPORTABLE TRANSACTION, OR OTHERWISE RESULTS IN ANY ADVERSE CONSEQUENCES TO ANY PERSON.

**h. Delegation of Custodian Powers.** The Custodian may designate or employ any person or persons to carry out any powers or responsibilities of the Custodian. The limitations on the duties of the Custodian under this Custodial Agreement or otherwise shall apply to all such persons.

#### 10.5 FEES & EXPENSES OF THE CUSTODIAN

The Responsible Individual shall be charged by the Custodian for its services under this Plan in accordance with the Custodian's current Fee Schedule applicable to the Plan. The Custodian may receive a service fee from a depository bank, mutual fund or other investment sponsor for necessary administrative services that the Custodian performs incident to the establishment and maintenance of records for any account and the Responsible Individual acknowledges and agrees to the Custodian's receipt of such amounts. If the Responsible Individual dies before distribution of his entire Account, the Successor Responsible Individual shall assume responsibility for all fees and expenses associated with this Account, and shall be covered by this Article 10.5.

#### 10.6 TERMINATION

**a. Termination by the Responsible Individual.** The Responsible Individual shall have the right, at any time, to terminate this Plan and the Custodial Account created under this agreement. The Plan shall terminate upon the first to occur of the following:

1. The date determined by the Responsible Individual's written notice given to the Custodian at least 60 days prior to termination;
2. Upon the written request of the Responsible Individual to terminate the Plan after the Custodian has distributed all assets in the Account; or
3. On the date the Plan ceases to be an Education Savings Account within the meaning of Code Section 530. As soon as administratively practicable after this date, the Custodian shall distribute all of the assets in the Custodial Account to the Designated Beneficiary or transfer all of the assets in the Custodial Account to a successor Trustee/Custodian appointed by the Responsible Individual. The Plan will not be considered terminated if the Custodian has not authorized the removal of the assets from the Plan.

**b. Resignation or Removal of Custodian.** The Custodian may resign at any time with or without cause upon written notice to the Responsible Individual. Resignation will take effect 30 days after the date the notice is sent, unless a successor Trustee/Custodian is duly appointed before that date. The Custodian may be removed at any time with or without cause by the Responsible Individual on 60 days' written notice to the Custodian. Such effective date may be changed upon written mutual agreement. To be effective, the Responsible Individual'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. If, by the effective date of either the Custodian's resignation or removal or such longer time as the Custodian may agree to, the Responsible Individual has not appointed a successor Trustee/Custodian which has duly accepted such appointment, the Custodian shall terminate the Plan, which shall be effective by distributing all assets in the Account in a single sum in cash or in kind to the Designated Beneficiary, subject to the Custodian's right to reserve funds as provided below. Upon the resignation or removal of the Custodian, the Custodian shall be entitled to deduct from the Custodial Account 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 Custodial Account for which it may be liable. If the Custodial Account 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 Responsible Individual (or Successor Responsible Individual, if applicable). Upon settlement under this Section 10.6.2, all right, title and interest of the Custodian in the assets of the Custodial Account shall vest in the successor Trustee/Custodian or, if no duly appointed successor Trustee/Custodian, in the Designated Beneficiary. At that time, all future liability of the Custodian shall terminate under the Plan; 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 Custodial Account, to the successor Trustee/Custodian or, if no duly appointed successor Trustee/Custodian, to the Designated Beneficiary.

#### 10.7 SUCCESSOR TRUSTEE/CUSTODIAN

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

## 10.8 MISCELLANEOUS

**a. No Responsibility for Responsible Individual Action.** The Custodian shall have no obligation or responsibility with respect to any act of, or failure to act, on the part of a Responsible Individual or his/her duly authorized agent or a Successor Responsible Individual or his/her duly authorized agent. The Custodian is not required to determine the correctness of the amount of any contribution, nor is the Custodian required to determine whether a rollover contribution satisfies the definition of Code Section 530(d) (5). The Custodian or the Responsible Individual may waive any notice required to be received by it under this Plan and, in the case of any written notice or election required under this Plan, the Custodian may accept such notice or election in any form (including electronically) approved by the Custodian for such notice or election.

**b. Custodial Account Not Guaranteed.** The Custodian does not in any way guarantee the Custodial Account from loss or depreciation. The liability of the Custodian to make any payment from the Custodial Account at any time and all times is limited to the then available assets of the Custodial Account.

**c. Controlling Provisions.** Any provision of this Plan shall be wholly invalid if it is inconsistent, in whole or in part, with Code Section 530. This Plan shall be governed by and construed, administered and enforced according to the laws of the state in which is located the Custodian's principal place of business except to the extent preempted by Federal law.

**d. Successors.** The Plan shall be binding upon all persons entitled to benefits under the Plan, their respective heirs and legal representatives and upon the Custodian and its successors.

## ARTICLE 11 ADDITIONAL ACCOUNT TERMS

### 11.1 UNINVESTED CASH

The Custodian has the authority to deposit all undirected and uninvested cash into deposit accounts with a Federal Deposit Insurance Corporation (FDIC) insured bank (which may include Pacific Premier Bank), at the discretion of Pacific Premier Trust. Deposit accounts shall bear a reasonable rate of interest.

The Participant acknowledges that deposits at any such bank are insured by the FDIC up to the federal deposit insurance limits (currently \$250,000 per account holder) and that any amount in excess of the legal limit will not be insured by the FDIC. The Custodian shall seek to identify depository banks that are categorized as "well capitalized" institutions by the FDIC. However, the Participant acknowledges and agrees that Pacific Premier Trust makes no representations or warranties as to the financial status of any depository bank or its ability to satisfy its obligations to the Participant and that the status of a depository bank as a "well capitalized" bank at any particular time does not mean that it will be so at any time in the future.

### 11.2 TELEPHONE TRADING & RECORDED PHONE LINE AUTHORIZATION

Unless you select the "elect-out" option in this section of the Account Application; by signing the Coverdell ESA Application, you authorize the Custodian to honor eligible transaction requests it receives by telephone from the you or your 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 ESA Application, you give the Custodian consent to record and play back such calls as necessary for business purposes, and you acknowledge 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.

### 11.3 INTERESTED PARTY (INFORMATION ONLY) DESIGNATION

You may authorize an additional person (other than yourself or your Designated Representative or Financial Representative – if applicable) to receive Account information and electronic statements ONLY. The Custodian will not accept purchase or sale instructions from an Interested Party.

Individuals who are designated as an Interested Party by the Depositor and/or Responsible Individual may not be a sponsor of or otherwise affiliated with an investment in the Account. It is the responsibility of the Depositor and/or Responsible Individual and the Interested Party to review the assets for the Account to ensure compliance with this provision and to take steps to remove an Interested Party from the Account in the event of non-compliance.

### 11.4 FINANCIAL REPRESENTATIVE INFORMATION & AUTHORIZATION

You should complete this section if you choose to designate a financial representative (FR), who the Depositor and/or Responsible Individual authorizes to execute transactions for the ESA according to the "Terms and Conditions of Appointment of Financial Representative" below.

The FR must separately consent to his or her designation as your agent, and acknowledge that he or she will be acting solely as your Agent and not as the agent of the Custodian.

**a. Terms & Conditions of Appointment of Financial Representative.** By execution of the Application, the named FR (if any) has been designated subject to the following terms and conditions:

1. The Depositor and/or Responsible Individual, and not the Custodian, is responsible for the actions of the FR. The FR is the authorized agent of the Depositor and/or Responsible Individual and is not an employee or agent of the Custodian. The Depositor and/or Responsible Individual acknowledges that the Custodian does not require that the Depositor and/or Responsible Individual appoint an FR, does not recommend the appointment of any specific FR, does not make any representations regarding his/her compliance with securities laws or registration requirements, and is not affiliated with the FR in any way.
2. 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 Pacific Premier Trust to perform transactions for the Account on behalf of the Depositor and/or Responsible Individual. Such direction may include, but is not limited to, making or receiving payment pursuant to the FR's investment directions or upon receipt of transaction confirmations.

**3.** The FR may remove himself or herself upon written notice to the Custodian.

**4.** 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.

**5.** The Depositor and/or Responsible Individual may remove his or her 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.

**6.** The Depositor and/or Responsible Individual 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 action 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.

**7.** The Custodian shall reflect the name and business address of the Depositor and/or Responsible Individual's designated FR on each quarterly Account statement and shall assume that the FR information reflected on the Account statement is accurate unless the Depositor and/or Responsible Individual and/or the FR notifies the Custodian in writing of the discrepancy.

**8.** If the FR is associated with a broker-dealer firm or financial exchange, the Custodian may make information about Account activity available to the broker-dealer or exchange to assist them with their supervisory responsibilities required under applicable rules and regulations.

**9.** The FR and his/her employees, staff, broker-dealer firm, and any companies to which the aforementioned are associated, may not sponsor or otherwise be affiliated with the investments purchased within the Account. It is the responsibility of the Depositor and/or Responsible Individual and the FR to perform a review of the investments for the Account to ensure compliance with this provision and to take necessary steps to remove the FR from the Account in the event of non-compliance.

**10.** It is the Depositor and/or Responsible Individual's responsibility to review the actions of the FR to ensure compliance with all laws and regulations and to remove the FR if he or she does not comply with the laws, rules and regulations that apply to the Account or to the terms of the Account.

#### **b. Terms & Conditions of Designated Representative**

**1.** The Depositor and/or Responsible Individual, by providing such information in any form or manner that is otherwise acceptable to the Custodian, may designate a representative ("Designated Representative") through whom the Custodian shall be authorized to accept investment instructions for the custodial account. The Depositor and/or Responsible Individual (and not the Custodian) shall be responsible for investigating, selecting, instructing and monitoring the Designated Representative, and to perform whatever investigation or due diligence as may be appropriate before selecting, designating or retaining the Designated Representative. The Designated Representative shall be the authorized agent of the

Depositor and shall not be treated for any purpose as an employee, agent or affiliate of the Custodian, or as controlled, approved, recommended or endorsed by the Custodian. The Custodian shall have no duty to, and shall not supervise or monitor the Designated Representative or any investment transactions the Designated Representative instructs the Custodian to make. The Custodian may construe any and all investments and transactions requested or directed by the Designated Representative, whether written, or oral, as having been duly authorized by the Depositor and/or Responsible Individual if the Depositor and/or Responsible Individual has appointed a Designated Representative for the custodial account. The Custodian is authorized to notify the Designated Representative of any investment instructions(s) received from the Depositor and/or Responsible Individual; unless the Depositor specifically notifies the Custodian NOT to do so in writing, or Pacific Premier Trust is prohibited from doing so by law. The Custodian will not be responsible for any consequences of such notification. The Depositor and/or Responsible Individual may remove a Designated Representative by written notice to the Custodian, provided, however, that removal of a Designated Representative shall not have the effect of cancelling any notice, instruction, direction or approval received by the Custodian from the removed Designated Representative before the Custodian has received written notice of removal of the Designated Representative and has had a reasonable opportunity to implement such cancellation.

**2.** If the Depositor and/or Responsible Individual designates a Designated Representative who is a registered investment advisor (RIA), these additional provisions shall apply: The Custodian may accept instructions from the Designated Representative who is an RIA for investment and other transactions concerning the Account as having been duly authorized by the Account Holder, whether pursuant to any power of attorney, investment management agreement or similar document or instrument pursuant to which the Depositor and/or Responsible Individual has given authority to the RIA with respect to assets such as the custodial account. The Custodian may rely on and implement such instructions from a Designated Representative who is an RIA without obtaining, reviewing or requiring such Designated Representative to provide a copy of any power of attorney, investment management agreement or similar document signed by the Depositor and/or Responsible Individual, and without determining the existence or scope of any restrictions on the authority of the Designated Representative. The Custodian may rely on any communication from any employee of the Designated Representative who is an RIA as having been delivered on behalf of the Designated Representative and shall have no obligation or duty to investigate or determine whether that employee was authorized to deliver these instructions. The Depositor and/or Responsible Individual agrees that the provisions of this paragraph and any other provisions relating to a Designated Representative who is an RIA shall apply as well to any other person that the Depositor and/or Responsible Individual may designate as a Designated Representative if such person is not an RIA but is a regulated person or entity, such as a bank, savings and loan, broker-dealer or other financial institution, with appropriate modifications to the language to reflect the substitution of the type of regulated entity (e.g., "bank") for "RIA" in the relevant provision.

**3.** If the Depositor and/or Responsible Individual appoints a Designated Representative who is an RIA, the Depositor agrees that the Custodian may communicate with the Designated Representative

as the principal point of contact with respect to all matters concerning the custodial account and that the Custodian shall have no obligation to copy the Depositor and/or Responsible Individual on its communications with the Designated Representative. The Depositor also authorizes the Custodian to provide copies of all correspondence, reports and statements with respect to the custodial account and any related information about the custodial account to a Designated Representative who is an RIA.

### **11.5 CONFIDENTIALITY & SECURITY**

The Custodian restricts access to nonpublic personal information about the Depositor and the custodial account to those employees, vendors and agents who need to know that information to provide products or services to the custodial account. The Custodian maintains physical, electronic, and procedural safeguards that comply with federal standards to guard the Depositor's nonpublic information. Access to account information is provided only to authorized parties after written or verbal requests are successfully authenticated. It is the Depositor's obligation to promptly report suspected or actual security breach activity that they become aware of to the custodian.

### **11.6 ADMINISTRATIVE FEASIBILITY**

Basic guidelines for this policy are set by the IRS. Other investment restrictions are determined by the Custodian for administrative purposes. 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. The Custodian does not recommend or comment on the investment merits or management of any investment. The Custodian does not conduct due diligence and it does not review investments for their merits, suitability or legality for investment in a Coverdell ESA. The Custodian may, for its own administrative purposes, review investment materials and it may or may not maintain copies of such review material. Depositor and/or Responsible Individuals are responsible for obtaining, reviewing and keeping copies for their own use, any prospectus, offering memorandum, purchase agreement or other material for investments they direct that the Custodian purchase in a Coverdell ESA.

Please refer to the Fee Schedule for more information on the types of investments the Custodian permits in client Accounts, and to see the fees associated with each type of investment.

### **11.7 CUSTODIAN'S VALUATION REPORTING POLICY**

Each account statement the Depositor and/or Responsible Individual 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. Pacific Premier Trust reports the value of account assets as accurately as possible using the resources available to it. The Values listed on the Pacific Premier Trust 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 Depositor and/or Responsible Individual obtain and provide to the Custodian an updated value from the asset sponsor, or provide an independent appraisal for their asset. If the Depositor and/or Responsible Individual fails to provide this information, the Custodian may require the Depositor and/or Responsible Individual to remove the asset from their account by transfer or distribution. If the Depositor and/or Responsible Individual does not remove the asset from the Account as directed, the Custodian may distribute the asset to the Depositor and/or Responsible Individual at the last reported value or resign and distribute the entire Account to the Depositor and/or Responsible Individual. 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 Depositor and/or Responsible Individual to provide information to show the current status of the asset. If the Custodian does not receive this information when requested, the Custodian may distribute the asset to the Depositor and/or Responsible Individual at the last reported value or resign and distribute the entire Account to the Depositor and/or Responsible Individual. 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 Depositor and/or Responsible Individual will be able to obtain the reported value in the event of a sale, redemption or surrender. Values reported as N/A indicate that either: 1) 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, 2) 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 3) 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 Depositor and/or Responsible Individual security positions and account value.

A total value for all your assets (by category) is listed in the "Account Summary" 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.

### **11.8 STATEMENT REVIEW PERIOD**

Please review each Account statement carefully, and be sure the activity and balances on your Pacific Premier Trust Account statement are accurate. The Depositor and/or Responsible Individual must report any discrepancies to the Custodian in writing within 90 days of the date of the Account statement. If we do not receive the Depositor and/or Responsible Individual's written objections within the stated period, the Custodian shall be relieved of all liability for the report, act or procedure reflected on the statement.

### **11.9 NOTICE OF CHANGE OF ADDRESS**

Any required notice regarding this Coverdell ESA will be considered effective when the Custodian mails it to the last address of the intended recipient that we have in our records. Any notice given to the Custodian will be considered effective when received. You must notify us of any change in address in writing.

### **11.10 INDEMNIFICATION & LIMITATION OF LIABILITY**

This section shall apply to you, as the Responsible Individual, the Depositor, Designated Beneficiary and to any named death beneficiary(ies) and any of their successors. All references to the Responsible Individual in this section include the Designated Beneficiary(ies) upon his or her reaching the age of majority and upon any named death beneficiary upon the death of the Designated Beneficiary.

The Custodian shall have no liability for any loss or diminution of the ESA assets resulting from the changes in the market value of an asset; or resulting from reliance or action taken in reliance upon notice, instruction, direction or approval received from a Responsible Individual, the Designated Representative or the FR; or by reason of any exercise or failure to exercise investment direction authority by a Responsible Individual or by the Designated Representative or the FR; or by reason of the Custodian's refusal to act in accordance with any exercise of investment direction by a Responsible Individual the Designated Representative or the FR; or for any failure of the Designated Representative or the FR or asset sponsor to comply with any laws or registration requirements; or by reason of any other act or failure to act by a Responsible Individual or by the designated the Designated Representative or the FR; or by reason of any prohibited transaction or ESA disqualification occurring as a result of any action taken or not taken by the Custodian in reliance on direction from a Responsible Individual, the Designated Representative or the FR.

The Responsible Individual waives and will hold the Custodian harmless from any and all claims including but not limited to damages, court costs, legal fees and costs of investigation arising as a result of changes in the market value of any asset; resulting from reliance or action taken in reliance upon notice, instruction, direction or approval received from a Responsible Individual, the Designated Representative or the FR; or by reason of any exercise or failure to exercise investment direction authority by a Responsible Individual, the Designated Representative or by the FR; or by reason of the Custodian's

refusal to act in accordance with any exercise of investment direction by a Responsible Individual, the Designated Representative or the FR; or for any failure of the Designated Representative or the FR or asset sponsor to comply with any laws or registration requirements; or by reason of any other act or failure to act by a Responsible Individual, the Designated Representative or by the FR; or by reason of any prohibited transaction or ESA disqualification occurring as a result of any action taken or not taken by the Custodian in reliance on direction from a Responsible Individual, the Designated Representative or the FR.

The Depositor and/or Responsible Individual, and upon the death of the Depositor and/or Responsible Individual, The Beneficiary, agrees to defend, indemnify and hold harmless the Custodian, its related entities, their employees, directors, shareholders, officer, agents and representatives, and any successors or assigns of the foregoing, from and against any and all damages, losses, liabilities, claims, actions, costs and expenses, including but not limited to attorneys' fees, court costs and witness fees, that the Custodian or its related entities or any of such persons may be subject to, incur or pay out, based on, as a result of, arising out of or otherwise related in any way to:

- a.** Any act of the Custodian or its related entities or any such person with respect to the custodial account;
- b.** Any claim, suit, action or liability that may be alleged or asserted against the Custodian or its related entities or any such person in connection with any investment made by the Custodian or with respect to any act taken by Pacific Premier Trust or its related entities or any such person pursuant to any direction from the Depositor, the Designated Representative or the FR for failing to act in the absence of any such direction;
- c.** The investment or any transaction involving any custodial account asset by the Custodian or any claims or allegations relating to any such investment or transaction; or
- d.** Any lawsuit, action, arbitration, formal inquiry or other legal proceeding in which the Custodian or its related entities or any such person is named as a party (except for any action in which the Custodian or its related entities is named as a defendant by the Depositor alleging a breach of this Custodial Agreement by the Custodian.

### **11.11 CONFIRMATIONS DELIVER POLICY**

The Responsible Individual agrees to receive confirmations for trades processed by the Custodian in the form of periodic statements which detail trading transactions. The Responsible Individual further understands that he/she 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.

### **11.12 ARBITRATION**

The Participant hereby agrees that all claims and disputes of every type and matter between the Participant and the Custodian, including but not limited to claims in contract, tort, common law claims or alleged statutory violations, shall be submitted to binding arbitration with, and pursuant to the Rules of, the American Arbitration Association. To the extent not preempted by federal law, Colorado law (including without limitation Colorado statutes governing trust companies) shall control during the arbitration. The Participant expressly waives any right he/ she may have to institute or conduct litigation or arbitration in any other forum, or before any other body, whether individually, representatively or in another capacity. Arbitration is final and binding on the parties. An award rendered by the arbitrator(s) may be confirmed in any court having jurisdiction over the parties. In an



arbitration the parties are entitled to a fair hearing, but arbitration procedures are simpler and more limited than rules applicable in court. The arbitrator's award is not required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrator is strictly limited.

The Participant agrees to the Arbitration Statement above and to the Indemnification of Custodian contained in the plan documents. The indemnification obligation specifically applies to claims brought by the Custodian.

### 11.13 MINIMUM ACCOUNT VALUE REQUIREMENT

Accounts requesting a distribution or transfer must retain the minimum cash as required under the Fee Schedule or in an asset the Custodian deems liquid in addition to the total amount due for invoiced fees. If the Depositor and/or Responsible Individual'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.

### 11.14 BILLING & 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 these Additional Account Terms. Such fees may include, but are not limited to, account establishment, account maintenance, account termination and other account administrative fees as identified in the applicable Fee Schedule, as well as processing fees and custodial cash management and administration fees for uninvested cash balances held at FDIC-insured depository institutions unaffiliated with Pacific Premier Bank ("Custodial Cash Fee"). Account establishment fees shall be paid by the Participant at the time a completed and executed IRA Application is submitted to the Custodian. Account administration, account termination, custodial processing services and other account administrative fees ("custodial fees") shall be paid either by deducting cash from the custodial account or by charging the debit/credit card on file, or by any other acceptable payment method that may be offered by the Custodian in the future. The Custodial Cash Fee paid to the Custodian shall be deducted from interest earned on cash balances prior to the crediting of such interest to the Participant's custodial account at the end of each month, and is charged as a percentage, as determined in the discretion of the Custodian from time to time (the "Percentage"). The Custodial Cash Fee may reduce the amount of net interest paid to the Participant on a monthly basis to zero or a negligible amount. The Custodial Cash Fee is not charged against the principal balance of cash held by the Participant in the custodial account. See the Uninvested Cash section for more details regarding uninvested custodial cash. 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, including an increase in the maximum percentage that may be charged as a Custodial Cash Fee, upon thirty (30) days prior written notice to the Participant, with the exception of the Custodial Cash Fee Percentage which may vary from time to time, and may be changed at any time without notice.

Fees 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.

The Custodian may charge the Participant, and/or the custodial account, and shall be reimbursed by the Participant or the custodial 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 custodial account, such as property tax or association fees, from cash available in the custodial account and will not advance such expenses on behalf of the Participant 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 custodial account or the Participant's interest therein in any arbitration, litigation, investigation or request by a governmental or regulatory agency, involving or relating to the custodial account or any of its assets or transactions; or (2) in defense of the Custodian, if the Custodian is named together with the Participant or the custodial account in any proceeding involving the Participant or the custodial account. The Custodian may establish a reasonable reserve from the assets of the custodial account with which to pay its compensation or expenses for administration.

Within thirty (30) days of establishment of a custodial account, the Participant shall furnish the Custodian with the cardholder name, card number and expiration date ("Information") of a valid credit card or bank/debit card ("debit/credit card"). (See the Pacific Premier Trust website for a list of acceptable card account issuers.) The cardholder shall authorize the Custodian to charge the card account on file for custodial fees and expenses in accordance with this Billing and Fee Collection section. The Participant must maintain valid debit/credit card Information on file at all times. If such debit/credit card Information expires or otherwise ceases to be valid, the Participant shall immediately provide the Custodian with valid replacement debit/credit card Information, and authorize the Custodian to charge such replacement debit/credit card for custodial fees and expenses in accordance with this Billing and Fee Collection section.

Participants may elect to pay their custodial fees using available cash in their custodial account, or by charging the debit/credit card Information on file (the "Fee Payment Preference"). Fees will first be satisfied by cash held as prepayment of fees, if any. If there is no cash held as prepaid fees, the Custodian will attempt to satisfy fees using the method selected as the Fee Payment Preference.

If the Custodian is not able to satisfy the payment of fees using the selected Fee Payment Preference, satisfaction of custodial fees will be attempted using any other available means, including by using available cash in the custodial account. Please note that if the Custodian has to use other available means to satisfy the fee balance, this may delay the transaction including, account termination request, and may result in adverse tax consequences.

In the event that an Participant has selected a Fee Payment Preference of charging the debit/credit card on file, and the Custodian's attempt to charge the debit/credit card fails for any reason, including but not limited to, card expiration or temporary "holds" placed on the card by the card issuer, and the Custodian is able to satisfy the outstanding fees using available cash in the custodial account as described above, Pacific Premier Trust may, at its sole discretion, decline any request to make subsequent attempts to charge the credit/debit card on file or other card as provided by the Participant for such fees and to reimburse the custodial account in the amount of such fees.

For any Participant request to reimburse the custodial account for fees collected from available cash in the situation described above (where the Fee Payment Preference was set to charge the debit/credit card on file, but where

such attempt failed, and available cash in the custodial account was used to satisfy such fees) in favor of making payment with unqualified funds (from outside of the custodial account), the Custodian may, at its sole discretion, accept a check to pay the fees under these circumstances, and the Custodian will not make a subsequent attempt to charge the credit/debit card on file or to charge any other credit/debit card provided by the Participant for such fees.

If any custodial fees remain outstanding for more than 45 days, and all available payment methods have been attempted to satisfy such fees, the Custodian may attempt to satisfy any such unpaid fees by liquidating investments in the custodial account as the Custodian determines in its sole discretion, as necessary to satisfy the balance of the outstanding fees 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.

If custodial fees remain outstanding after 45 days, after reasonable attempts have been made to satisfy such fees with other available means, the Custodian may notify the Participant in writing of its intent to resign as Custodian and distribute its assets to the Participant if fees are not satisfied within 30 days from the date of such notification. The Custodian may employ a collection agency to recover all unpaid fees and expenses.

In the event of an overdraft in the custodial account, the Custodian shall provide the Participant with written notice to immediately either pay the Custodian or deposit funds in the custodial account to remedy such overdraft. Upon failure of the Participant to pay outstanding fees and expenses, or to remedy an overdraft in the custodial account within the time specified, following a 30-day notice period, the Custodian may resign as Custodian and distribute the account assets to Participant. The Custodian may employ a collection agency to recover all unpaid fees, expenses, and overdrafts.

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 any assessed fees 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 must report any inaccuracies within 45 days of the Fee Statement date.

For any charge made to a credit/debit card that the Participant wishes to dispute, the Participant shall direct the dispute to the Custodian. If after a review of the dispute, the Custodian agrees that the charge or portion thereof should be refunded, such refund will be processed in a timely manner.

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 custodial account of an equal amount that was charged to the Custodian. Should the uninvested cash in the custodial account be insufficient to cover the amount, the outstanding balance will be assessed to the custodial 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 an 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 custodial 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 custodial account, but performed after the account has closed. Any fees that remain unpaid after the custodial account is closed will be subject to collections and payment according to the terms outlined in this Billing and Fee Collection section.

#### **11.15 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, the Custodial Agreement shall be governed by and construed and administered under the laws of the State of Colorado, without giving effect to any state's choice of law provisions.

#### **11.16 ELECTRONIC RECORDS**

The Custodian and the Depositor and/or Responsible Individual agree that the Custodian, the Depositor and/or the Responsible Individual each has the legal and contractual right to (a) execute and deliver this Custodial Agreement and all supplemental and replacement agreements (collectively, the "Agreement"); (b) provide and communicate directions, instructions, notices, information, records and documents (collectively, the "Documents") to each other and other persons or entities; (c) create, generate, record, store, transmit, receive, and retain the Documents and Agreements; and (d) 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. All Agreements and documents pertaining or relating to the legal, contractual, transactional and business relationship between the Custodian, the Depositor and/or the Responsible Individual, including, without limitation, all directions and instructions of the Depositor and/or Responsible Individual to the Custodian, may be recorded, stored, retained, and evidenced by electronic records. Any written or similar Agreements or Documents in paper or hard copy form (collectively, the "Hard Copy Documents") may also be converted to, and recorded, stored, retained, and evidenced by or in electronic records, including Hard Copy Documents that have been created or are effective prior to the date of this Custodial Agreement. Electronic records shall include electronic signatures of each of the Custodian, the Depositor and/or Responsible Individual and those of any third person or entity. The Custodian, the Depositor and/or Responsible Individual may refuse to conduct transaction by electronic means upon notice to the other party, may refuse to conduct transactions by electronic means upon notice to the other party.

Any electronic record shall accurately reflect the information set forth in any Hard Copy Record, if applicable, after it was first generated in its final form as an electronic record or alternative format. All electronic records of the Custodian, the Depositor and the Responsible Individual shall remain accessible for later reference or use by the Custodian, the Depositor and/or the responsible Individual or any other person or entity.

After either the Custodian, the Depositor and/or the responsible Individual has recorded, stored, retained, and evidenced any such Hard Copy Documents into electronic records, then the Custodian, the Depositor and/or the Responsible Individual, as the case may be, shall have the right but no obligation, to destroy any Hard Copy Documents so recorded, stored, retained and evidenced by or into electronic records, including any Hard Copy Documents that predate, or were in effect or prior to, the date of this Custodial Agreement (collectively, the "Pre-existing Hard Copy Documents").

The destruction of any Pre-Existing Hard Copy Documents shall not affect any rights of either the Custodian, the Depositor and/or the Responsible Individual, including for legal, contractual, transactional, or business purposes or with respect to any contractual, legal or regulatory dispute or proceeding of any type or nature, including lawsuits, arbitrations, mediations, investigations, administrative proceedings, regulatory actions, or the like (collectively, "Proceedings"). Either party may introduce all applicable electronic records, including those electronic records of such Hard Copy Documents that were destroyed, into evidence, for the record or for any other legal, contractual, transactional, regulatory or related purpose at any Proceedings and may utilize all such electronic records for all of the foregoing purposes. Notwithstanding the foregoing, neither the Custodian, the Depositor and/or the Responsible Individual shall destroy any Hard Copy Documents that are required by applicable law to be retained in an original or non-electronic form.

#### **11.17 ATTORNEY'S FEES**

In the event of any dispute or controversy between the Custodian and the Depositor and/or Responsible Individual, with regard to the custodial account or this Custodial Agreement or any provision hereof, or its interpretation, construction or implementation, or relating to the respective duties of the parties hereunder, the prevailing party in such dispute shall be entitled to recover from the non-prevailing party all reasonable fees, costs and expenses, including without limitation, attorney's fees, costs and expenses incurred by or on behalf of the prevailing party, all of which shall be in addition to any award of damages or other relief to which such party is entitled.



Pacific Premier Trust Coverdell ESA Transfer / Rollover Request

IMPORTANT INFORMATION

This form is to be completed by an ESA Account Owner who wishes to make a transfer, rollover, direct rollover, all or a portion of his/her assets from an existing ESA plan to a Pacific Premier Trust ESA.

\* Indicates required information.

1 TRANSFER TYPE

Please select a transfer type.

To the delivering firm: I have amended my ESA plan or established a new plan, and request that you transfer or rollover all or a portion of the assets or securities in my account (as directed on this form) to the successor Trustee/Custodian named below. 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 New York Stock Exchange Rule 412 or similar rule of the National Association of Securities Dealers or other designated examining authority. Unless otherwise indicated in the instructions contained herein, I authorize you to sell my nontransferable proprietary money market fund assets that are part of my account and transfer the resulting cash credit balance to the successor Trustee/Custodian. I understand that you will contact me with respect to the disposition of any other assets in my securities account that are not transferable. I authorize you to deduct any outstanding fees due to you from the credit balance in my account. If my account does not contain a credit balance, or if the credit balance in the account is insufficient to satisfy any outstanding fees due to you, I authorize you to liquidate the assets in my account to the extent necessary to satisfy that obligation. 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 Trustee/Custodian to transfer them to its name (or its nominee name) for the purpose of sale, when and as directed by me. I understand that upon receiving a copy of this transfer instruction, you will cancel all open orders for my account.

Select the option for the transfer type you are requesting:

Partial Transfer/Rollover - Amount: \$ \_\_\_\_\_

Complete Transfer/Rollover (this will close your entire account)

2 ACCOUNT OWNER INFORMATION

Please complete all required fields below.

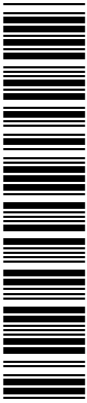
Form with fields: RESPONSIBLE INDIVIDUAL NAME (FIRST, MI, LAST)\*, PACIFIC PREMIER TRUST ACCOUNT NO.\*, SSN\*, DATE OF BIRTH\*, PRIMARY PHONE\*, MAILING ADDRESS\*, CITY\*, COUNTY\*, STATE/PROVINCE\*, POSTAL CODE\*

3 RESIGNING TRUSTEE/CUSTODIAN INFORMATION

Please provide a copy of the most recent Account Statement from your resigning Trustee/Custodian.

This transfer may be faxed to my resigning Trustee/Custodian. The below fields must be completed.

Form with fields: CUSTODIAN NAME\*, RESIGNING TRUSTEE/CUSTODIAN ACCOUNT NO.\*, CONTACT DEPARTMENT\*, FAX NO.\*, PRIMARY PHONE\*, MAILING ADDRESS\*, CITY\*, COUNTY\*, STATE/PROVINCE\*, POSTAL CODE\*



**4 TRANSFER/ROLLOVER INSTRUCTIONS**

• Choose one option below. For your selection, please provide specific asset instructions in Section 5.

**Transfer:** Trustee to Trustee

**Rollover:** Rollover of eligible distribution received outright by Account Owner.

**5 LIST OF ALL ASSETS TO BE TRANSFERRED OR LIQUIDATED**

• Use additional paper if needed. Please provide a copy of the most recent Account Statement from your resigning Trustee/Custodian.

A. Cash/Money Market Funds	Specify "All" or \$ Amount

B. Mutual Funds	Specify "All" or No. of Shares	Sell	or	Transfer in Kind	Fund Account No.

C. Annuities	Value	Surrender	or	Change of Ownership	Contract (Policy No.)

D. Stocks or Bonds	Specify "All" or No. of Shares	Sell	or	Transfer in Kind	CUSIP/Ticker

**6 ACCOUNT OWNER'S SIGNATURE REQUIRED**

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

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 ESA, I certify that I am the sole beneficiary of the assets requested and agreed to hold Pacific Premier Trust 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; and I irrevocably elect to roll over the assets in this transaction.

I hereby agree to indemnify and hold harmless Pacific Premier Trust and its officers, directors, shareholders, agents and employees, 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 alternative assets, disclosed in the Fee Schedule. If this requirement is not met, I understand that additional fees may apply.**

 ACCOUNT OWNER SIGNATURE OR DESIGNATED REPRESENTATIVE*	DATE*
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**NOTE:** Medallion Signature Guarantee Stamp here if the resigning Trustee or Custodian requires.



## 7 ACCEPTANCE BY PACIFIC PREMIER TRUST

Pacific Premier Trust, a division of Pacific Premier Bank hereby accepts the appointment as Custodian of the assets listed. This acceptance is not to be construed as validation of any rollover or direct rollover contribution, if any. Pacific Premier Trust is exempt from backup withholding described in the Internal Revenue Code Section 3406(a)(1)(C).



\_\_\_\_\_  
Pacific Premier Trust Acceptance Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

[MEDALLION GUARANTEE STAMP HERE]

**Note:** This Medallion Guarantee Signature is only a guarantee of Pacific Premier Trust's acceptance signature. Pacific Premier Trust is not guaranteeing the client's signature.

## 8 DELIVERY INSTRUCTIONS

### CHECK

**Make checks payable to:**

Pacific Premier Trust, Custodian  
FBO (Client Name), Pacific Premier Trust Account Number  
P.O. Box 173859  
Denver, CO 80217-3859

### ACATS

**Automated Customer Account Transfer Service Information:**

For ACATS Eligible Firms  
2-3 Business days for partial requests  
4-5 Business days for full requests  
For cash transfers, please ensure you have cash positions available

### WIRE

**Wiring Instructions for Cash:**

Citibank  
ABA No.: 321171184  
For Credit to: Pacific Premier Trust  
A/C No.: 204869978  
For Further Credit to: Client's Full Name  
A/C No. (Client's Pacific Premier Trust Account Number)

**Overnight Delivery Address**

Pacific Premier Trust  
FBO (Client Name)  
1560 Broadway, Suite 400  
Denver, CO 80202-3308

**NOTE:** Pacific Premier Trust will automatically default to ACATS (Automated Customer Account Transfer Service) if no contact information and contact fax number is provided. If the firm is not ACATS eligible, Pacific Premier Trust will attempt to fax documents. If this is not an option, your transfer will be mailed unless overnight mailing instructions are provided.

**For Overnight Paperwork Delivery:**

Charge my account (please refer to your Fee Schedule)

Charge this overnight number/provider: \_\_\_\_\_

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

Pacific Premier Trust Custodian FBO (Client Name), IRA  
P.O. Box 173859  
Denver, CO 80217-3859  
Tax ID: 02-0526633

**DTC Eligible Securities:**

DTC No. 5998  
Agent ID: 94099  
Institutional ID: 94099  
FBO: Client Name & Pacific Premier Trust Account Number

**Book-Entry Government Securities (Including GNMA Pool Deliveries) Via Federal Wire:**

Fifth Third Bank  
ABA No.: 042000314/Fifth Cin/1050  
FFC A/C No.: 010034438545  
A/C Name: Pacific Premier Bank  
FBO: Client Name & Pacific Premier Trust Account Number

**Register Networked Eligible Mutual Funds To:**

NTC & Co.  
FBO (Client Name), Pacific Premier Trust Account Number  
P.O. Box 173859  
Denver, CO 80217-3859  
Matrix Settlement & Clearance Services NSCC No.: 5954  
Tax ID: 26-1356253

**Upload forms to:**

[www.PacificPremierTrust.com/upload](http://www.PacificPremierTrust.com/upload)

**Fax to:** 303-614-7038

**Send mail to:**

Pacific Premier Trust  
Processing Center  
P.O. Box 173859  
Denver, CO 80217-3859

**For express deliveries:**

Pacific Premier Trust  
Processing Center  
1560 Broadway, Suite 400  
Denver, CO 80202-3308

**Questions?**

Call 800-962-4238

**INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE**



# Account Access Authorization Form

## 1 ACCOUNT OWNER INFORMATION

NAME (FIRST, MI, LAST)	PHONE NO. (IF KNOWN)
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PRIMARY PHONE NO.	SOCIAL SECURITY NO.
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ACCOUNT NO.
-------------

I authorize the Designated Representative listed below to act on behalf of all of my accounts held at Pacific Premier Trust.

## 2 DESIGNATED REPRESENTATIVE INFORMATION

Complete the fields below to designate a representative for your Account. Note: The IRA Custodial Account Agreement and Disclosure Statement authorizes Pacific Premier Trust to rely on any instructions provided by the person and/or firm listed here, and states that Pacific Premier Trust and its related entities are indemnified by you against any loss or expense it may incur when relying on such instructions.

DESIGNATED REPRESENTATIVE (DR) NAME (FIRST, MI, LAST)
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DR OFFICE NAME	DR BROKER-DEALER NAME
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DR INDIVIDUAL CRD NO.	DR FIRM CRD NO.
-----------------------	-----------------

DR REPRESENTATIVE NO.	DR BRANCH NO.
-----------------------	---------------

DR MAILING ADDRESS
--------------------

CITY	STATE/PROVINCE	COUNTRY	POSTAL CODE
------	----------------	---------	-------------

BUSINESS PHONE NO.	CELL PHONE NO.	FAX NO.
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EMAIL ADDRESS
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### 3 AUTHORIZATION & SIGNATURES

I designate or remove the above listed individual as my primary authorized representative at the above firm; I recognize that Pacific Premier Trust is authorized to act on instructions from not only this primary representative, but from any principal or authorized officer of the firm, or additional representative assigned by a principal or authorized officer of the firm.

I recognize that the firm has the authority to designate representatives that may have access to my account information.

By signing below, I agree:

- To a modification of my Pacific Premier Trust custodial agreement to enable the firm to make this appointment for this purpose;
- That the firm will have sole responsibility, and Pacific Premier Trust will have no responsibility for the selection, retention and actions of the Designated Representative;
- That the Designated Representative will be an agent of the firm and shall not be treated for any purpose as an employee, agent or affiliate of Pacific Premier Trust, or as controlled, approved, recommended or endorsed by Pacific Premier Trust, and;
- That the firm may remove a Designated Representative effective upon Pacific Premier Trust's receipt of their written notice of removal.

#### SIGNATURES

Both signatures are required.

	ACCOUNT OWNER SIGNATURE	DATE
	DESIGNATED REPRESENTATIVE SIGNATURE	DATE

Please note that directions from an advisor (ASA) may incur charges to a client account, in accordance with the client's fee schedule. Examples include research fees, wire transfers, and overnight shipping.

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

**Fax to:** 303-614-7052

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

**For express deliveries:**  
Pacific Premier Trust  
Processing Center  
1560 Broadway, Suite 400  
Denver, CO 80202-3331

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

**INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE**





## 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](http://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?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	<b>No</b>
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	<b>No</b>
<b>For joint marketing with other financial companies</b>	No	<b>We don’t share</b>
<b>For our affiliates’ everyday business purposes—</b> information about your transactions and experiences	No	<b>We don’t share</b>
<b>For our affiliates’ everyday business purposes—</b> information about your creditworthiness	No	<b>We don’t share</b>
<b>For our affiliates to market to you</b>	No	<b>We don’t share</b>
<b>For nonaffiliates to market to you</b>	No	<b>We don’t share</b>

**Questions?**

Call 855-343-4070 or go to [www.ppbi.com](http://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 Service Schedule



**PACIFIC PREMIER TRUST**

A Division of Pacific Premier Bank

Category	Fee Name/Description	Amount
<b>Account Administration (Quarterly)</b>	Quarterly Account Administration	\$90
<b>Asset Maintenance (Quarterly)<sup>1</sup></b>	Asset maintenance fees are assessed quarterly so that Pacific Premier Trust may continue to protect your account's tax-advantaged status. <i>Based on your asset value, follow the cost formulas below to calculate your quarterly asset maintenance fee.</i>	
	<b>Asset Value</b>	<b>Cost</b>
	If <\$500,000	0.025% x asset value
	If \$500,000-\$1,000,000	\$125 + (0.0125% x asset value >\$500,000)
	If >\$1,000,000	\$187.50 + (0.0075% x asset value >\$1,000,000)
	Maximum quarterly asset maintenance charge = \$500	
<p><b>Quarterly Fee Example</b> (Based on asset valued at \$200,000 and online/electronic delivery)</p> <p>Online Account Opening.....Free            Receive Electronic Statements.....Free            Quarterly Account Administration.....\$90            Quarterly Asset Maintenance (based on asset value).....\$50</p> <hr/> <p style="text-align: right;">Total (billed quarterly): <b>\$140</b></p>		
<b>Additional Services<sup>2</sup></b>	In-kind transfer to Pacific Premier Trust*	\$175
	New alternative asset purchase**	\$175 / asset or action
	Real estate asset sale	\$175 / asset
	Full payoffs, liquidations, removals and sales other than real estate	\$35 / asset or action
	Roth conversion/recharacterization	\$150 / action
	Full/partial in-kind transfer out or distribution	\$175 / asset or action
	Trade mutual funds	Online: <b>Free</b>   Phone: \$10 / trade
	Trade equities	Phone only: \$10 / trade
<b>Other Charges</b>	Account opening	Online: <b>Free</b>   Paper forms: \$50
	Disbursement of funds	Electronic funds transfer (ACH, EFT, ACATS): <b>Free</b> Wire service / Cashier's Checks: \$35 (waived for new purchases) Check service: \$15 (waived for new purchases)
	Late payments <sup>3</sup>	\$35
	Account statements	e-statements: <b>Free</b>   Paper statements: \$10 / quarter
	Overnight deliveries	\$35 / instance
	Returned funds	\$35
	Research/special services	\$100 / hr (per asset, with min. of 1 hour)
	Account closure	\$50

\*In-kind transfers include review, re-registration, and delivery fees.

\*\*New alternative asset purchases include review, registration, delivery fees, execution, payment, etc.

## Disclosure

**1. Quarterly Asset Maintenance** is billed in arrears based on the total account value of assets as of the last business day of each calendar quarter, excluding the following asset types: Cash, Mutual Funds, Publicly Traded Bonds and Equity.

**2. Alternative Asset Services** are charged per asset transaction for purchases, sales, incoming/outgoing transfers, distributions and rollovers, excluding the following transaction types, which are free: Exchanges, Capital Calls, Subsequent Purchases and Return of Capital.

**3. The Late Payment** is billed in any quarter in which any service charges are outstanding after forty-five (45) days following the end of the previous calendar quarter.

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

Pacific Premier Trust shall charge a Custodial Cash Fee that will be deducted from interest earned on cash balances prior to the crediting of such interest to the account owner's custodial account at the end of each month. The account is only eligible to earn interest if it is open as of the interest crediting date, and any interest that may accrue on the account during a month that the account is closed prior to the interest crediting date will be paid to Pacific Premier Trust as an additional fee. The Custodial Cash Fee is charged as a percentage, but not to exceed a maximum per annum rate of 3.50% of the average daily balance of custodial account cash. (Pacific Premier Trust reserves the right to waive any portion of the Custodial Cash Fee without notice).

Pacific Premier Trust reserves the right to effect changes to this service schedule, including an increase in the maximum percentage that may be charged for Custodial Cash Fees, upon thirty (30) days prior written notice to the account owner. Pacific Premier Trust may reduce or waive service charges or fees without prior notice.

See both the Uninvested Cash and Billing and Fee Collection sections of your Custodial Account Agreement for more information about service charges and the Custodial Cash Fee.

If service charges are not paid within 45 days by charging the debit/credit card on file, or by any other acceptable payment method that may be offered by Pacific Premier Trust, to include available cash, a \$35 Late Payment charge will be assessed and billed quarterly to the account.

Service charges will continue to accrue and be payable as long as the account is open, even if the account contains no assets from which Pacific Premier Trust can collect amounts owed by the account owner.

The account owner is responsible for reporting any inaccuracy of all assessed account service charges and must report any inaccuracies within 45 days of the account services summary date.

Accounts holding cash equal to the Full Account Closure cost fee or less and no other assets may be closed at Pacific Premier Trust's sole discretion, and the cash balance will be paid to Pacific Premier Trust in lieu of the Full Account Closure fee.

Pacific Premier Trust may charge the account owner and/or the custodial account, and shall be reimbursed by the account owner or the custodial account for any reasonable expense, incurred by Pacific Premier Trust in connection with any account services or activities that Pacific Premier

Trust determines are necessary or advisable, or which are expressly directed by the account owner, and which are not included in the services provided by Pacific Premier Trust for its normal fees. See the Account Owner Agreement for more details.

All outstanding account service charges must be satisfied prior to the completion of an asset transfer out or an account closure.

Certain service charges in this service schedule may apply after notification of account closure. Examples include: research/special service charges, such as trailing dividends, check/wire service charges, and requests for copies of records. Service charges that remain unpaid after account closure will be subject to collections and payment according to the terms of the Account Owner Agreement.

### Services Charged by a Third Party Related to Investments May Apply

Apart from services charged by Pacific Premier Trust, there may be certain charges connected with the investment holdings in your account. These service charges may include, but are not limited to: foreign currency, recording, surrender, asset sponsor and re-registration.