



Custodial Account Agreement: Custody Only Accounts

ARTICLE 1 – DESIGNATION & ACCEPTANCE BY CUSTODIAN

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

ARTICLE 2 – HOLDING OF ASSETS

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

ARTICLE 3 – FINANCIAL REPRESENTATIVE INFORMATION & AUTHORIZATION

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

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

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

- (a) Any contribution intended to be tax-deductible under the IRC or any corresponding provision of state law is so deductible;
- (b) Fund earnings intended to be tax-deferred qualify for tax-deferred treatment; and
- (c) All taxes and penalties due are properly and timely paid and that all tax and other reporting requirements, other than those which under this Agreement the Custodian has expressly undertaken to

satisfy, are properly and timely complied with. Notwithstanding the foregoing, the Custodian, in its sole discretion, may sell or liquidate assets in the Fund, in reverse order of purchase of assets, to the extent necessary to satisfy any tax deficiency with respect to the Fund reported to the Custodian by the Internal Revenue Service, or of any liability properly chargeable to the Fund, and shall not be liable for any consequences of such sale, liquidation or payment.

ARTICLE 5 – INVESTMENTS

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

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

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

- (b) **Permitted Investments.** Investments may be made in instruments and investment vehicles that are permitted by the Custodian and are compatible with its administrative and operational requirements. The Custodian, at its discretion, reserves the right not to hold any investment or investment type. The Custodian reserves the right not to honor any investment instruction if adequate information has not been provided or if the Custodian cannot meet special administrative requirements of the investment.

NON-DEPOSIT INVESTMENT PRODUCTS ARE NOT INSURED BY THE FDIC; ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, THE BANK OR ANY OF ITS DIVISIONS; AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

(c) **Investment Powers.** The Custodian shall not commingle the Trust with any other property it holds except in a common trust fund or common investment fund.

(d) **Taxes, Legal Costs and Legal Actions**

The Custodian may charge against and pay from the Fund all taxes of any nature levied, assessed, or imposed upon the Fund, and pay all reasonable expenses and attorney's fees which may be necessarily incurred by the Custodian with respect to the foregoing matter.

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

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

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

ARTICLE 6 – TERMINATION

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

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

Upon termination or expiration of this Agreement, for any reason, the Employer shall cease to use all documents furnished by Pacific Premier Trust under this Agreement. Termination of this Agreement shall not relieve the Employer of its obligations regarding confidentiality. After termination of this Agreement, Pacific Premier Trust shall have no responsibility to the Employer with respect to updating, maintaining, amending of any documents, informing the Employer of any requirement for some, or providing any services contracted for under this Agreement. The Employer agrees to assume the responsibility of updating, maintaining, and amending any documents provided hereunder. Nothing herein shall limit the Employer's obligations for any payments due at the time of termination. Termination of this Agreement shall be in addition to and not in lieu of any other remedies available to either party at law or in equity.

ARTICLE 7 – RESIGNATION OR REMOVAL OF CUSTODIAN

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

ARTICLE 8 – SUCCESSOR TRUSTEE/CUSTODIAN

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

ARTICLE 9 – GENERAL PROVISIONS

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