



# Solo(k) Plan Establishment Kit Checklist

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

## REQUIRED DOCUMENTS

<b>DOCUMENTS FOR PLAN OWNER &amp; PARTICIPANT:</b>			
	<b>Return to Pacific Premier Trust</b>	<b>Return to TPA</b>	<b>Keep Record</b>
<b>TO ESTABLISH PLAN:</b>			
Solo(k) Application*	✓		✓
Solo(k) Adoption Agreement*	✓		✓
Solo(k) Plan Agreement*	✓		✓
Custodial Account Agreement*	✓		✓
Solo(k) Resolutions Adopting Plan*	✓		✓
Solo(k) Beneficiary Designation*			✓
In-Plan Roth Rollover Amendment Kit* (NOTE: If Roth money type is not allowed or if you do not want to allow IRR, this document should not be completed)	✓		✓
Solo(k) Loan Policy* (NOTE: If loans are not available, please do not complete)	✓		✓
<b>TO IMMEDIATELY FUND, PLEASE SUBMIT THE FOLLOWING DOCUMENTS:</b>			
Solo(k) Contribution*	✓		✓
Solo(k) Rollover*	✓		✓
Deferral Election Unincorporated Business			✓
Deferral Election Incorporated Business			✓
<b>SUPPLIED TPA DOCUMENTS: PENSION BENEFIT CONSULTANTS (PBC) AS THIRD PARTY ADMINISTRATOR</b> (NOTE: If you are not using PBC as your Third Party Administrator, we need a copy of the service agreement from your TPA)			
PBC Service Agreement*	✓	✓	✓
PBC Service Agreement Fee Schedule			✓
PBC Contribution Assessment Questionnaire		✓	✓
PBC General Questionnaire		✓	✓
PBC Definition of Disqualified Person			✓
<b>TO KEEP FOR YOUR RECORDS:</b>			
Solo(k) Plan and Trust Document			✓
Solo(k) Summary Plan Description			✓
IRS Letter 4333 (Opinion Letter)			✓
Pacific Premier Trust Privacy Notice			✓
Solo(k) Fee Schedule			✓

✓ = Document to return and/or keep

\* Requires client signature



# Solo(k) Application

## IMPORTANT INFORMATION

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each client who opens an account. When you open an account, we will ask for your name, physical address, date of birth, Social Security number, and other information that will allow us to identify you. We may also ask to see your driver's license or other forms of identification.

**NOTE:** It can take up to two weeks to establish a new Plan.

\* Indicates required information.

### 1 PLAN INFORMATION

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

PLAN NAME (YOUR COMPANY'S NAME, OR YOUR NAME IF YOU ARE A SOLE PROPRIETOR)\*

Solo(k) Plan

*If applicable, enter name of referring organization, individual or promotion code below.*

Referral/Promo Code: \_\_\_\_\_

### 2 EMPLOYER INFORMATION

#### CONTACT NAME

NAME (FIRST, MI, LAST)\*

NAME OF ADOPTING EMPLOYER\*

MAILING ADDRESS\*

CITY\*

STATE/PROVINCE\*

COUNTRY\*

POSTAL CODE\*

PRIMARY PHONE\*

FAX\*

ADOPTING EMPLOYER'S FISCAL YEAR END\*

ADOPTING EMPLOYER'S FEDERAL TAX ID NO.\*

### 3 PLAN TRUSTEE INFORMATION

- See instructions for completing your Adoption Agreement, Section 7.

NAME (FIRST, MI, LAST)\*



#### 4 PARTICIPANT 1 INFORMATION

NAME (FIRST, MI, LAST)*		SSN*	
DATE OF BIRTH*		PRIMARY PHONE NO.*	
OCCUPATION*		SOURCE OF WEALTH*	
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTRY*	POSTAL CODE*
EMAIL ADDRESS*			

Which money types do you plan to fund (\$50 charge per money type)?

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

#### 5 PARTICIPANT 2 INFORMATION

NAME (FIRST, MI, LAST)*		SSN*	
DATE OF BIRTH*		PRIMARY PHONE NO.*	
OCCUPATION*		SOURCE OF WEALTH*	
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTRY*	POSTAL CODE*
EMAIL ADDRESS*			

Which money types do you plan to fund (\$50 charge per money type)?

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

## 6 SIGNATURES

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

▶ EMPLOYER SIGNATURE*	DATE*
-----------------------	-------

▶ PARTICIPANT 1 SIGNATURE*	DATE*
----------------------------	-------

▶ PARTICIPANT 2 SIGNATURE*	DATE*
----------------------------	-------

### FOR PACIFIC PREMIER TRUST USE ONLY:

▶ AUTHORIZED SIGNATURE*	ACCOUNT NO.*
-------------------------	--------------

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



# Plan Agreement: Solo(k) Plan

## ARTICLE 1 – DOCUMENT SELECTED

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

## ARTICLE 2 – PRODUCTS & SERVICES PROVIDED

- 2.1 Pacific Premier Trust shall provide the Employer the Plan Document for Employer’s adoption and use in establishing and maintaining a new plan (the (“Plan”) designed to satisfy the “qualified plan,” “401(k)” and “Roth 401(k)” requirements of Internal Revenue Code (“IRC”) sections 401(a), 401(k) and 402(a).
- 2.2 Pacific Premier Trust shall obtain a favorable opinion letter for the prototype document and provide the Employer with a copy of such letter.
- 2.3 Pacific Premier Trust shall obtain and furnish to the Employer amendments to the Plan Document necessary to maintain compliance with the requirements of IRC sections 401(a), 401(k) and 402(a).
- 2.4 Pacific Premier Trust shall make reasonable and diligent efforts to enable the Employer to timely amend the Plan Document when so necessary, and will notify the Employer when Pacific Premier Trust reasonably believes the plan is no longer a “qualified plan” under IRC section 401(a), as required by Revenue Procedure 2005-16 or any successor Revenue Procedure. However, Pacific Premier Trust shall not be responsible if the Employer fails to complete the amendment process.

## ARTICLE 3 – LIMITED ADDITIONAL SERVICES

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

(“Custodial Agreement”) entered into by the Employer, the Plan’s trustee, and Pacific Premier Trust pursuant to which Pacific Premier Trust, a division of Pacific Premier Bank shall serve as custodian of Plan assets. Specifically, Pacific Premier Trust shall have no duty to:

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

## ARTICLE 4 – CONFIDENTIALITY & LIMITATIONS ON USE OF DOCUMENTS

- 4.1 The Employer and Pacific Premier Trust acknowledge that the Plan Document and related documentation are provided to Pacific Premier Trust, and use the same by Pacific Premier Trust is permitted, by Ascensus and that the Plan Document and related documentation are copyrighted, and that all applicable rights to patents, copyrights, trademarks, trade secrets and intellectual property rights of any kind whatsoever in the Plan Document are and shall remain in the ownership of Ascensus. Ascensus shall remain the sole copyright owner of any amendments or changes to the prototype document and any other written materials provided by Pacific Premier Trust to the Employer. The Employer agrees that it will treat all such documents with the same degree of care and security as it accords its own most confidential information and will instruct its employees, agents, and clients to do the same. Specifically, and without limitation, the Employer agrees that:

- (A) It will not copy or duplicate, by any means, all or any part of any such documents, except as specifically permitted in this Agreement or required by law, without Pacific Premier Trust and Ascensus's prior written consent;
- (B) It will not remove or permit to be removed from any item including any such documents, any notice indicating the confidential nature or the proprietary rights in such item;
- (C) It will not, and will instruct its employees and agents and any person to whom it provides a copy of all or part of any such documents to not, sell, lease, license, transfer, publish, disclose or otherwise make available to others all or any part of any such documents or any copy thereof, except as required by law; and
- (D) It will not, and will instruct its employees and agents to not, use all or any part of any such documents or any information disclosed to Pacific Premier Trust by Ascensus for the purpose of creating or duplicating all or any part of any such documents.

#### ARTICLE 5 – PLAN PARTICIPANTS

The Employer represents and warrants that the Plan's only participant(s) will be either (a) the sole proprietor of the Employer or the owner of all equity interests of the Employer, or such a sole proprietor or owner and his or her spouse. If the foregoing representation becomes (including an account of the divorce of the participants), or is discovered by the Employer to be, untrue, the Employer shall immediately so notify Pacific Premier Trust, and Pacific Premier Trust may, at its option, either terminate this Agreement or continue the Agreement on such terms and conditions as agreed to by Pacific Premier Trust and the Employer.

#### ARTICLE 6 – CONSIDERATION

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

#### ARTICLE 7 – PACIFIC PREMIER'S TRUST AGENTS

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

#### ARTICLE 8 – INDEMNIFICATION OF PACIFIC PREMIER TRUST

- 8.1 The Employer and Trustee agree to defend, indemnify and hold harmless Pacific Premier Trust, its related entities, their employees, directors, shareholders, officers, 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 Pacific Premier Trust, 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 Pacific Premier Trust or its related entities or any other such person with respect to the performance of services under this agreement; or
  - (B) Any claim, suit, action or liability that may be alleged or asserted against Pacific Premier Trust or its related entities or any such person in connection with any investment made by Pacific Premier Trust or with respect to any action taken by Pacific Premier Trust or its related entities or any such person pursuant to any direction from the Employer or Trustee or the Designated Representative or for failing to act in the absence of any such direction;
  - (C) The investment or any transaction involving any Fund asset by Pacific Premier Trust 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 Pacific Premier Trust or its related entities or any other such person is named as a party (except for any action in which Pacific Premier Trust or its related entities is named as a defendant by the Employer or Trustee alleging a breach of this Agreement by Pacific Premier Trust).

Such agreement to indemnify and hold harmless is in addition to, and not in limitation of, any other indemnification or hold harmless obligation of the Employer and Trustee under the Agreement or applicable law. The obligations of the Employer and Trustee under this Article shall survive the cancellation or termination of this Agreement.

#### ARTICLE 9 – ARBITRATION

The Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) hereby agrees that all claims and disputes of every type and matter between the Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) and Pacific Premier Trust, 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 Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) 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 Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) 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.

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 14 – NOTICES**

All notices required or permitted by this Agreement will be in writing and by United States certified mail, return receipt requested, or by a nationally recognized overnight courier. All notices to the Employer shall be at its address last provided to Pacific Premier Trust. All notices to Pacific Premier Trust shall be sent 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

**ARTICLE 10 – ATTORNEY'S FEES**

In the event of any dispute or controversy between Pacific Premier Trust and the Employer with regard to this 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, attorneys' 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.

**ARTICLE 11 – 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 Colorado, without giving effect to any state's choice of law provisions.

**ARTICLE 12 – EFFECTIVE DATE**

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

**ARTICLE 13 – TERMINATION**

- 13.1** 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

**ARTICLE 15 – ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between Pacific Premier Trust and the Employer with respect to the subject matter hereof and supersedes all oral and written agreements, negotiations, understandings and communications regarding such subject matter. This Agreement may not be modified or amended except in writing, signed by all parties hereto.

**PACIFIC PREMIER TRUST**



SIGNATURE

PRINT TITLE OF SIGNER

DATE

**EMPLOYER**



SIGNATURE

PRINT EMPLOYER NAME

PRINT TITLE OF SIGNER

DATE



# Custodial Account Agreement: Solo(k) Plan

## CUSTODIAN: PACIFIC PREMIER BANK

### 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 [Enter the Plan Name you created in Section 1 of your Solo(k) Account Application Form]

\_\_\_\_\_  
(NAME OF PLAN)

(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 – INTERESTED PARTY (INFORMATION ONLY DESIGNATION)

The Employer or Trustee may authorize an additional person (other than the Plan participant, Financial Representative or Designated Representative) 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 Employer or Trustee may not be a sponsor of or otherwise affiliated with an investment in the Account. It is the responsibility of the Employer or Trustee to review the assets for the Plan to ensure compliance with this provision and to take steps to remove an Interested Party from the Plan in the event of non-compliance.

### ARTICLE 4 – 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 Solo(k) according to the "Terms and Conditions of Appointment of Financial Representative" below. The FR must separately consent to his or her designation as the Employer's or Trustee's agent, and acknowledge that he or she will be acting solely as the Employer's or Trustee's agent and not as the agent of the Custodian.

### ARTICLE 5 – TERMS & CONDITIONS OF FINANCIAL REPRESENTATIVE APPOINTMENT

By execution of the Application, the named FR (if any) has been designated subject to the following terms and conditions:

- 5.1** The Employer or Trustee, and not the Custodian, is responsible for the actions of the FR. The FR is the authorized agent of the Employer or Trustee and is not an employee or agent of Custodian.
- 5.2** The Employer or the Trustee acknowledges that The Custodian does not recommend the appointment or retention 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.
- 5.3** 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 Employer or Trustee. 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.
- 5.4** The FR may remove himself or herself upon written notice to The Custodian.
- 5.5** 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.
- 5.6** The Employer or the Trustee may remove his or her FR by providing written notice to the Custodian on a form acceptable to the Custodian; however, the removal of a 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.
- 5.7** The Employer or the Trustee may designate a new FR by providing written notice to the Custodian on a form provided by the Custodian; however, the Custodian shall not rely on or act on any notice, instruction, direction or approval from the new FR received by the Custodian before the Custodian receives the written notice of the new designation of the FR.
- 5.8** The Custodian shall reflect the name and business address of the Employer's or Trustee's designated FR on each quarterly Account statement and shall assume that the FR information reflected on the Account statement is accurate unless the Employer or the Trustee and/or the FR notifies the Custodian in writing of the discrepancy.
- 5.9** 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.
- 5.10** 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 Employer or the Trustee 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.

- 5.11 It is the Employer's or Trustee'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.
- 5.12 If permitted by the Employer, a Financial Representative may be designated, or identified by, a Plan participant with respect to the Participant's interest in the Fund. In that event, the terms, provisions and restrictions of this Agreement applicable to the Employer with respect to the Financial Representative shall be applicable to the participant to the extent of the participant's interest in the Fund.

#### ARTICLE 6 – DESIGNATED REPRESENTATIVE

- 6.1 The Employer or Trustee, by providing such information in any form or manner that is otherwise acceptable to the Custodian, may designate a representative ("Designated Representative, or DR") through whom the Custodian shall be authorized to accept investment instructions for the Fund. The Employer or Trustee (and not the Custodian) shall be responsible for investigating, selecting, instructing and monitoring the DR and to perform whatever investigation or due diligence as may be appropriate before selecting, designating or retaining the DR. The DR shall be the authorized agent of the Employer or Trustee and shall not be, 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 DR or any investment transactions the DR instructs the Custodian to make. The Custodian may construe any and all investments and transactions requested or directed by the DR, whether written or oral, as having been duly authorized by the Employer or Trustee. If the Employer or Trustee has appointed a DR for the Fund, the Custodian is authorized to notify the DR of any investment instruction(s) received from the Employer or Trustee; unless the Employer or Trustee 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 Employer or Trustee may remove a DR by written notice to the Custodian, provided, however, that removal of a DR shall not have the effect of canceling any notice, instruction, direction or approval received by the Custodian from the removed DR before the Custodian has received written notice of removal of the DR and has had a reasonable opportunity to implement such cancellation.
- 6.2 If the Employer or Trustee designates a DR who is a registered investment advisor (RIA), these additional provisions shall apply: the Custodian may accept instructions from the DR who is a RIA for investment and other transactions concerning the Fund as having been duly authorized by the Employer or Trustee, whether pursuant to any power of attorney, investment management agreement or similar document or instrument pursuant to which the Employer or Trustee has given authority to the RIA with respect to assets such as the Fund. The Custodian may rely on and implement such instructions from a DR who is a RIA without obtaining, reviewing or requiring such DR to provide a copy of any power of attorney, investment management agreement or similar document signed by the Employer or Trustee, and without determining the existence or scope of any restrictions on the authority of the DR. The

Custodian may rely on any communication from any employee of the DR who is a RIA as having been delivered on behalf of the DR and shall have no obligation or duty to investigate or determine whether that employee was authorized to deliver those instructions. The Employer or Trustee agrees that he or she (and not the Custodian) is responsible for monitoring the instructions and authorizations issued by the DR. The Employer or Trustee agrees that the provisions of this subparagraph (b) and any other provisions in this Custodial Agreement relating to a DR who is a RIA shall apply as well to any other person that the Employer or Trustee may designate as a DR if such person is not a 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.

- 6.3 If the Employer or Trustee appoints a DR who is a RIA, the Employer or Trustee agrees that the Custodian may communicate with the DR as the principal point of contact with respect to all matters concerning the Fund and that the Custodian shall have no obligation to copy the Employer or Trustee on its communications with the DR. The Employer or Trustee also authorizes the Custodian to provide copies of all correspondence, reports and statements with respect to the Fund and any related information about the Fund to a DR who is a RIA.
- 6.4 If permitted by the Employer, a DR may be designated, or identified by, a Plan participant with respect to the Participant's interest in the Fund. In that event, the terms, provisions and restrictions of this Agreement applicable to the Employer with respect to the DR shall be applicable to the participant to the extent of the participant's interest in the Fund.

#### ARTICLE 7 – RESPONSIBILITIES FOR INVESTMENT DECISIONS & AUTHORIZATION

- 7.1 The Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account) may direct the Custodian to invest Fund assets in any lawful investment acceptable to the Custodian, in a format prescribed by the Custodian. The Custodian shall have no investment responsibility with respect to the investment of the fund. The Employer, Trustee, DR or Financial Representative and/ or Plan Participant(s) have the sole right and responsibility to direct 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, DR or Financial Representative and/ or Plan Participant(s). 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.
- 7.2 The Employer, Trustee, the DR or Financial Representative and Plan participant(s) shall be solely responsible for determining the suitability, nature, prudence, value, viability, risk, safety, legality, tax consequences and merit of, and to perform any "due diligence" or other investigation with respect to, any particular investment, strategy or transaction involving the Fund. The Custodian shall have no responsibility for, and shall not undertake, any such determination, performance or investigation. The Custodian shall render no tax, legal investment or other advice (and no statement, communication or other act by the Custodian or its related entities

or any of their 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 Fund. The Custodian shall be authorized, and shall have the responsibility, only to acquire, hold and dispose of such investments as directed by the Employer, Trustee, the DR or Financial Representative and/or the Plan participant(s) or as expressly provided in this Agreement.

- 7.3** The Employer, Trustee, the DR or Financial Representative and the Plan participant(s) shall be solely responsible for monitoring Fund investments. The Custodian shall have no responsibility whatsoever for supervising or monitoring investments or transactions of the Fund, ensuring the receipt of Fund disbursements or engaging in any collections or related activities.
- 7.4** The Employer, Trustee, the DR or Financial Representative and/or the Plan participant(s) shall be solely responsible for the success, failure or other consequences of any investment or transaction directed by such person. The Custodian shall not be liable or otherwise accountable for taxes, losses, expenses or other consequences resulting from investments made or transactions entered into, or acts taken or omitted, in accordance with the Employer's, Trustee's, the DR's or Financial Representative's or a Plan participant's directions or for taking or failing to take any actions in reliance on the instructions or representations of such person and the Custodian shall have no liability or responsibility for monitoring or confirming the scope of authority granted to any DR or Financial Representative. Without limiting the generality of the foregoing, the Employer and Trustee agree to hold the Custodian and their employees and agents harmless from all losses, liabilities and expenses incurred, including attorney's fees, arising out of their administration of the Fund or in connection with any actions taken or failures to act in reliance upon the Employer's, Trustee's, the DR's or Financial Representative or a Plan participant's instructions. The Employer and Trustee acknowledge that certain investments or types of investments or transactions may pose administrative or other burdens to the Custodian, and therefore the Custodian reserves the right not to process or accept such investments or transactions. The decision not to act on investment directions that the Custodian deems unacceptable for administrative or other reasons shall in no way be construed as a determination by the Custodian concerning the suitability, nature, prudence, value, viability, risk, safety, legality, tax consequences or merit of the investment or transaction.

The Employer and Trustee further acknowledge that:

- (A)** Any administrative review performed by the Custodian is solely for their benefit and is not a "due diligence" or other review with regard to the investment or transaction and
- (B)** The conducting or results of such a review shall not constitute, may not be relied upon as, or in any way obligate the Custodian or their employees or agents to provide an opinion, one recommendation or prediction or advice regarding the suitability, nature, prudence, value, viability, risk, safety, legality, tax consequences, merit or any other aspect of the investment or transaction.
- 7.5** The Employer and Trustee acknowledge that certain types of investments or transactions directly or indirectly involving or relating to the Fund or its assets or income may
- (A)** Constitute prohibited transactions, within the meaning of Internal Revenue Code ("IRC") section 4975, resulting in tax consequences to certain persons;
- (B)** Generate "Unrelated Business Taxable Income," as defined in

the IRC, for the Fund;

- (C)** Constitute "listed transactions" or "reportable transactions," as defined in the IRC 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 Plan, the Plan's trust and/or other persons and/or;
- (D)** Otherwise result in adverse tax consequences to the Plan and/or the Plan's trust or its participants or beneficiaries. IT IS THE EMPLOYER'S, TRUSTEE'S, DESIGNATED REPRESENTATIVE'S, OR FINANCIAL REPRESENTATIVE AND PLAN PARTICIPANT'S RESPONSIBILITY TO DETERMINE, AND TO CONSULT SUCH PERSON'S OWN ADVISOR AS SUCH PERSON DEEMS NECESSARY OR ADVISABLE IN ORDER TO DETERMINE, WHETHER ANY INVESTMENT OR TRANSACTION INVOLVING THE FUND OR ITS ASSETS OR INCOME DOES OR MAY CONSTITUTE A PROHIBITED TRANSACTION, GENERATE UNRELATED BUSINESS TAXABLE INCOME, CONSTITUTE A LISTED OR REPORTABLE TRANSACTION, OR RESULT IN ANY OTHER TAX OR ADVERSE CONSEQUENCE, AND THE CONSEQUENCES, REQUIREMENTS AND OBLIGATIONS RESULTING THEREFROM. THE CUSTODIAN AND THEIR EMPLOYEES AND AGENTS SHALL NOT BE RESPONSIBLE FOR MAKING ANY SUCH DETERMINATION, OR FOR NOT ADVISING THE EMPLOYER OR TRUSTEE TO MAKE ANY SUCH DETERMINATION. THE CUSTODIAN SHALL NOT BE HELD LIABLE FOR LOSSES, TAXES, PENALTIES OR OTHER CONSEQUENCES RESULTING FROM ANY FUND INVESTMENT OR TRANSACTION THAT CONSTITUTES A PROHIBITED TRANSACTION, GENERATES UNRELATED BUSINESS INCOME TAXABLE INCOME, IS A LISTED TRANSACTION OR REPORTABLE TRANSACTION, OR OTHERWISE RESULTS IN ANY ADVERSE CONSEQUENCE TO ANY PERSON.

- 7.6** The Employer, Trustee, the DR or 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 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.

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 Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account) 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. Pacific Premier Trust shall seek to identify depository banks that are categorized as "well capitalized" institutions by the FDIC. However, the Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account) 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 Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account) 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.

## ARTICLE 8 – LIMITED DUTIES OF THE CUSTODIAN

- 8.1** The Custodian shall act as custodian of the Fund, and the Custodian and its agents shall have the duty and authority with respect to the Fund to:
- (A)** Receive assets of the Plan transferred to it by the Employer or Trustee, and, except as otherwise provided in this Agreement, invest them pursuant to the instructions of the Employer, Trustee or the DR;
  - (B)** Purchase, sell, transfer, hypothecate, mortgage, encumber, take title to, record, and obtain title and other insurance for, real or personal property, anywhere situated, according to the instructions of (and only if instructed by) the Employer, Participant Trustee or the DR, to the extent not inconsistent with the other terms of this Agreement or applicable law;
  - (C)** Pay insurance premiums, real property and other taxes, and other expenses associated with any assets of the Fund, according to the instructions of (and only if instructed by) the Employer, Trustee or the DR;
  - (D)** Reinvest all dividends and capital gains distributions from Fund investments according to (and only according to) the instructions of the Employer, Trustee or the DR;
  - (E)** Maintain separate accounts with respect to each type of contribution to the Plan for each Plan participant, to the extent required for the Plan to comply with applicable provisions of the IRC;
  - (F)** Account for contributions, investments, deductions, distributions and other disbursements made under this Agreement with respect to the Fund or any separate account, and produce and furnish to the Trustee, Third Party Administrator and Plan and (if the DR is a RIA) to the Employer or Trustee's DR statements showing same;
  - (G)** Provide to the Employer, Trustee and/or the Plan's plan administrator and (if the DR is a RIA) to the Employer or Trustee's DR information to enable them to file reports required under the IRC, the regulations thereunder or the Internal Revenue Service.
- 8.2** The Custodian shall not have any duties except for those duties expressly imposed under this Agreement or applicable law. The Custodian shall have NO duty, to, among other things:
- (A)** Ascertain whether any contribution to the Plan or transfer to the Fund by the Employer or Trustee is properly made under applicable provisions of the IRC or otherwise;
  - (B)** Determine whether the amount of contributions to the Plan exceeds any limitation contained in any applicable provision of the IRC or otherwise;
  - (C)** Determine the permissibility or tax or other consequences of any distribution requested by the Employer, Trustee or Plan participant or beneficiary;
  - (D)** Perform any "due diligence," investigation or other review of the suitability, nature, prudence, value, viability, risk, safety, legality, tax consequences or merits of any investment

the Employer, Trustee, Participant or the DR instructs the Custodian to make;

- (E)** Monitor or supervise the activities, or determine the scope of authority granted to, the DR;
- (F)** Question the intent of the Employer's Participant's or Trustee's DR's instructions regarding any investment or transaction;
- (G)** Determine the market or other value of any illiquid or non-publicly traded asset held in the Fund;
- (H)** Act as an investment adviser to the Employer, Trustee or Plan participant or review or make suggestions with regard to investments or transactions involving the assets of the Fund; or
- (I)** Determine whether any transaction or investment would constitute a prohibited transaction, generate unrelated business taxable income, or constitute a listed transaction or reportable transaction, as any of those foregoing terms are defined in the IRC and regulations thereunder, or to inform the Employer, Trustee or any other person of the consequences and reporting requirements with respect to same.

**8.3** Whenever the Employer, Trustee, DR or Plan participant gives any direction, notice, warranty, representation or instruction under this Agreement, the Custodian shall be entitled to assume the truth of any statement made by such person, or believed to have been made by such person, in connection therewith, and the Custodian shall be under no duty of further inquiry with respect thereto, and shall have no liability with respect to any action taken in reliance upon such statement. Furthermore, if any direction, notice or instruction from any such person is incomplete, ambiguous or unclear, the Custodian may, in its discretion, request completion or clarification and not act in accordance with such direction, notice or instruction until adequate completion or clarification is provided.

**8.4** THE CUSTODIAN SHALL NOT BE OR BE TREATED AS A FIDUCIARY OF THE PLAN FOR ANY PURPOSE. NOTHING IN THIS AGREEMENT IS INTENDED TO OR SHALL IMPOSE OR CONFER, BY IMPLICATION OR OTHERWISE, ANY FIDUCIARY DUTY OR RESPONSIBILITY ON THE CUSTODIAN. THE EMPLOYER AND TRUSTEE UNDERSTAND AND AGREE THAT THE CUSTODIAN HAS NO DUTY, FIDUCIARY OR OTHERWISE, TO: (1) EVALUATE ANY INVESTMENT OPPORTUNITY OR (2) INVESTIGATE, EVALUATE OR REPORT TO THE EMPLOYER OR TRUSTEE ANY INFORMATION THAT THE CUSTODIAN MAY POSSESS OR MAY BECOME AWARE OF REGARDING ANY INVESTMENT OPPORTUNITY, ENTITY OR ENTERPRISE IN WHICH THE FUND IS INVESTING OR HAS INVESTED OR ANY SPONSOR OR MANAGEMENT OF SUCH INVESTMENT OPPORTUNITY. THE EMPLOYER AND TRUSTEE ACKNOWLEDGE THAT THE CUSTODIAN HAS NO DUTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE EMPLOYER OR TRUSTEE, EXCEPT AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT.

## ARTICLE 9 – MINIMUM ACCOUNT VALUE REQUIREMENT

Accounts requesting a distribution or transfer must retain the minimum cash in the account referred to in the applicable fee schedule or in an asset the Custodian Company deems liquid in addition to the total amount due for invoiced fees. If the Employer's or Trustee'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.

## ARTICLE 10 – 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:

- 10.1 Any contribution intended to be tax-deductible under the IRC or any corresponding provision of state law is so deductible;
- 10.2 Fund earnings intended to be tax-deferred qualify for tax-deferred treatment; and
- 10.3 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 11 – THE CUSTODIAN'S AGENTS

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

## ARTICLE 12 – TRANSFERS & DISTRIBUTIONS

The Custodian shall, pursuant to the direction of the Employer or Trustee, transfer custody of Fund assets to the Trustee or another custodian or distribute Fund assets to a Plan participant, beneficiary or alternate payee. All requests for transfers and distributions from the Fund shall be in writing on a form provided by or acceptable to the Custodian. The tax identification number of the recipient must be provided to the Custodian before the Custodian is obligated to make a distribution. Any distribution shall be subject to all applicable tax and other laws and regulations including possible early withdrawal penalties and withholding requirements.

## ARTICLE 13 – INDEMNIFICATION OF THE CUSTODIAN

- 13.1 The Employer and Trustee agree to defend, indemnify and hold harmless the Custodian, its related entities, their employees, directors, shareholders, officers, 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 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 Pacific Premier Trust or any other such person with respect to the performance of services under this agreement;
  - (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 the Custodian or its related entities or any such person pursuant to any direction from the Employer or Trustee or the DR or for failing to act in the absence of any such direction;

- (C) The investment or any transaction involving any Fund 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 other 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 Employer or Trustee alleging a breach of this Custodial Agreement by the Custodian).

Such agreement to indemnify and hold harmless is in addition to, and not in limitation of, any other indemnification or hold harmless obligation of the Employer and Trustee under the Agreement or applicable law. The obligations of the Employer and Trustee under this Article shall survive the cancellation or termination of this Agreement.

## ARTICLE 14 – ACCOUNT STATEMENTS; VALUATION OF ASSETS

- 14.1 The Custodian shall have no responsibility for the accuracy, or for determining the accuracy, of any account statement information based on information provided to the Custodian by the Employer or Trustee and/or the Employer's or Trustee's DR, or for the particular tax treatment of any amounts reflected on the Custodian's records.
- 14.2 It is the Employer's or Trustee's responsibility to review account statements promptly for any inaccuracies, discrepancies or other errors or omissions and immediately, but no event later than ninety (90) days after Pacific Premier Trust provides the statement, report any such deficiencies in writing to the Custodian if the Custodian is not notified as set forth herein, the statement will be considered accurate and the Employer or Trustee further agrees that the Custodian is liable for any errors, omissions or other discrepancies which may be brought to our attention thereafter.
- 14.3 Each account statement the Participant receives reflects the reported value of the account assets, all transactions that have been processed by the Custodian and all fees (if any) that have been charged. 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 Participant obtain and provide to the Custodian an updated value from the asset sponsor, or provide an independent appraisal for their asset. If the Participant fails to provide this information, the Custodian may require the Participant to remove the asset from their account by transfer or distribution. If the Participant does not remove the asset from the Account as directed, the Custodian may distribute the asset to the Participant at the last reported value or resign and distribute the entire Account to the Participant. The Custodian does not request updated valuation (or outstanding loan balance) information for assets it has classified as alternative debt. However, the Custodian will normally adjust the reported value (or outstanding loan balance) of an alternative debt asset if it receives updated valuation (or outstanding loan balance) information from the Servicing Agent or from the alternative debt asset sponsor. For alternative debt assets that, according to the Custodian's records have passed their maturity date, the Custodian may require the asset sponsor, Servicing Agent or Participant to provide information to show the current status of the asset. If the Custodian does not receive this information when requested, the Custodian may distribute the asset to the Participant at the last reported value or resign and distribute the entire Account to the Participant. The Custodian does not conduct appraisals of assets and does not seek to verify the prices or values provided to it. The reported value of any asset may differ materially from its actual value. The Custodian does not guarantee the accuracy of reported values or whether the Participant will be able to obtain the reported value in the event of a sale, redemption or surrender.

Values reported as N/A indicate that either: 1.) the Custodian has become aware of an event that has occurred making the previous valuation doubtful, such as 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 Participant 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.

#### **ARTICLE 15 – PROXIES**

The Custodian shall not, except as directed by the Employer or Trustee or the DR of either, vote proxies.

#### **ARTICLE 16 – RECORDED PHONE LINES**

The Custodian reserves the right to install automatic telephone recording equipment on certain telephone lines used by Fund servicing personnel who handle investment functions and/or client inquiries. By signing the accompanying Custodial Agreement, the Employer or Trustee grants the Custodian consent to record and play back such calls.

#### **ARTICLE 17 – BILLING & 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 Agreement. 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 Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account) at the time a completed and executed 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 Account Owner'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 Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account).

The Custodian may charge the Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account), and/or the custodial account, and shall be reimbursed by the Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account) 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 Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account), 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 Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account) 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 Account Owner'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 Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account) or the custodial account in any proceeding involving the Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account) 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 Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) 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 Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) 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 Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) 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.

Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account) 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 Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account) 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, the Custodian 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 Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) for such fees and to reimburse the custodial account in the amount of such fees.

For any Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) 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 Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) 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 Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account) in writing of its intent to resign as Custodian and reassign or distribute its assets to the Plan or 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 Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account) with written notice to immediately either pay the Custodian or deposit funds in the



custodial account to remedy such overdraft. Upon failure of the Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) 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 reassign or distribute the account assets to the Plan or Participant. The Custodian may employ a collection agency to recover all unpaid fees, expenses, and overdrafts.

The Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account) 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 Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) to pay any assessed fees in a timely manner and from any consequent actions taken by the Custodian. The Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) 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 Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) wishes to dispute, the Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) 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 Employer, Trustee, or a Plan Participant (with respect to such participant's Plan account) 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 Employer, Trustee, the DR or Financial Representative or a Plan Participant (with respect to such participant's Plan account) 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.

#### **ARTICLE 18 – PLAN PARTICIPANTS**

The Employer represents and warrants that the Plan's only participant(s) will be either (a) the sole proprietor of the Employer or the owner of all equity interests of the Employer or (b) such a sole proprietor or owner and his or her spouse. The Employer further represents and warrants that either (a) it is not a member of a controlled group of corporations, a group or trades or businesses under common control, or an affiliated service group, within the meaning of those terms under IRC sections 414(b), (c) and (m),

or (b) if it is such a member, no individuals other than those identified in the preceding sentence are eligible Plan participants. If any of the foregoing representations in this Paragraph 18 becomes (including on account of the divorce of the participants), or is discovered by the Employer to be untrue, the Employer shall immediately so notify the Custodian, and the Custodian may, at its option, either terminate this Agreement or continue the Agreement on such terms and conditions as agreed to by the Custodian and the Employer.

#### **ARTICLE 19 – RESIGNATION & REMOVAL OF THE CUSTODIAN**

- (a) The Custodian may resign as custodian of the Fund by giving 30 days written notice to the Employer or Trustee at the Employer's or Trustee's last known address, or may be removed as custodian by the Employer or Trustee giving the Custodian written notice and instructions regarding disposition of assets of the Fund. Upon the Employer's or Trustee's receipt of the Custodian's written notice of resignation, the Employer or Trustee shall make arrangements to transfer the assets of the Fund to the Trustee or, if the Trustee so instructs, to another Custodian. The Custodian shall not be liable for any action or failure of action by the Trustee or any successor custodian or for any tax consequences that may occur as a result of a distribution or transfer of the Fund assets.
- (b) If this Custodial Agreement is terminated by either the Employer or Trustee or the Custodian, the Custodian may withhold and/or apply Fund assets to pay any fees, expenses, taxes or liabilities properly chargeable to the Fund.
- (c) If Pacific Premier Trust is merged with another organization or if Pacific Premier Trust is purchased, or substantially all of its assets are acquired by another organization, or if Pacific Premier Trust assigns the Fund to a successor custodian (assuming such successor is qualified to serve as such), that organization shall then become the custodian of the Fund.

#### **ARTICLE 20 – CONFLICTING CLAIMS**

In the event that conflicting claims arise, or in the reasonable opinion of the Custodian may arise, to any assets or rights with respect to all or any portion of the Fund, the Custodian may, in its discretion cause a court action to be filed with respect to the Fund (or portion thereof) in accordance with applicable law and the other provisions of this Custodial Agreement. The Custodian shall in no way be liable to any person for any diminution in value of the Fund or any asset, or of any loss to any person, as a result of any such action which the Custodian in good faith causes to be filed.

#### **ARTICLE 21 – ARBITRATION**

The Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) hereby agrees that all claims and disputes of every type and matter between the Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) 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 Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) 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 Employer, Trustee, the Designated Representative or Financial Representative or a Plan Participant (with respect to such participant's Plan account) 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.

#### ARTICLE 22 – ATTORNEY'S FEES

In the event of any dispute or controversy between the Custodian and the Employer or Trustee (or the DR) with regard to the Fund 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, attorneys' 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.

#### ARTICLE 23 – NON-DEPOSIT INVESTMENTS NOT INSURED BY FDIC

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

#### ARTICLE 24 – VERIFICATION OF EMPLOYER OR TRUSTEE IDENTIFICATION

The Employer or Trustee acknowledges that to comply with federal law, the Custodian may request as a condition for establishing the Fund the name, address, date of birth and tax identification number of the Employer or Trustee, may require other information that will allow the Custodian to identify the Employer or Trustee, and will verify the information provided by the Employer or Trustee using a third-party verification service.

#### ARTICLE 25 – NOTICES

All notices required or permitted by this Agreement will be in writing and given to each party at the addresses set forth below by United States certified mail, return receipt requested, or by a nationally recognized overnight courier.

##### If to Pacific Premier Trust:

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

##### Overnight/Express Shipping:

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

If to the Trustee: \_\_\_\_\_

If to the Employer: \_\_\_\_\_

#### ARTICLE 26 – GOVERNING LAW

Except to the extent governed by or subject to the requirements of the IRC or other applicable federal law, or preempted by federal law, this 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.

#### ARTICLE 27 – EFFECTIVE DATE

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

#### ARTICLE 28 – TERMINATION

This Agreement shall terminate upon the earlier of (1) the date all Fund assets have been disposed of as the result of the resignation or removal of the Custodian as custodian in accordance with Article 19 above or (2) the date all assets of the Fund have been distributed.

#### ARTICLE 29 – SUBPOENA

The Custodian may respond to any subpoena without prior notice to the Employer or Trustee.

#### ARTICLE 30 – CONFIDENTIALITY & SECURITY

The Custodian restricts access to non-public personal information about you 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 non-public personal information. Access to account information is provided only to authorized parties after written or verbal requests are successfully authenticated. It is the Employer's, Trustee's or Participant's obligation to promptly report suspected or actual security breach activity that they become aware of to the custodian.

#### ARTICLE 31 – NO TAX ADVICE

This Disclosure Statement together with the Agreement should answer most questions concerning the Custodial Account. However, the fact that state laws vary should be noted by the Depositor. If the Depositor has additional questions regarding Custodial Accounts, the Depositor should consult a tax advisor or attorney. Additional information regarding IRAs can also be obtained by the District Office of the IRS. See in particular IRS Publication 560 (Retirement Plans for Small Business). The Custodian does not render tax or legal advice.

#### ARTICLE 32 – ELECTRONIC RECORDS

The Custodian and the Employer or Trustee agree that the Custodian, the Employer and the Trustee have the legal and contractual right to

- (a) execute and deliver this Custodial Agreement and all supplemental and replacement agreements (collectively, the "Agreements")
- (b) provide and communicate directions, instructions, notices, information,



records and documents (collectively, the "Documents") to each other and other persons or entities

- (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 Employer and the Trustee, including, without limitation, all directions and instructions of the Employer and/or the Trustee 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 Owner Agreement. Electronic records shall include electronic signatures of each of the Custodian, the Employer, the Trustee and those of any third person or entity. The Custodian, the Employer and the Trustee 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 Employer and the Trustee shall remain accessible for later reference or use by the Custodian, the Employer, the Trustee and the Participant or any other person or entity.

After either the Custodian, the Employer or the Trustee has recorded, stored, retained, and evidenced any such Hard Copy Documents into electronic records, then the Custodian, the Employer or the Trustee, 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 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 Employer or the Trustee, 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 Employer or the Trustee shall destroy any Hard Copy Documents that are required by applicable law to be retained in an original or non-electronic form.

## ARTICLE 33 – ENTIRE AGREEMENT


This Agreement constitutes the entire agreement between the Custodian and the Employer or Trustee with respect to the subject matter hereof and supersede all oral and written agreements, negotiations, understandings and communications regarding such subject matter. This Employer or Trustee will be deemed to have consented to any amendment to this Custodial Agreement prepared by the Custodian if, upon reasonable notice of the amendment to the Employer or Trustee, the Employer or Trustee has not objected to the amendment taking effect.

### PACIFIC PREMIER TRUST




SIGNATURE
PRINT TITLE OF SIGNER
DATE

### EMPLOYER



SIGNATURE
PRINT EMPLOYER NAME
PRINT TITLE OF SIGNER
DATE

### TRUSTEE



SIGNATURE
PRINT NAME
DATE



Solo(k) Resolutions Adopting Plan

1 PLAN INFORMATION

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

PLAN NAME

THE UNDERSIGNED, WHO IS/ARE:

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

of: COMPANY NAME (THE "COMPANY")

RESOLVED, that the Company hereby adopts the:

SOLO(K) PLAN (THE "PLAN")

including the Pension Protection Act of 2006 Individual(k) Basic Plan Document Amendment, effective:

DATE (MM/DD/YYYY)

- Enter the first day of plan/fiscal year in which the plan is adopted

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

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

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

DATE (MM/DD/YYYY)

RESOLVED FURTHER, that:

PLAN TRUSTEE NAME

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

2 SIGNATURES

PRINTED NAME

SIGNATURE DATE

PRINTED NAME

SIGNATURE DATE

Upload forms to: www.pensco.com/upload

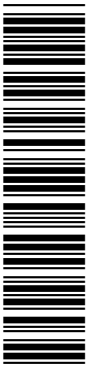
Fax to: 303-614-7038

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





Solo(k) Beneficiary Designation

IMPORTANT INFORMATION

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

Please complete the information below to indicate who will receive Plan benefits payable upon your death. You are not limited to the number of total beneficiaries. If you wish to designate secondary beneficiaries, please complete the Solo(k) Secondary Beneficiary form.

For primary beneficiaries that are trusts or estates, please include a copy of the related legal documents (i.e., beneficiary and signature pages).

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

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

1 PLAN NAME & ACCOUNT

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

NAME (FIRST, MI, LAST)\* PACIFIC PREMIER TRUST ACCOUNT NO.\*

2 PARTICIPANT INFORMATION

NAME (FIRST, MI, LAST)\* SSN NO.\* DATE OF BIRTH\* CURRENTLY MARRIED\* Yes No

3 PRIMARY BENEFICIARY DESIGNATION

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

NAME OF INDIVIDUAL, TRUST, WILL, INSTITUTION, ETC.\*

SSN/TAX ID NO.\* DATE OF BIRTH/ESTABLISHMENT\* RELATIONSHIP\* PERCENTAGE\*

MAILING ADDRESS\*

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

EMAIL ADDRESS\* PRIMARY PHONE NO.\*

NAME OF INDIVIDUAL, TRUST, WILL, INSTITUTION, ETC.\*

SSN/TAX ID NO.\* DATE OF BIRTH/ESTABLISHMENT\* RELATIONSHIP\* PERCENTAGE\*

MAILING ADDRESS\*

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

EMAIL ADDRESS\* PRIMARY PHONE NO.\*




#### 4 SECONDARY BENEFICIARY DESIGNATION

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

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

#### 5 PARTICIPANT SIGNATURE

- The designations above supersede any previous beneficiary designations I have made for my Plan benefits.

 PARTICIPANT SIGNATURE*	DATE*
---	-------

#### 6 SPOUSAL CONSENT (FOR USE IN COMMUNITY OR MARITAL PROPERTY STATES)

This section, if applicable, must be signed and dated by the spouse of the Account Owner.

- If the Account Owner is married and has designated any Primary Beneficiary other than his/her spouse; and
- If the Account Owner's plan includes or will include property in which his/her spouse possesses a community property interest or other type of property interest. As of this printing the community property states are **Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin**. Please consult with your legal advisor to ensure this satisfies the laws in your state.

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

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

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

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



# Solo(k) Contribution

## 1 PLAN NAME

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

PLAN NAME*	<b>Solo(k) Plan</b>
------------	---------------------

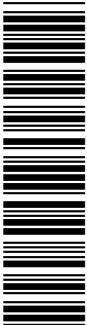
## 2 PARTICIPANT INFORMATION

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

## 3 CONTRIBUTION INFORMATION

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

- A. A Roth (after-tax) elective deferral contribution in the amount of \$ \_\_\_\_\_ for the plan year ending \_\_\_\_\_ is hereby being remitted for the above name participant.
  - The Adoption Agreement completed for this plan allows for Roth (after-tax) Elective Deferrals.
  - The above named participant has timely completed an Elective Deferral Form – Incorporated Business (if the business is incorporated) or an Elective Deferral Form – Unincorporated Business (if the business is unincorporated) for this elective deferral.
  - The undersigned has determined that the above amount, when added to all other elective deferral contributions (both Roth and pre-tax) for the participant for the year does not exceed the applicable limits under the tax laws.
  - This contribution is being made by the applicable deadline for the plan year identified above.
- B. A pre-tax elective deferral contribution in the amount of \$ \_\_\_\_\_ for the plan year ending \_\_\_\_\_ is hereby being remitted for the above name participant.
  - The above named participant has timely completed an Elective Deferral Form – Incorporated Business (if the business is incorporated) or an Elective Deferral Form – Unincorporated Business (if the business is unincorporated) for this elective deferral.
  - The undersigned has determined that the above amount, when added to all other elective deferral contributions (both Roth and pre-tax) for the participant for the year does not exceed the applicable limits under the tax laws.
  - This contribution is being made by the applicable deadline for the plan year identified above.
- C. A profit sharing (discretionary) contribution in the amount of \$ \_\_\_\_\_ for the plan year ending \_\_\_\_\_ is hereby being remitted for the above name participant.
  - The undersigned has determined that the above amount, when added to all other profit sharing contributions for the participant for the year does not exceed the applicable limits under the tax laws.
  - This contribution is being made by the applicable deadline for the plan year identified above.



## 4 EMPLOYER SIGNATURE

EMPLOYER SIGNATURE*	DATE*
---------------------	-------

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



Solo(k) Rollover Request

Toll Free: 800-962-4238 www.pensco.com

IMPORTANT INFORMATION

This form is to be completed by the Plan Participant who wishes to make a rollover or direct rollover of all or a portion of his/her assets from an existing IRA plan or Qualified Retirement Plan to a Pacific Premier Trust Solo(k) Plan. Please refer to the "Instructions for Solo(k) Rollover Request" to complete this form.

1 PARTICIPANT INFORMATION

I am funding a new Solo(k) (Solo(k) Application attached)

I am funding my existing Pacific Premier Trust Solo(k): Account No. \_\_\_\_\_

Form with fields: NAME (FIRST, MI, LAST)\*, SSN\*, DATE OF BIRTH\*, PRIMARY PHONE NO.\*

2 CURRENT TRUSTEE/CUSTODIAN INFORMATION

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

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

DOCUMENT DELIVERY METHOD:

Overnight paperwork: Charge my account (please refer to your fee schedule)

Overnight paperwork: Charge this overnight number: \_\_\_\_\_ Overnight provider: \_\_\_\_\_

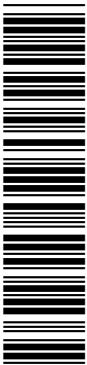
3 ROLLOVER TYPE

Choose one below. For your selection, please provide specific asset instructions in Section 4.

Traditional IRA Rollover to Solo(k) Plan

Eligible Business Retirement Plan to Solo(k) Plan (please contact your Plan Administrator to determine if you have to complete their form)

Indirect Rollover



#### 4 LIST OF ALL STANDARD ASSETS TO BE TRANSFERRED OR LIQUIDATED

- Use additional paper, if needed. Please provide a copy of the most recent account statement from your current 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

#### 5 ALTERNATIVE ASSET TRANSFER / ROLLOVER / CONVERSION OR LIQUIDATION INSTRUCTIONS

- Only complete this section if you are transferring, rolling over, converting or liquidating alternative assets from the resigning account. It is the responsibility of the current Administrator/Custodian to handle the re-registration of any investment it is holding in your account (e.g., IRA, 401(k), profit-sharing plan, etc.) that you wish to move. **If you have more than one investment in this account, please photocopy this section and complete it for each investment.**
- All investments are subject to an administrative review by Pacific Premier Trust. Please provide the documents and/or Pacific Premier Trust forms, listed on page 6, specific to your asset type to facilitate our administrative review. Pacific Premier Trust will contact you if additional signatures or documents are required by the third party executing the transfer.<sup>1</sup>

##### INVESTMENT TYPE (choose one):

Private Equity      Promissory Note      Secured Note      Real Estate      Other: \_\_\_\_\_

##### TRANSFER / ROLLOVER / CONVERSION:

Transfer in Kind      Liquidate (Please follow up with your current Custodian to confirm their liquidation processes.)

INVESTMENT NAME*	NO. OF SHARES TO BE TRANSFERRED*	TOTAL CURRENT ESTIMATED DOLLAR VALUE*	PERCENTAGE OF OWNERSHIP*

##### COMPANY INFORMATION (for Private Equity, LPs and REITs only):

COMPANY NAME*	CONTACT NAME*		
CONTACT DEPARTMENT*	EMAIL ADDRESS*	PRIMARY PHONE NO.*	
COMPANY MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTRY*	POSTAL CODE*

<sup>1</sup> To avoid delays in processing your request, at least one of these sections must be completed in its entirety. All assets that are to be transferred must be listed individually in its appropriate section. Please attach copies of account statements from the current Trustee/Custodian collecting the assets to be transferred. If you have physical certificates in your possession, you must send the actual certificates in negotiable form to Pacific Premier Trust with this document.

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

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

- viii. For real estate, I have made arrangements with the property manager designated on the Property Management Agreement. Pacific Premier Trust will not be responsible for errors and omissions in the management agreement or for any actions taken by the property manager. For real estate, I understand that I must provide a real estate appraisal for any real estate transaction request I submit that will result in a taxable event (e.g., distribution.) I also acknowledge that on an annual basis, I will be asked to provide an updated valuation for each real estate investment within my account(s). Such annual valuation may be in the form of a comparative market analysis or other source deemed to be acceptable by the Custodian.

## 7 AGE 72 NOTICE

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

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

## 8 PARTICIPANT'S SIGNATURE REQUIRED

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

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

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

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



---

Participant Signature

---

Date

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



## 9 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 Trust Company 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.

## 10 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  
Processing Center  
FBO (Client Name)  
1560 Broadway, Suite 400  
Denver, CO 80202-3308

**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

**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.



# Instructions for Solo(k) Rollover Request

## 1 PLAN PARTICIPANT INFORMATION

Please complete all information requested. If information does not match Pacific Premier Trust records or is left blank, the form will be returned to you with an explanation regarding the discrepancy or for completion.

## 2 CURRENT TRUSTEE/CUSTODIAN INFORMATION

Please complete the information requested and provide a copy of the most recent Account Statement from your current Trustee/Custodian.

## 3 ROLLOVER TYPE

- A. Traditional IRA Rollover to Solo(k) Plan:** Describes a movement of cash and/or assets that takes place directly between the Trustee/Custodian of an IRA, and the Trustee/Custodian of a business retirement plan (such as profit sharing, money purchase, defined benefit, etc.), or the administrator of a 403(a) or (b) annuity.
- B. Eligible Business Retirement Plan to Solo(k) Plan:** Describes a movement of cash and/or assets that takes place directly between the Trustee/Custodian of one business retirement plan (such as profit sharing, money purchase, defined benefit, etc.), or the administrator of a 403(a) or (b) annuity, and the Trustee/Custodian of the new business retirement plan. By directly rolling over an eligible distribution to this Pacific Premier Trust Solo(k) Plan (as opposed to receiving an outright), the individual can avoid the mandatory 20% federal income tax withholding imposed on such distributions.
- C. Indirect Rollover:** Describes a cash and/or asset contribution to the Solo(k) Plan by an individual within sixty (60) days of receiving an eligible rollover distribution. To make an indirect rollover contribution, the individual must have received an eligible distribution outright. The individual may rollover all or any part of the actual amount received and, if the distribution was from an IRA or business retirement plan or 403(a) or (b) annuity (thus subject to the 20% federal income tax withholding), he/she may rollover up to 100% of the distribution by making up the 20% difference that was previously withheld.

## 4 STANDARD ASSETS

Complete this section if you are transferring or rolling over any standard assets. This could include mutual funds, annuities, brokerage or managed accounts.

## 5 ALTERNATIVE ASSETS

Complete this section to transfer or rollover any alternative assets. This would include any asset that would not be considered a standard investment. Examples consist of, but are not limited to: Real Estate, Secured and Unsecured Notes, and shares of LLCs or Partnership in LPs. To avoid delays in processing your request, at least one of these sections must be completed in its entirety. All assets that are to be transferred must be listed individually in its appropriate section. Please attach copies of account statement from the current Trustee/Custodian reflecting the assets to be transferred. If you have physical certificates in your possession, you must send the actual certificates in negotiable form to Pacific Premier Trust with this document.

## 6 PLAN PARTICIPANT ACKNOWLEDGMENTS

Important acknowledgment statements. Please read in its entirety.

## 7 AGE 72

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

## 8 PLAN PARTICIPANT SIGNATURE

Your signature certifies that you have read the applicable section for the transaction you have chosen and understand and agree to all the terms thereunder. In the case of a direct rollover, the current Trustee/Custodian is authorized to send cash and/or assets to Pacific Premier Trust as specified. In addition, you certify that the assets requested to be rolled over to you Solo(k) qualify as a valid rollover contribution as defined in the Plan documents, including the requirement that deposit of such contribution is being made within sixty (60) days after receipt by you of the eligible distribution. You understand the tax consequences of your plan and/or your contribution and the implications that this rollover contribution has on the five-taxable-year period for taking distributions from a Designated Roth Money Type. You further understand that the current Trustee/Custodian may issue a tax form to you representing the distributed value of these assets and that you must treat the transaction as a rollover contribution on your income tax return. You also agree to hold Pacific Premier Trust and its related entities harmless in any way should the rollover be ineligible or invalid, or if it creates any tax implications to you.

You certify that you are aware of any and all penalties incurred by your request (if applicable) including, but not limited to, premature liquidation of any certificate of deposit or insurance product involved in this rollover.

## 9 DELIVERY OPTIONS

Pacific Premier Trust will automatically default to ACATS (Automated Client Account Transfer) if no contact name and contact fax is provided. If the firm is not ACATS eligible then we will attempt a fax. If this is not an option we will mail your transfer unless you provide overnight information.

## 10 ACCEPTANCE BY PENSCO

**DO NOT COMPLETE.** Completed by Pacific Premier Trust for the acceptance of all assets listed and as Custodian. This acceptance is not to be construed as validation of any rollover or direct rollover contribution, if any. Pacific Premier Trust Trust Company is exempt from backup withholding described in Section 3046(a)(1)(c) of the Internal Revenue Code.

Please make a copy of the completed form for your records.



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

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

EMPLOYER NAME\*

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

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

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

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

**EMPLOYER:**

PRINT EMPLOYER NAME*
----------------------

EMPLOYER SIGNATURE*
---------------------

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

**PBC:**

PENSION BENEFIT CONSULTANT SIGNATURE*
---------------------------------------

CONSULTANT TITLE*	DATE*
-------------------	-------



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

## BASIC ANNUAL ADMINISTRATIVE SERVICES:

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

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

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

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

## SPECIAL SERVICES AND PLAN CONSULTING:

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

## NOTE:

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

## TERMS OF PAYMENT:

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



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

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

Please provide the following information from your tax forms:

For Unincorporated Businesses: If you are a sole proprietor or a sole owner of an LLC; Please enter line 31 of Form 1040 Schedule C: Dollar amount: \$ Do you have any other income that is subject to Social Security/FICA? Please enter other compensation covered under Social Security: Dollar amount: \$ For Incorporated Businesses: Please enter the greater of line 1 or line 5 from your W-2 Form: Dollar amount: \$ Select the Profit Sharing Contribution that you would like to make: No Contribution Maximum Contribution Other: \$ What amounts have elected as your 401(k) contributions? Pre-Tax Traditional \$ After-Tax Roth \$ 2020 Totals \$19,500.00 \$6,500.00

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

ACCOUNT OWNER SIGNATURE\* DATE\*



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

IMPORTANT INFORMATION

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

CONTACT PERSON\* PHONE NO.\*

PLAN SPONSOR LEGAL NAME\*

MAILING ADDRESS\*

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

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

Table with 6 rows regarding retirement plans, assets, and contributions.

Table with 4 columns regarding assets: Partnerships/Joint Ventures, Employer Real Property, Real Estate, Employer Securities, Participant Loans, Loans, Tangible Personal Property.

Table with 4 columns regarding transactions: Sale, Exchange, or lease of Property; Payment by the plan for services; Acquisition or holding of employer securities; Loan or extension of credit.

Table with 4 columns: Name, Date of Birth, Date of Hire, W-2 or Self Employed Earnings.

Amount of other Employment Compensation that paid into FICA: 1. \$ 2. \$





## Pension Benefit Consultants Definition of a Disqualified Person

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

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

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



Solo(k) Deferral Election Unincorporated Business

IMPORTANT INFORMATION

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

1 PLAN INFORMATION

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

Solo(k) Plan

2 PARTICIPANT INFORMATION

NAME (FIRST, MI, LAST)\*

SSN NO.\*

DATE OF BIRTH\*

PRIMARY PHONE NO.\*

MAILING ADDRESS\*

CITY\*

STATE/PROVINCE\*

COUNTRY\*

POSTAL CODE\*

3 DEFERRAL ELECTION - UNINCORPORATED BUSINESS

Check and complete one or both boxes, as applicable.

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

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

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

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

4 PARTICIPANT ACKNOWLEDGMENT & SIGNATURE

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

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

PARTICIPANT SIGNATURE\*

DATE\*

Upload forms to: www.pensco.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



Solo(k) Deferral Election Incorporated Business

IMPORTANT INFORMATION

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

1 PLAN INFORMATION

PLAN NAME (ENTER THE PLAN NAME YOU CREATED IN SECTION 1 OF YOUR SOLO(K) APPLICATION)\* Solo(k) Plan

2 PARTICIPANT INFORMATION

NAME (FIRST, MI, LAST)\* SSN NO.\* DATE OF BIRTH\* PRIMARY PHONE NO.\* MAILING ADDRESS\* CITY\* STATE/PROVINCE\* COUNTRY\* POSTAL CODE\*

3 DEFERRAL ELECTION - INCORPORATED BUSINESS

- Check and complete one or both boxes, as applicable. I hereby elect to have \_\_\_% or \$\_\_\_ deducted from each paycheck I receive after I sign this form as a Roth (after-tax) elective deferral contribution. I hereby elect to have \_\_\_% or \$\_\_\_ deducted from each paycheck I receive after I sign this form as a pre-tax elective deferral contribution.

4 PARTICIPANT ACKNOWLEDGMENT & SIGNATURE

I understand that the amounts I elected to defer for any year are subject to maximum annual limits under the tax laws. This election supersedes any previous election I have made, for pay I have not yet received, and shall remain in effect until I change or terminate it by executing a new Solo(k) Deferral Election - Incorporated Business form for that purpose.

PARTICIPANT SIGNATURE\* DATE\*



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

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



**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



## 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.

# Pacific Premier Trust Fee Schedule for IRA Services

Solo(k)

EFFECTIVE 7/01/2012



**PACIFIC PREMIER**  
**TRUST**  
A DIVISION OF PACIFIC PREMIER BANK

Fee Name/Description	Amount
Account Opening Quarterly Plan Administration Fee	\$50 / Subaccount \$120
<b>INVESTMENT-RELATED FEES</b>	
STANDARD ASSETS	ALTERNATIVE ASSETS
<b>Asset Types</b> <ul style="list-style-type: none"> <li>• Mutual Funds/Money Markets</li> <li>• Stocks/Bonds (including exchange-traded LPs and ADRs)</li> <li>• REITs (exchange-traded)</li> <li>• Annuities</li> <li>• Managed Accounts<sup>1</sup></li> <li>• Brokerage Accounts<sup>1</sup></li> <li>• Certificates of Deposit</li> <li>• Mortgage-Backed Securities</li> <li>• Warrants</li> <li>• Treasuries</li> <li>• Strips</li> <li>• Other Assets: US Savings Bonds, E/EE, Bank-Sponsored Money Market</li> </ul>	<b>Asset Types*</b> <ul style="list-style-type: none"> <li>• Offshore Funds</li> <li>• Private Stocks</li> <li>• Private Debt Instrument</li> <li>• Limited Partnerships/Limited Liability Companies</li> <li>• REITs (Non-exchange traded and private)</li> <li>• Tax Liens</li> <li>• Trust Deeds/Mortgages</li> <li>• Real Property</li> <li>• Other Assets: Promissory Notes, Futures, Swiss Annuities, Insurance Viaticals, Tangible Assets, Church Notes, Foreign Securities</li> </ul> <p><i>*List not representative of all alternative assets that can be held.</i></p>
<b>Asset Processing Service<sup>2</sup></b> <ul style="list-style-type: none"> <li>• Mutual Fund Trades (Online)..... <b>Free</b></li> <li>• Mutual Fund Trades (Phone/written requests)..... \$20</li> </ul>	<b>Asset Processing Service<sup>2</sup></b> <ul style="list-style-type: none"> <li>• All assets, including incoming transfer or rollover ..... \$150</li> </ul>
<b>Other</b> <ul style="list-style-type: none"> <li>• Mutual Fund Standing Purchase Order and Standing Liquidation Order..... <b>Free</b></li> </ul>	
<b>OTHER CHARGES</b>	
<b>Disbursement of Funds</b> ACH..... <b>Free</b> Check Service ..... <b>Free</b> Wire Service ..... \$25 Cashier's Check ..... \$35 / issue	<b>Distributions</b> Online Distributions..... <b>Free</b> Written/Telephone Distributions ..... \$20
<b>Account Statements</b> e-statements: <b>Free</b>   Paper statements: \$5 / quarter	<b>Returned Funds (Check &amp; Stop Payment)</b> ..... \$50
<b>Overnight Delivery</b> ..... \$15 / instance	<b>Late Payment of Service Charges</b> ..... \$25 <b>Liquidation (Non-payment of services fees)</b> ..... \$50
<b>Research/Special Services</b> ..... \$50 / hour (per asset, \$100 min.)	<b>Partial Transfer</b> ..... \$75 plus asset reregistration
<b>Duplicate Statement</b> ..... \$20	<b>Account Closure</b> ..... \$200 + asset reregistration
<b>Asset Reregistration</b> Standard..... \$15 / asset registration plus direct costs <sup>3</sup>	<b>Asset Reregistration</b> Alternative..... \$75 / asset registration plus direct costs <sup>3</sup>
<b>Check Copy</b> ..... \$25	<b>Late Valuation</b> ..... \$50



## DISCLOSURES

**The Quarterly Administration fee** is billed quarterly in arrears of each quarter, or upon new account establishment.

After account establishment, charges associated with transactions, and "other charges" will be invoiced at the end of each quarter, and fees are immediately collected, per your Fee Payment Preference (FPP), if available.

**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.

If service charges are not paid within 45 days, a \$25 Late Payment charge will be assessed and billed quarterly to the account.

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 fee statement date.

Pacific Premier Trust may 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, as determined in the discretion of Pacific Premier Trust from time to time (the "Percentage"). The Custodial Cash Fee may reduce the amount of net interest paid to the Account Owner 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 Account Owner in the custodial account.

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, 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. Pacific Premier Trust may reduce or waive service charges 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.

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.

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

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 reregistration.

### **Footnote Definitions**

- 1) "Managed and Brokerage Accounts."** Accounts where we, as the Custodian, report only the total value of the accounts and not the detailed holdings or transactions.
- 2) "Asset Processing Service."** Purchases, liquidations, exchanges and cash movement between brokerage and managed accounts. This also includes the addition of Alternative Assets to accounts by transfer.
- 3) "Direct Costs."** Any fees charged to the Custodian by a third party to reregister assets. Examples include recording fees and transfer agent fees.