



Note Investments

To assist you with making an Unsecured Note investment, Pacific Premier Trust has compiled the following list of things that you should be aware of that may delay processing or could cause your request to be considered a possible prohibited transaction.

A Loan Servicing Agent is Required

Some of the responsibilities of the Loan Servicing Agent are to collect and forward all payments to Pacific Premier Trust, maintain records from all parties, collect past due payments and take all necessary actions to correct a default. The Loan Servicing Agent cannot be a disqualified person or affiliate of the borrower.

The Borrower Cannot be a Disqualified Party Under [Section 4975](#).

Whether you are investing in a Deed of Trust, a Corporate Note or a Promissory Note to an individual, the borrower cannot be considered a disqualified party under section 4975 nor can the Account Owner be construed as receiving any personal benefit as a result of the investment.

Vesting Reflected on the Purchase Documents

The vesting should read Pacific Premier Trust, Custodian, FBO [Account Owner Name] Solo(k) _____%

Commonly Missed Third Party Documents - Notes from a Corporation or Other Entity (e.g., Lp, LLC, etc.)

The following documents are required to make your transaction go smoothly and to ensure that the vesting is listed properly:

- Articles of Incorporation or Operating Agreement/Private Placement Memorandum.
- Certificate of Good Standing or a print out from the Secretary of State website.

Commonly Missed Documents - Notes from an Individual

The Original Note is required (a copy will not suffice for a loan to an individual), and it must be received by Pacific Premier Trust before we are able to fund your investment. Additionally, the borrower's signature on this Original Note must be notarized.

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

Pacific Premier Trust performs the duties of an independent custodian of assets for self-directed individual and business retirement accounts and does not provide investment advice, sell investments or offer any tax or legal advice. Clients or potential clients are advised to perform their own due diligence in choosing any investment opportunity as well as selecting any professional to assist them with an investment opportunity.



Solo(k) Unsecured Note Investment Authorization

Checklist

IMPORTANT REMINDERS

Sending incomplete documents will delay the review and funding process. Please make sure your Pacific Premier Trust account contains sufficient cash to cover your investment, the minimum cash requirement and all applicable transaction fees.

REQUIREMENTS FOR ANY UNSECURED NOTE

- Fully completed, signed, and dated Unsecured Note Investment Authorization Form
- Loan Servicing Agreement (required) signed by Agent and Account Owner (The loan servicing agent must be a third party, it cannot be the client, the client's spouse, or other individual defined as a disqualified party under section 4975) or affiliate of the borrower.
- Lender's Name on Note should read Pacific Premier Trust, Custodian FBO (Client Name) Solo(K)
- Lender's Address should be PO BOX 173859, Denver, CO 80217
- Maturity date must be no longer than 10 years from date of note
- Assignment of Note (if applicable)

Note to a Corporation:

- All of the above requirements for any Unsecured Note, plus
- Copy of the executed note
 - The original note will be required after funding
- Subscription Agreement (if applicable)
 - Account Owner must complete and sign the document as "read and approved"
- Articles of Incorporation or Operating Agreement/Private Placement Memorandum for borrower
- Certificate of Good Standing for borrower
- Amortization or Payment Schedule

Note to an Individual:

- All of the above requirements for any Unsecured Note, plus
- Original Note - Pacific Premier Trust must receive Original Note in order to fund this investment
 - Borrower's signature must be notarized
- Amortization or Payment Schedule

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Solo(k) Unsecured Note Investment Authorization

All Unsecured Note investments are subject to an administrative review by Pacific Premier Trust. Documents and forms may be returned if they are not complete and signed where required. A special services fee may apply for incomplete package. Sufficient funds must be held in your uninvested cash to make the required payment at least fourteen (14) days prior to payment date. If the funds are not available, the Account Owner will be responsible for any interest or penalties incurred.

ADMINISTRATIVE INFORMATION

As Lender, the note should be payable to: "Pacific Premier Trust Custodian FBO _____ (plan name) FBO _____ (client name), Solo(K).

IMPORTANT NOTE: All documents that Pacific Premier Trust is asked to sign on behalf of an Account Owner's Retirement Plan must be signed as "read and approved" by the Account Owner in advance.

For borrowers that are a business, corporation, or entity, please provide the following once the investment has been funded.

- Original signed note; assignment (if applicable)
• Original certificate (if applicable), or
• Signed final subscription agreement or written confirmation of purchase

The Account Owner is responsible for obtaining a copy of the executed documents for his/her review and records.

Account Owner Name:

First Name: _____ MI: _____ Last Name: _____

Account Number: _____ Amount \$: _____

If held across multiple Solo(K) sub-accounts:

Account Number: _____ Amount \$: _____

Account Number: _____ Amount \$: _____

Account Number: _____ Amount \$: _____

I direct Pacific Premier Trust to (select one): [] Purchase or [] Transfer/Rollover* the following loan/note [] Exchange

*A Transfer/Rollover Request Form is also required.

NOTE INFORMATION

(A) Total Loan amount: \$ _____ \$ _____ %
Total Purchase price Face value of secured note Percent owned by account(s)
(To be paid from account(s)) (If different from purchase price)

Is this note being purchased at a discount or at a premium? Check the appropriate box: [] Discount [] Premium

Note: If the purchase price is different from the face value of the note, you must include both the face value of the note and the purchase price to be paid from the account.

(B) Terms of the note: [] 360-day basis [] 365-day basis [] Principal and interest [] Interest only

Interest rate: _____% Maturity date: _____ Total number of payments: _____

Expected payment amount: \$ _____ Date of first payment: _____

Frequency of payments: [] Monthly [] Quarterly [] Annually

BORROWER INFORMATION (For a borrower who is an individual)

Name of Borrower:

First Name: _____ MI: _____ Last Name: _____

Borrower's Social Security #: _____

Borrower's Address: _____

City: _____ State: _____ Postal Code: _____

Borrower's Phone: _____ Type: [] Cell [] Home [] Business

Borrower's Email Address: _____

BORROWER INFORMATION (BORROWER IS A CORPORATION, LP, LLC OR OTHER ENTITY):

Name of Borrowing Entity: _____
Contact First Name: _____ MI: _____ Last Name: _____
Title at Company: _____
Borrowing Entity's Tax ID#: _____ State in which company is registered: _____
Borrowing Entity's Address: _____
City: _____ State: _____ Postal Code: _____
Borrowing Entity's Phone: _____ Type: Cell Home Business
Borrowing Entity's Email Address: _____

FUNDING INSTRUCTIONS (SELECT ONE OPTION BELOW)

Check
Payee Name: _____
Street Address: _____
City: _____ State: _____ Postal Code: _____
Primary Phone: _____ Type: Cell Home Business
Other Phone: _____ Type: Cell Home Business
Fax Number: _____
 Wire or ACH

Please complete wire/ACH instructions below or attach wiring/ACH instructions.

Bank Name: _____
ABA Number: _____
Bank Account Name: _____
Bank Account Number: _____
Ref Number: _____

(Select one below)

- Regular Mail (if funds and documents are not received by recipient, Pacific Premier Trust will charge a \$100.00 special services fee to place a stop payment and/or re-create documents)
- Overnight (charge my Pacific Premier Trust Account)
- Overnight (use pre-addressed air bill, included)
- Overnight (send via 3rd party billing) Account # _____ Fed Ex UPS

If no box is checked the default will be to overnight at the client's expense. Please refer to the fee schedule for details

LOAN SERVICE AGENT/SERVICING AGREEMENT REQUIRED

Pacific Premier Trust and its related entities are not responsible for servicing any loan, promissory note, or "debt investment." Pacific Premier Trust will not monitor whether or not a borrower has defaulted; therefore, it will not provide notice to Account Owners if a default occurs. Pacific Premier Trust requires that the Account Owner appoint a loan servicing agent ("Agent") to administer the Note. Enclosed with the Unsecured Note Investment Authorization Form is a Loan Servicing Agreement ("Servicing Agreement") that satisfies our administrative needs with regard to the Note being held as an investment in your account. The Servicing Agreement sets forth the responsibilities of the Agent. We neither recommend the use of this Servicing Agreement nor require that this form be used. An Account Owner may submit his or her own form of Servicing Agreement, which we will review for purposes of determining that it adequately limits the role and responsibility of Pacific Premier Trust.

Account Owner acknowledges that we are under no duty to investigate or inquire about the qualifications of the Agent he or she may select, nor is it required to monitor the actions of the Agent. Account Owner further agrees that we will have no liability for any losses occurring because of actions or negligence of the Agent. We will not be responsible for any errors and omissions in the Servicing Agreement or for any actions taken by the servicing agent.

Account Owners are responsible for reviewing the terms of any debt investment prior to directing Pacific Premier Trust to fund the investment. If this investment requires payment of any kind, the Account Owner will provide written instructions.



Loan Servicing Agreement

NOTE: You may provide your own form of Loan Servicing Agreement. If so, this form is not required.

RECITALS AND AGREEMENT

Pacific Premier Trust is the directed custodian of a retirement plan (Plan) that is beneficially owned by the Account Owner. The Account Owner has instructed Pacific Premier Trust to acquire on behalf of the Plan an unsecured note (Note). Pacific Premier Trust requires the Account Owner to appoint a loan servicing agent (Agent) to service this loan (separate Loan Servicing Agreements are required for each Note purchased by an Account Owner within his/her account.) The Account Owner appoints Agent to provide the services listed in this agreement and the Agent accepts such appointment. The Account Owner and Agent agree that the Agent is the Agent of the Account Owner, and not of Pacific Premier Trust. The Account Owner acknowledges that Pacific Premier Trust has not advised the Account Owner with respect to the selection of an Agent, and the Account Owner agrees that he/she alone, and not Pacific Premier Trust has sole responsibility for the selection, retention, termination and monitoring of the Agent. The Account Owner and the Agent agree that Pacific Premier Trust has a limited role in its capacity as directed custodian of the Plan and hereby agree that Pacific Premier Trust will not be responsible for any of the Agent's duties or for the enforcement of this agreement.

AS LOAN SERVICING AGENT, I AGREE TO:

1. **Payments/Expenses.** Collect and book all payments received from the borrower and other parties. Forward these payments to Pacific Premier Trust within five business days along with instructions as to how we should apply these funds to the account (i.e., principal & interest breakdown if applicable). If any disbursements are necessary, the Agent will be responsible for ensuring that invoices or payment instructions are forwarded to us for payment or paid directly from the loan servicing account. The Agent will not make any disbursement or pay any expense without the Account Owner's authorization.
2. **Records.** Retain records for all parties. Records include but are not limited to: payment history (funds received from the borrower and any funds dispersed by the Agent to cover expenses), bank statements, and loan documents (note). Upon request the Agent will provide a full accounting of these records to the Account Owner or Pacific Premier Trust. The Agent will provide any demand statement for payoff and/or verification of payment history.
3. **Default.** The Agent will proceed diligently to collect any past due payments and take all necessary actions to correct a default. The Agent will act upon the request and under the direction of the Account Owner during default proceedings. The Agent will promptly notify the Account Owner and Pacific Premier Trust if the Agent is aware of any of the following: (a) default on the subject Note; (b) the death, bankruptcy, insolvency, or other disability of the Borrower that might impair repayment of the loan. In the event that the Unsecured Note becomes worthless, the Agent agrees to provide documentation to Account Owner and Pacific Premier Trust immediately.
4. **Non-Enforcement of Rights.** The Agent agrees not to waive, modify, release or consent to postponement on the part of the Borrower of any term of the Note without notice to, and prior written consent of the Account Owner, and notice to Pacific Premier Trust.
5. **Compliance with Law.** The Agent will comply with all applicable federal, state, and local laws, rules, ordinances and regulations. This agreement will be governed by the laws of the state where the property is located.
6. **Compensation of the Agent.** As compensation for servicing the note, the Account Owner agrees to pay the Agent the following amount (Spouses and disqualified parties may not act as loan servicers on this loan, even if uncompensated.)
\$ _____.
7. **Debt Cancellation.** In the event that the debt is cancelled, the agent will prepare and issue Tax Form 1099C to the debtor.



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LOAN SERVICING AGREEMENT (CONT.)

This Servicing Agreement is entered into as of _____ day of _____, _____. This agreement pertains to the loan between the Account Owner's retirement account with Pacific Premier Trust and Borrower in the amount of \$_____ dated ____/____/____.

Borrower Name (print)

First Name: _____ MI: _____ Last Name: _____

Mailing Address: _____

City: _____ State: _____ Postal Code: _____

Agent Name (print) (Cannot be the client, spouse of the client or other individual defined as a disqualified party under section 4975 or affiliate of the borrower)

First Name: _____ MI: _____ Last Name: _____

Mailing Address: _____

City: _____ State: _____ Postal Code: _____

Primary Phone: _____ Type: Cell Home Business

Other Phone: _____ Type: Cell Home Business

Email Address: _____

Account Owner Name (print)

First Name: _____ MI: _____ Last Name: _____

Mailing Address: _____

City: _____ State: _____ Postal Code: _____

Primary Phone: _____ Type: Cell Home Business

Other Phone: _____ Type: Cell Home Business

Email Address: _____


SAFEKEEPING OF ORIGINAL NOTE AFTER FUNDING (must be either Pacific Premier Trust or Loan Servicing Agent)


After the Note is funded, the original note will be (choose one):

Stored in Pacific Premier Trust's Vault

Sent to the Loan Servicing Agent (The Loan Servicing Agent will be responsible for producing the original documents when requested for any reason - e.g., sale, payoff, etc.)

The agent and the account owner must sign and date this section.

 _____ Date _____
Agent Signature

 _____ Date _____
Account Owner Signature

All parties should keep a copy of this form for their records.

ACKNOWLEDGMENT AND SIGNATURE

1. I understand that I am responsible, and Pacific Premier Trust and its related entities are not responsible, for selecting and reviewing the above investment and for determining the suitability, nature, value, risk, safety and merits of the investment that I authorize Pacific Premier Trust to make for my Account.
2. I understand that Pacific Premier Trust is not related to or affiliated with the management or selling agent(s) of the investment(s) that I have directed Pacific Premier Trust to purchase for my account. I acknowledge that Pacific Premier Trust has not reviewed, recommended or commented on the investment merits, risks, suitability or management of the asset(s) I have selected and I authorize Pacific Premier Trust to process this transaction. I therefore agree to release, indemnify, defend, and hold Pacific Premier Trust and its related entities harmless from any claims arising out of making such investment. I also understand and agree that Pacific Premier Trust and its related entities will not be responsible to take any action should the investment noted herein become subject to default, including fraud, insolvency, bankruptcy, or other court order or legal process.
3. I agree that any dispute regarding this investment shall be submitted to binding arbitration pursuant to the Commercial Rules of the American Arbitration Association and the terms of the Custodial Agreement. I understand that the prevailing party shall be entitled to recover all legal fees, reasonable costs and expenses and that these shall be in addition to any award of damage or any other relief to which the prevailing party is entitled.
4. I represent that the above investment is not a prohibited transaction, as defined in the Internal Revenue Code and Department of Labor regulations.
5. I acknowledge that this investment is not insured by the FDIC, is not an obligation of or guaranteed by Pacific Premier Trust and is subject to risk, including the possible loss of principal.
6. I agree that this Unsecured Note Investment Authorization is further subject to all the terms and conditions of the Custodial Agreement.
7. I acknowledge that no funds will be paid to my Pacific Premier Trust account if an exchange from one asset (existing asset) held in my Pacific Premier Trust account is made to another issued by the same asset sponsor (new asset). I request that Pacific Premier Trust update its records to reflect the exchange transaction and the new asset into my account. I agree to indemnify and hold Pacific Premier Trust and its related entities, its affiliates, successors and assigns harmless from any and all claims, damages and losses that may result from such transaction.

Please sign and provide all requested information

I AGREE TO ALL ACCOUNT TERMS AND PROVISIONS CONTAINED IN MY PLAN DOCUMENTS, AND I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND I AGREE TO ALL OF THE DISCLOSURES ON THIS FORM AND EACH OF THE ITEMS 1 THROUGH 7 ABOVE.



Account Owner Signature _____

Date _____

Print Name: _____

Primary Phone: _____ Type: Cell Home Business

Other Phone: _____ Type: Cell Home Business

Email Address: _____

Account Number: _____ Total Purchase Amount \$ _____

Borrower Name: _____

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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 80202-3331

Questions?

Call 800-962-4238