

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

# Unsecured Note Investment Authorization: Checklist

## REQUIRED DOCUMENTS FOR ALL UNSECURED NOTE INVESTMENT REVIEWS:

## Fully completed, signed, and dated Unsecured Note Investment Authorization Form

Loan Servicing Agreement

- The loan servicing agreement is required and must be signed by the Agent and Account Owner
- The loan servicing agent must be a third party. The Agent cannot be a disqualified person or affiliate of the borrower
- · Lender's Name on the Note should read Pacific Premier Trust, Custodian, FBO (Client Name), IRA
- · Lender's Address should be PO Box 173859, Denver, CO 80217
- Maturity date must be no longer than 10 years from date of note

## IF NOTE IS FROM A CORPORATION OR OTHER ENTITY (E.G., LP, LLC, ETC.):

What's Required: All items listed in the "Required Document for all Unsecured Note Investment Reviews," plus the following:

Copy of the executed note

• The original note will be required after funding

Articles of Incorporation, or Operating Agreement/Private Placement Memorandum (for borrower)

Certificate of Good Standing (for borrower)

Amortization or Payment Schedule

## NOTE FROM AN INDIVIDUAL:

What's Required: All items listed in the "Required Documents for all Unsecured Note Investment Reviews," plus the following:

Original Note

- · Pacific Premier Trust must receive the Original Note in order to fund this investment
- · Borrower's signature must be notarized

Amortization or Payment Schedule

## If Applicable:

Assignment of Note

Subscription Agreement

Account Owner must complete and sign the document as "Read and Approved"

## **IMPORTANT REMINDERS:**

- Please complete all documents (incomplete forms will delay the review and funding process)
- Please ensure your Pacific Premier Trust account has sufficient cash to fund your investment, applicable transaction fees and account minimum cash requirements



# Unsecured Note Investment Authorization

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## **GENERAL INSTRUCTIONS:**

As Lender, the note should be payable to: Pacific Premier Trust, Custodian, FBO (Client Name), IRA.

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

**NOTE:** All documents that Pacific Premier Trust is asked to sign on behalf of an Account Owner's Retirement Plan must be signed "Read and Approved" by the Account Owner in advance. ("Retirement Plan" may be substituted for "IRA" where appropriate.)

Enclosed with this form is a Loan Servicing Agreement (Servicing Agreement) that satisfies our requirements 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.

1 ACCOUNT OWNER INFORMATION						
ACCOUNT OWNER	R NAME (FIRST, MI, LAST)		PACIFIC PREMIER TRUST ACCOUNT NO.			
2 NOTE IN	FORMATION					
l direct Pacific I	Premier Trust to: (please select one)					
Purchase	: Is this note being purchased at a dis	count, or at a premiu	ım?			
Transfer/	Rollover the following loan/note (Complet	e and submit the Transfer	/Rollover Request form)			
Exchange						
	PURCHASE PRICE (TO BE PAID FROM ACCOUNT)	FACE VALUE OF NOTE (IF DIFF	ERENT FROM PRUCHASE PRICE)	PERCENT OWNED BY ACCOUNT		
Loan Amount:	\$	\$		%		
	rchase price is different from the face valu I from the account.	e of the note, you must inc	lude both the face value of t	he note and the purchase		

Terms of the Note:	360-day basis	365-da	ay basis	Principal and intere	est Intere	est only
INTEREST RATE		%	MATURITY DAT	E		TOTAL NUMBER OF PAYMENTS
EXPECTED PAYMENT AMOU	NT				DATE OF FIRST	PAYMENT

Frequency of Payments:

Quarterly Annually

3 BORROWER INFORMATION (FOR A BORROWER WHO IS AN INDIVIDUAL)							
BORROWER'S NAME (FIRST, MI, LAST)	BORROWER'S SSN						
BORROWER'S STREET ADDRESS							
СІТҮ	BORROWER'S PHONE NO.	STATE	POSTAL CODE				
BORROWER'S EMAIL ADDRESS							

Monthly

4 BORROWER INFORMATION (FOR A BORROWER THAT IS A CORPORATION, LP, LLC OR OTHER ENTITY)						
NAME OF BORROWING ENTITY						
CONTACT NAME (FIRST, MI, LAST)		TITLE AT COMPA	λNY	BORROV	WING ENTITY'S TAX ID NUMBER	
BORROWING ENTITY'S ADDRESS				STATE IN	N WHICH COMPANY IS REGISTERED	
СІТҮ	BORROWING ENTITY'S P	HONE NO.	STATE	1	POSTAL CODE	
L BORROWING ENTITY'S EMAILL ADDRESS	<u> </u>					
5 FUNDING INSTRUCTIONS						
PAYEE NAME						
STREET ADDRESS						
СІТҮ	PHONE NO.		STATE		POSTAL CODE	
Select a Funding Option: Check Wire						
Please write or type wire instructions below. Submitting incon will be needed.	nplete information or	attaching instr	ructions separately will delay	y fundin	g, as additional verification	
BANK NAME				ABA NU	MBER	
BANK ACCOUNT NAME		BANK ACCOUNT NUMBER		REF NUMBER		
6 DOCUMENT FORWARDING INSTRUCTIONS						
Use the address provided in the Funding Instructions abo	ve					
Other (please complete the information below):						
RECIPIENT'S NAME						
STREET ADDRESS						
СІТҮ	PHONE NO.		STATE		POSTAL CODE	
Select a delivery option: (If no box is checked, the default deli	l very method will be to	o overnight at	the client's expense. Please	refer to	the fee schedule for details.	

Regular Mail		
Overnight (charge my Pacific Premier Trust Account)		
Overnight (use pre-addressed air bill, included)		
Overnight (send via 3rd party billing) Account No.:	Fed Ex	UPS

## **ACKNOWLEDGMENT & SIGNATURE REQUIRED ON NEXT PAGE**

## 7 ACKNOWLEDGMENT & 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 I am 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, I will provide written instructions.
- 3. 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.
- 4. I understand Pacific Premier Trust is not responsible for any decision regarding the retention of a note, including but not limited to; calculating or monitoring the amount of any payments (including principal, interest or other amount payable under the note), making demands for payment, sending notices of default or taking any steps to require the borrower to comply with any other terms of the loan documents.
- 5. 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.
- 6. I represent that the above investment is not a prohibited transaction, as defined in the Internal Revenue Code and Department of Labor regulations.
- 7. 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.
- 8. I agree that this Unsecured Note Investment Authorization is further subject to all the terms and conditions of the Custodial Agreement.
- 9. I acknowledge that no funds will be paid to my Pacific Premier Trust account if an exchanged from on 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 agents harmless from any and all claims, damages and losses that may result from such transaction.
- 10. I acknowledge that Pacific Premier Trust is under no duty to investigate or inquire about the qualifications of the Agent I may select, nor is it required to monitor the actions of the Agent. I further agree that Pacific Premier Trust will have no liability for any losses occurring because of actions or negligence of the Agent. I understand that Pacific Premier Trust will not be responsible for any errors and omissions in the Servicing Agreement or for any actions taken by the servicing agent.

**NOTE:** All Unsecured Note investments are subject to an administrative review by Pacific Premier Trust. Documents and forms may be returned to you if they are note complete and signed where required. Sufficient funds must be held in your uninvested cash to make the require payment. If the funds are not available, the Account Owner will be responsible for any interest or penalties incurred.

ACCOUNT OWNER SIGNATURE	DATE (REQUIRED)

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

#### Upload forms to:

www.PacificPremierTrust.com/upload

Fax to: 303-614-7038

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

## For express deliveries:

Pacific Premier Trust Processing Center 1560 Broadway, Suite 400 Denver, CO 80202-3331 Questions? Call 800-962-4238

# Loan Servicing Agreement

## GENERAL INFORMATION:

A Loan Service Agent/Servicing Agreement is required. You may provide your own form of a Loan Servicing Agreement. If so, this is not 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.

## **1 RECITALS & 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 Service 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 appointement. 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 teh 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.

## 2 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 Pacific Premier Trust 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 deman statement for payoff and/or verification of payment history.
- 3. **Default.** The Agent will proceed diligently to collect any pasy 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 Age 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 agreed 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, who is not a disqualified party, the following amount. (Disqualified persons and affiliates of the borrower may not act as loan servicers.)

\$



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<sup>7.</sup> Debt Cancellation. In the event that the debt is cancelled, the Agent will prepare and issue Tax Form 1099C to the debtor.

## **3 LOAN SERVICING AGREEMENT**

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		/	/	
ualeu	/		/	

## Borrower Name:

BORROWER NAME (FIRST, MI, LAST)							
STREET ADDRESS							
CITY	PHONE NO.	STATE	POSTAL CODE				

### Agent Name:

AGENT'S NAME (FIRST, MI, LAST)			
STREET ADDRESS			
СІТҮ	PHONE NO.	STATE	POSTAL CODE

#### Account Owner Name:

ACCOUNT OWNER'S NAME (FIRST, MI, LAST)			
STREET ADDRESS			
CITY	PHONE NO.	STATE	POSTAL CODE

## 4 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: (please select 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 $\underline{sign}$ and $\underline{date}$ this section.

AGENT SIGNATURE	DATE (REQUIRED)
ACCOUNT OWNER SIGNATURE	DATE (REQUIRED)

## **GENERAL INFORMAITON**

Account Owners may loan funds from their Plan by instructing Pacific Premier Trust to acquire promissory notes secured by deeds of trust or mortgages provided that certain administrative requirements are satisfied. (For convenience, promissory notes secured by both deeds of trust and mortgages are referred to in these documents as "Notes;" The Account Owner may also be referred to as "You and Your" and Pacific Premier Trust may be referred to as "We, Our Custodian"). Because all Pacific Premier Trust retirement plans are self-directed by the Account Owner, Pacific Premier Trust requires that its responsibilities in connection with these types of investments be strictly limited. It is important for you to understand these limitations fully and to acknowledge and agree to them prior to directing us to aquire a Note on your behalf.

## WHAT PACIFIC PREMIER TRUST IS NOT RESPONSIBLE FOR

The Account Owner, and not Pacific Premier Trust, will be responsible for any decision regarding the retention of a Note or any lender action to foreclose on a mortage. Without limiting the foregoing, we will not be obligated to do any of the following: investigate the financial strength of borrower, or their liability to prepay the obligation; ensure that the mortgage or deed of trust is properly recorded; calculate or monitor the amount of any payments (including principal, interest, insurance premiums, taxes, or other amount payable under the Note); make demands for payment; send notices of default; take any step to require the borrower to comply with any other terms of the loan documents; obtain a survey of the mortgaged property or a mortgage's title insurance policy; ensure that hazard and liability insurance has been obtained; inspect the property securing the Note for any reason, including determining the existence of an impact of any liens, easements, covenants or other matters affecting title to the property securing the Note, including but not limited to whether or not the collateral property has been lost to foreclosure; take any steps to aquire title to or possession of the mortgaged property or other collateral, or accept title to the mortgaged property or other collateral, whether by deed in lieu of foreclosure or otherwise.

## LOAN SERVICE AGENT/SERVICING AGREEMENT REQUIREMENT

Pacific Premier Trust requires that the Account Owner appoint a servicing agent to administer the Note. Enclosed with the Deed of Trust/Mortgage/Secured 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 the Plan. The Servicing Agreement sets forth the responsibilities of the servicing agent. We neither recommend the use of this Servicing Agreement nor require that this form be used. An Account Owner may submit his/her own form of Servicing Agreement, which we will review for purposes of determining that it adequately limits the role and responsibilities of Pacific Premier Trust.

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

If this investment requires payment of any kind, the Account owner will provide written instructions.

Under the provisions of the Pacific Premier Trust plan documents, each Account Owner determines how investments in the Account Owner's account will be made. We do not provide investment advice or recommendations with respect to the investment of assets of the Plan in Notes generally; or in any loan in particular. Although Pacific Premier Trust has no such investment responsibility, it has established minimum administrative standards for Notes. These standards are intended to minimize administrative difficulties for us and in no way constitute representations by us that Notes meeting these requirements are suitable for investment by the Account Owner's Plan. Thus, by instructing Pacific Premier Trust to acquire a Note on his/her behalf, the Account Owner represents that each of the following statements is trust: (a) The Note is a first or second lien; (b) The property securing the Note is real property (e.g., a primary residence, vacation home, town home, condominium, or apartment complex), person property (e.g., a mobile home, car, equipment or aircraft); (c) Any existing loan secured by the property is not in default; (d) The property securing the Note does not contain any hazardous waste or other materials that would constitute a violation of, or cause the application of, any environmental law or regulation; (e) For mortgages/deeds of trust Title insurance insuring the Plan's Note will be obtained for the benefit of Pacific Premier Trust (as custodian); (f) The investment is not a "party in interest" transaction and therefore does not constitute a prohibited transaction as defined in Section 4975 of the Internal Revenue Code; and (g) The interest payable under the note is not usurious under applicable state law.

**IMPORTANT:** By signing the Deed of Trust/Mortgage/Secured Note Investment Authorization form and Important Disclosures and Acknowledgements, the Account Owner represents that each of the above requirements has been satisfied. Pacific Premier Trust has no responsibility to verify that any of the above requirements has been satisfied. Even if all of the above requirements have been satisfied, we may decide for administrative feasibility purposes not to all the Plan to purchase the Note. Satisfaction of the above requirements does not constitute an endorsement or recommendation by Pacific Prmier Trust of an investment in the Note.

## **RISK FACTORS**

When pruchasing a Note, there are inherent risks. While Pacific Premier Trust points out some risks, it has not duty to do so, and this information is not to be considered all inclusive. Each Account Owner, and not Pacific Premier Trust, is solely responsible for identifying the risks associated with purchasing and holding the Note in his/her retirement plan. As such, we strongly recommend that you consult with legal counsel and/or an investment professional who is familiar with the risks of purchasing Notes secured by property in a retirement plan. By signing Unsecured Note Investment Authorization form and instructing us to purchase the Note as Custodian of your retirement plan, you represent that you have consulted with such a professional, or have waived that right to do so.

In the event of a foreclosure or similar action, you represent that you understand there may be liability above and beyond the amount of the investment (example: ad valorem property taxes, foreclosure costs or liability arising under Environmental Laws). It is also possible that you may loose your entire investment.

Losses may also occur or be caused by the presence of, any hazardous substances, or by any person or entity complying or failing to comply with Environmental 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.

Losses may also occur as a reult of an act of fraud or negligence.