



AGENT AUTHORIZATION AND AGREEMENT

This Agreement is made by and between Bank and the Association. It incorporates, supplements and supersedes where inconsistent the terms of Bank's account and service agreements.

Authorized Signers / Designation of Agent. Association designates each of the persons shown above as an "Authorized Signer" on the Association's accounts held with the Bank, including the accounts listed above and any accounts established hereafter, with individual authority to give instructions and conduct transactions on the Association's behalf. In addition, Association represents to Bank that it has appointed and authorizes the HOA Management Company shown on the first page as its agent to: (a) open deposit accounts at the Bank; (b) enter into Bank account and service agreements; (c) agree to security procedures; (d) conduct account and service transactions on behalf of the Association; and (e) designate persons (in addition to the Authorized Signers identified by the Association) who may conduct account and service transactions on behalf of the Association. Bank is authorized to act in accordance with the account and service instructions of the HOA Management Company or any person it designates for that purpose. Association assumes sole responsibility for the actions of the HOA Management Company as its agent, whether or not they are in accordance with the terms of any agreement between it and the Association.

Account and Service Terms. Association confirms that the Association or HOA Management Company as Association's agent has received a copy of the account agreement and related disclosures. Association agrees to be bound by the account and service agreements that Bank provides to Association or the HOA Management Company as Association's agent. If the HOA Management Company conducts account or service transactions on behalf of the Association, Association also agrees to be bound by the terms of the HOA Management Company's service agreement with the Bank for such transactions.

Statements and Notices. Bank may provide the HOA Management Company with information regarding Association's accounts and services. Statements and notices sent or provided to the HOA Management Company shall be deemed to be received by the Association.

Deposits. The HOA Management Company may: (a) deposit checks and other items that are payable to the Association, with or without the Association's endorsement; (b) endorse checks and other items payable to the Association on behalf of the Association; and (c) conduct account and service transactions on Association's behalf with or without identifying itself as Association's agent.

ACH Transactions. If HOA Management Company initiates automated clearing house entries ("*Entries*") for the Association, Association agrees that: (a) it assumes the responsibilities of an originator under the rules of NACHA (the "*Rules*") and will reimburse the Bank for any returns, reversals, adjustments, reclamations and warranty claims related to those Entries; (b) Bank may, at its discretion, terminate or suspend the HOA Management Company's ability to initiate Entries or perform other transactions for the Association; (c) Bank assumes no responsibility for the HOA Management Company's actions or omissions; (d) it will provide information regarding the Association's financial condition to the Bank upon its request, and (e) it will (or will cause the HOA Management Company to) provide copies of any authorizations required by the Rules promptly upon the Bank's request and will assist the HOA Management Company and/or Bank in any investigations the Bank conducts regarding the HOA Management Company's or Association's transactions. Association also represents and warrants that: (i) as to each Entry, it has obtained all authorizations required by the Rules and it will not initiate any Entry after any required authorization is revoked; (ii) it will maintain a record of each authorization for a period of two years following its termination; (iii) the Association's Entries will not violate the laws of the United States, including (without limitation) the sanctions administered by the U.S. Treasury's Office of Foreign Asset Control; (iv) the Association will not initiate Entries as a third party sender for others; (v) the Association's Entries will not involve internet gambling, wagering, adult entertainment or any other business that Bank notifies the HOA Management Company or Association is not permitted; and (vi) it has received notice of the Rule regarding provisional payment and of the fact that, if settlement is not received, the RDFI shall be entitled to a refund from the receiver of the amount credited and the Association shall not be deemed to have paid the receiver the amount of the Entry.

No Duty to Monitor Accounts. Bank assumes no duty, and shall have no obligation, to monitor account or service transactions by the HOA Management Company to ensure that Association funds are being used properly or for the benefit of the Association. Bank is under no obligation to prohibit the HOA Management Company from commingling its funds with Association funds. Bank will have no obligation to track or question the HOA Management Company's receipt, deposit, or use of checks or other funds deposited to the Association's accounts.

Notwithstanding the above, Bank may refuse to accept further deposits to an account, may freeze an account, and/or may close an account in the event: (a) Association notifies Bank of its intention to terminate this Agreement or the HOA Management Company's authority to act on Association's behalf; (b) there is a dispute between the Association and the HOA Management Company regarding any account or service; or (c) Bank is uncertain for any reason regarding any person's authority to conduct account or service transactions.

Overdrafts. Association assumes sole responsibility for any overdrafts that occur in its accounts, even if caused by the HOA Management Company.

Indemnity. Association agrees to indemnify, defend and hold Bank, its officers and employees harmless from any claim, action, proceeding, loss, cost, and expense (including, without limitation, attorney's fees) arising, directly or indirectly, from (a) Bank's actions or omissions based on this authorization and agreement (e.g., actions the Bank takes at the HOA Management Company's instructions with respect to the Association's accounts); (b) the HOA Management Company's failure to comply with any agreement between the HOA Management Company and the Association; (c) any actions or omissions of the HOA Management Company as the purported agent of the Association (e.g., the HOA Management Company's failure to comply with the Rules); or (d) the Association's actions or omissions. This provision shall survive the termination of this Agreement.

Amendment. Bank may add to, delete or change the terms of this Agreement by providing the Association or HOA Management Company as Association's agent with 30 days prior written notice.

Termination. Association agrees to provide Bank with at least three business days' prior written notice of Association's election to terminate this Agreement or HOA Management Company's authority to conduct account or service transactions as Association's agent. Bank may terminate this Agreement with or without cause with prior written notice to Association or HOA Management Company as Association's agent.

Association agrees to the terms set forth above.

By: _____
Signature/Title of person authorized to enter
this Agreement on behalf of the Association

Date: _____



ASSOCIATION RESOLUTION / AUTHORIZATION

"RESOLVED: _____ ("HOA Management Company") is made an agent of this Association and authorized to: (a) open one or more deposit accounts at Pacific Premier Bank ("Bank") in the name and on behalf of this Association; (b) enter into deposit account, funds transfer, cash management, and agent authorization agreements with Bank related to such accounts in the name of this Association; (c) agree to security procedures; (d) designate who is authorized to withdraw funds, initiate payment orders, execute service agreements, enter into agreements with Bank in connection with this Association's accounts and services, and otherwise give instructions on behalf of this Association with respect to such accounts; (e) deposit checks and other items payable to this Association to such accounts; and (f) make withdrawals and transfers from such accounts in connection with its services to this Association.

FURTHER RESOLVED: _____ ("Authorized Board Member or Association Officer") is authorized on behalf of this Association to enter into agreements with Bank in connection with Association accounts and services, and to designate other signers on its accounts.

FURTHER RESOLVED: This authorization is in addition to any other authorizations in effect and shall remain in force until Bank receives written notice of its revocation at the address and in the manner designated by Bank."

Certification: I/we certify under penalty of perjury that: (a) the foregoing Resolutions were duly and legally adopted by the governing body of the Association; (b) the Resolutions have not been revoked and are currently in full force and effect; (c) the signatures and titles on this form are the genuine signatures and titles of the persons indicated; (d) the governing body of the Association has and at the time of adoption of said Resolutions had, full power and lawful authority to adopt the foregoing Resolutions and to confer the powers therein granted to the persons named, and that such persons have full power and authority to exercise the same; and (e) no other person's signature or authorization is required to bind the Association with respect to the agreements or transactions described herein.

Dated: _____, 20__

Attested to by one other officer:

By: _____
Secretary Signature

By: _____
Officer Signature

Secretary (Print Name)

Officer (Print Name and Title)