

# BANC MASTER DEPOSIT ACCOUNT C

CUSIP=05961SDL5

## Product Description

The Master Deposit Account (MDA) is a unique capital preservation option that offers investors the highest degree of safety, freedom and performance. Great for employee benefit plans, the MDA provides participants FDIC\*\* insurance up to \$250,000.

In addition to safety, the MDA offers complete liquidity to participants and financial intermediaries alike, as it transacts daily via CUSIP through the NSCC, without any redemption restrictions.

### Highlights

- Capital Preservation investment
- FDIC insured\*\*
- Fully liquid
- Competitive performance
- ERISA recapture funds available
- Trades via CUSIP through NSCC
- No minimum investment
- Exempt from SEC Rule 2a-7
- No “gates” or “fees”†

## About Banc of California

Banc of California (NYSE: BANC) provides full-service banking with more than \$8 billion in assets and over 30 banking and lending locations.

Our Specialty Markets division offers a higher level of personalized banking partnerships and specialized financial products. Our precise focus is to simplify complex financial challenges by providing financial liquidity and unrestricted access to financial instruments.

For investor relations: [bancofcal.com/investor](http://bancofcal.com/investor)

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Visit us on the web  
[bancofcal.com/MDA](http://bancofcal.com/MDA)

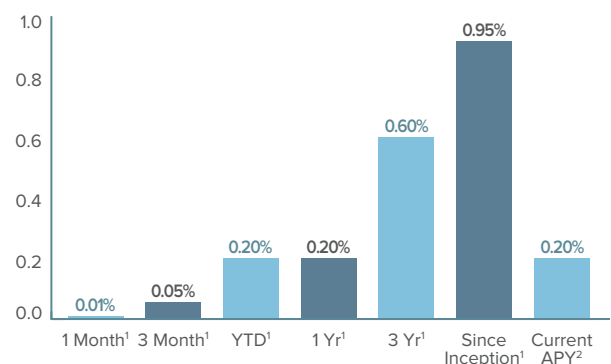
\*The Annual Percentage Yield (APY) is accurate as of 03/26/2015. Rate is variable and subject to change without notice after account is opened. For current rate and APY, visit [www.bancofcal.com/institutionalbanking](http://www.bancofcal.com/institutionalbanking). \*\*See Deposit Insurance section on MDA Disclosure Statement on reverse side. †See Fees section on MDA Disclosure Statement on reverse side.

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## Key Facts

Issuing Bank	Banc of California (NYSE: BANC)
Product Category	Cash
Annual Percentage Yield (“APY”)*	0.20%
Inception Date	March 26, 2015
CUSIP	05961SDL5
Expense Ratio	0%
Insurance	FDIC**
Minimum Deposit to Open	\$0
Minimum Balance to Earn Interest	\$0.01
ERISA Recapture	Yes
Unit Price	\$1.0000

## Performance



<sup>1</sup>Not Annualized, rounded down, <sup>2</sup>Annual Percentage Yield

# Master Deposit Account Disclosure Statement

## DISCLOSURE STATEMENT FOR MASTER DEPOSIT ACCOUNT A, B, C AND Z

Welcome to Banc of California, National Association ("Bank"). This Disclosure Statement, together with our Deposit Account Agreement and other materials that are listed and described in the Deposit Account Agreement, discloses the terms upon which we offer our Master Deposit Accounts A, B, C and Z (the "Accounts") to eligible depositors. A copy of our Deposit Account Agreement is available from our Bank.

## OWNERSHIP OF ACCOUNTS

Eligible Depositors. The Accounts are available only to those who qualify as eligible depositors or who are brokers or other entities acting as agents, custodians or nominees for deposits beneficially owned by eligible depositors. To be eligible, a depositor must be an employee benefit plan or fund established by an employer or employer organization. Eligible depositors include 401(k) and other defined contribution pension plans, defined benefit pension plans, medical benefit plans and other welfare benefit plans, and deferred compensation plans under Section 457 of the Internal Revenue Code.

Indirect Ownership. The Accounts are established in the name of "Banc of California, as agent for depositors named on the records of such agent, including depositors acting as agents or fiduciaries for others." (In our capacity as the agent for depositors, we are sometimes referred to as the deposit agent.) Interests in the Accounts are held through intermediaries, such as brokers, agents, custodians or nominees that have direct access to the automated clearance and settlement systems of the National Securities Clearing Corporation. The interests in the Accounts represented by the funds deposited to the Accounts will be evidenced by book entries on the account records that we hold for the Accounts, in our capacity as the deposit agent, of these intermediaries, and that those intermediaries hold in their respective capacities as agents or fiduciaries for the beneficial owners of the funds in the Accounts.

Intermediaries. In our role as the deposit agent, we require each intermediary to represent to us (and to us in our role as the depository institution) that the beneficial owners of all deposits by that intermediary in the Accounts are eligible depositors or to otherwise establish to our satisfaction that the beneficial owners of all deposits by that intermediary to the Accounts are eligible depositors.

Depository and Deposit Agent. In our capacity as depository or deposit agent, we may retain an agent to provide recordkeeping services and transaction-processing services for the Accounts on our behalf. Transactions and duties between the intermediaries and any depositor or agent for depositors on behalf of which the intermediaries hold interests in the Accounts, and recordkeeping and safekeeping by the intermediaries with respect to moneys deposited or to be deposited to the Accounts, or withdrawn or to be withdrawn from the Accounts, are governed by the agreement between the applicable intermediary and the applicable depositor or agent for such depositor. We, in our capacities as depository and as deposit agent, have no responsibility to any depositor with interests in the Accounts that are held directly or indirectly by an intermediary or as to compliance by any intermediary or other broker, nominee, custodian or agent for that depositor. In our capacity as the depository of the Accounts, we have the obligations of a depository institution, in accordance with the terms and conditions applicable to the Accounts, as described in the Deposit Account Agreement. In our capacity as the deposit agent, we have the obligation of an agent to hold and distribute the Accounts funds to the intermediaries or other depositors on behalf of which it holds such amounts as an agent. Except for our obligations as depository and deposit agent, we have no obligations with respect to the Accounts.

## INTEREST AND YIELD

Calculation of Interest. Deposits to the Accounts will bear interest from the business day we receive credit for the deposit, if the funds are received by the Bank before the close of the Fedwire Fund Service ("Fedwire") on that business day (and otherwise from the business day following the date the funds are received by our Bank), up to the date such contributions are withdrawn from the Accounts at an interest rate established by our Bank. Interest on the Accounts is calculated using the daily balance method. The daily balance method applies a daily periodic rate to the principal in the account each day. A daily periodic rate is the interest rate paid on the Accounts divided by 365 days (366 days in a leap year). Interest is credited to the Accounts monthly.

In the event of a conflict between this paragraph and the Deposit Account Agreement, the interest provisions in this paragraph shall govern.

Annual Percentage Yield. As described in the Deposit Account Agreement, the return on deposits to the Accounts is expressed as an Annual Percentage Yield. This is determined using the interest rate and frequency of compounding applicable to the Accounts and assuming that the funds remain on deposit in the Accounts for 365 calendar days. The Annual Percentage Yield for the Accounts is available at the following website: [www.bancofcal.com/institutional-banking/master-deposit-account](http://www.bancofcal.com/institutional-banking/master-deposit-account). We may change the Annual Percentage Yield in the future at any time, in our sole discretion. We may offer different rates for other deposit accounts at our Bank. Other account types, including demand deposits, could have Annual Percentage Yields that are higher than that of the Accounts.

## DEPOSIT INSURANCE

FDIC Insurance Coverage. Amounts on deposit in the Accounts will be insured by the Federal Deposit Insurance Corporation ("FDIC") in accordance with applicable law. Under current law, FDIC deposit insurance is generally limited to \$250,000 for all deposits held by a depositor in the same ownership right and capacity at the same depository institution.

"Pass-Through" Insurance. Under current FDIC rules, a depositor to the Accounts can be considered separately for purposes of FDIC deposit insurance, to the extent of the non-contingent portion of the Account that is attributable to that depositor. This is sometimes referred to as "pass-through" insurance. "Pass-through" insurance is applicable only to the portion of the depositor's interest in the Accounts that is non-contingent (meaning not forfeitable under the terms of the applicable employee benefit plan) and only if the direct and indirect holders of the Accounts maintain adequate records of the depositors and their interests. The deposit agent has undertaken the duty to maintain the Accounts and their books and records with respect to the Accounts in compliance with the procedures specified in these rules of the FDIC. Each intermediary, and each other broker, nominee, custodian or

agent through which interests in the Accounts are held on behalf of other depositors, is responsible for its own compliance with the FDIC rules, procedures and requirements relating to the "pass-through" of FDIC deposit insurance to depositors on behalf of which it holds interests in the Accounts. The extent, if any, to which particular amounts on deposit in the Accounts are insured by the FDIC will depend on compliance with these rules, procedures and requirements by the deposit agent, the intermediaries and any other broker, nominee, custodian or other agent holding deposits on behalf of the person claiming such insurance.

Aggregation with Other Accounts. If you have other retirement funds on deposit with our Bank, the "pass-through" insurance rules may aggregate those accounts with your interest in the Accounts, for purposes of applying the \$250,000 insurance limit. This aggregation is required for deposit accounts of individual retirement accounts, deferred compensation plans and individual account plans over which you have investment control and discretion.

FDIC Rules. The rules currently applicable to FDIC deposit insurance may be obtained by visiting the FDIC website at [www.fdic.gov](http://www.fdic.gov).

## FEATURES OF ACCOUNTS

Access. The Accounts do not provide checking or automated teller machine (ATM) privileges or provide for transfers of amounts on deposit in the Accounts to third parties. Withdrawals from the Accounts will be made by wire transfer or other electronic means on the business day that the withdrawal request is received by the Bank, provided that the request is received by our Bank prior to the close of the Fedwire on that business day or, otherwise, on the next business day.

Deposits and Withdrawals. All deposits to and withdrawals from the Accounts must be initiated by the applicable intermediary. Your intermediary may have its own deadlines for processing deposit or withdrawal requests from a depositor on behalf of whom the intermediary makes deposits to or withdrawals from the Accounts. Those deadlines are governed by the agreement between you and the intermediary.

Minimum and Maximum. There is no minimum deposit or minimum balance requirement for the Accounts. The Bank reserves the right to limit the maximum amount deposited to the Accounts.

Direct Enforcement. If our Bank fails to pay any withdrawal or other amount when required to do so under the terms of the Accounts, a depositor to the Accounts may enforce the depositor's interest in the Accounts as to the applicable required payment directly and individually against our Bank.

## FEES

Our Bank does not charge any account fees for the Accounts. Fees, if any, charged to any depositor to the Accounts by any other party (such as an intermediary or the service providers to your employee benefit plan) are governed by the agreements with that other party. Our Bank may pay certain fees to its recordkeeping and transaction-processing agent, as agreed upon from time to time by us and such other parties. Those fees are part of our Bank's expenses of operation. They are not paid out of the Accounts and do not affect the interest or yield on the Accounts, as disclosed on our website and described above under "Interest and Yield."

For Accounts B, C and Z, we will also make payments, sometimes referred to as "ERISA recapture payments," to the trustee or administrator of each retirement plan whose funds are on deposit in the Accounts, for use in connection with the maintenance of that plan. The ERISA recapture payments do not enhance or detract from the interest rate paid and the Annual Percentage Yield reported with respect to the Accounts. The Bank is not responsible for monitoring or collecting the use of the ERISA recapture payments by the trustee or administrator.

## ABOUT BANC OF CALIFORNIA, NATIONAL ASSOCIATION

Banc of California, National Association, is an FDIC-insured national banking association that delivers a vast array of financial services and products. Our Bank is a wholly owned subsidiary of Banc of California, Inc. (the "Holding Company"). The Holding Company's common stock trades on the New York Stock Exchange under the symbol "BANC."

The Account is an obligation of the Bank and not of the Holding Company or any other affiliate. This Disclosure Statement does not contain financial information with respect to our Bank. Upon request, we will provide copies of our most recent annual report to any current or prospective depositor. If you have any questions or comments, you can call us at 1-877-770-2262 or write to us at Banc of California, N.A., Attn: Customer Care Center, 3 MacArthur Place, Santa Ana, California 92707.

The Holding Company is subject to the information requirements of the Securities and Exchange Act of 1934, as amended, and, in accordance therewith, files annual, quarterly and special reports, proxy statements and other information with the Securities and Exchange Commission (the "SEC"), which may include certain information about the Bank. You may read and copy any reports, statements or other information filed by the Holding Company at the SEC Public Reference Room, 450 Fifth Street, N.W., Washington, D.C. 20549, phone: 1-800-SEC-0330. You may also obtain copies of this information by mail from the Public Reference Section of the SEC, 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549, at prescribed rates, or from commercial document retrieval services. The SEC maintains a website that contains reports, proxy statements and other information, including those filed by the Holding Company, at [www.sec.gov](http://www.sec.gov). You may also access the SEC filings and obtain other information about the Holding Company and the Bank through the Bank's website at [www.bancofcal.com](http://www.bancofcal.com).