



**IMPORTANT INFORMATION
ABOUT YOUR PERSONAL ACCOUNTS**

**TERMS AND CONDITIONS
OF YOUR DEPOSIT ACCOUNTS**

TRUTH-IN-SAVINGS DISCLOSURES

FUNDS AVAILABILITY POLICY

ELECTRONIC FUNDS TRANSFERS

SUBSTITUTE CHECKS AND YOUR RIGHTS

ATM/NIGHT DEPOSIT USER PRECAUTIONS

NOTICE CONCERNING YOUR PRIVACY

**ACCOUNT DISCLOSURES
EFFECTIVE JUNE 2009**

PACIFIC TRUST BANK

TERMS AND CONDITIONS OF YOUR PERSONAL DEPOSIT ACCOUNTS

This Account Terms and Conditions Disclosure contains the rules that govern your account(s) with us, which supercedes all prior deposit account terms and conditions disclosures. Please read it carefully and keep it for your records. We encourage you to compare our prices and services with those of other financial institutions. If you sign your signature card or continue to have an account with us, you agree to these rules and any amendments thereof. You agree to pay the fees we charge and you give us the right to collect any fees, as earned, directly from the account balance. You will receive a separate schedule of rates, qualifying balances and fees if they are not included in this disclosure. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the state of California (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here.

The purpose of this disclosure is to: (1) summarize the existing rules applicable to the more common transactions; (2) establish rules to govern transactions or events which the law does not regulate; (3) establish rules for certain events or transactions which the law already regulates but permits variation by agreement; and (4) give you our funds availability, electronic funds transfer and/or truth-in-savings policy disclosures.

As used in this disclosure, the words "Pacific Trust", "bank" "we", "our", or "us" mean Pacific Trust Bank, a federal savings bank, and the words "you" and "your" mean the owner(s) of this account and any "agent" appointed by or on behalf of the owner(s) to sign on the account in a representative capacity. We reserve the right to waive or reduce certain service fees specified herein for a period of time or based on the account relationship at any time for promotional reasons, but any such voluntary fee waiver or reduction does not alter this agreement.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT – 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 person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

LIABILITY - Each of you agrees for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that we impose. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not covered by this agreement. Each of you also agrees to be jointly and individually liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees. You agree that, if you violate the terms of this agreement, at our option we may suspend or terminate certain account services, or close your account for cause.

DEPOSITS - Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). We are not responsible for transactions initiated by mail or outside the depository until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open. Unless otherwise agreed, you waive any right to receive any original item after it is paid.

WITHDRAWALS - Unless otherwise clearly indicated to the contrary, any one of you who signs the space designated for signatures on the signature card, including any agents, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes each other person signing on the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge against your account a check, even though payment was made before the date of the check, unless you have given us written notice of the postdating and purchase a temporary stop payment order. The fact that we may honor withdrawal requests that overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a non-conforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. Withdrawal from a time deposit account prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty.

ADVANCE NOTICE - We reserve the right to require 7 days advance notice to withdraw or transfer funds from any interest-bearing account. We currently do not exercise this right and have not exercised it in the past.

INSUFFICIENT FUNDS AND OVERDRAFTS - When you don't have enough available funds in your account, including available overdraft protection, to cover a check, draft, pre-approved withdrawal or other debit to your account, we consider this to be an item presented against insufficient funds, also called an NSF transaction. Funds in your account are not available if we determine that they are subject to a hold, dispute or legal process that prevents their withdrawal. If you don't have enough overdraft protection coverage under your approved plans, we either return the item unpaid or pay it and overdraw your account (see below for information on Overdraft Protection Plans). Whether we return or pay the NSF transaction item is solely at our option, and depends on a number of factors, including the amount of the item and the past activity in your account, and, in either case, we will not be liable to you for doing so. There is a fee for each item that is presented against insufficient funds, whether the item is returned or paid (see Schedule of Fees and Charges).

Should we allow an overdraft, we will not be obligated to continue the practice at a later time, nor will we be obligated to notify you of such discontinuance. You are responsible for immediately reimbursing the bank for all overdrafts and returned items, regardless of when or why returned, and for all related fees and charges. Any of these fees/charges may be assessed regardless of the amount of the NSF transaction. Each account owner is jointly and severally responsible for paying overdrafts created, and any fees incurred, by any owner or Authorized Signer(s), whether or not the owner participates in the transaction or benefits from its proceeds.

In the event of an account overdraft position, you agree that you will, WITHOUT DEMAND OR NOTICE FROM US, immediately deposit or otherwise pay the Bank sufficient good funds to eliminate any overdraft and to pay the related overdraft charges, or the Bank may at its option withdraw funds from another of your accounts in the amount of the insufficiency and the overdraft charges. Without limiting the foregoing, if the Bank is otherwise required to pay an amount related to your account (e.g., levy or garnishment), and such creates an overdraft or negative account balance, such overdraft will be subject to the terms herein including, without limit, our right to assess a fee and your obligation to immediately repay any amounts due, including all applicable fees as set forth herein.

If you do not deposit sufficient funds to cover an overdraft by the fourth business day that your account has been continuously overdrawn (counting the day the overdraft first occurs as the first business day), there is an additional fee for each business day that the overdraft continues. (You may have one or two additional calendar days to cover an overdraft under some circumstances. For example, if an overdraft occurs on Wednesday, and is not promptly covered, the daily Continued Overdraft Fee will not begin until the following Monday, unless Monday is a Bank holiday, in which case the fee will begin the following Tuesday.) In all cases, if you make a deposit to your account sufficient to cover the overdraft on a business day at one of our banking offices, at a CU Service Centers location or an ATM before the posted cutoff time, no fee is charged for that business day. See the Schedule of Fees and Charges for the amount of the Continued Overdraft Fee and the maximum number of business days the fee may be imposed.

MINIMUM BALANCE TO MAINTAIN AN ACCOUNT – The minimum balance to maintain your account is \$0.01, unless otherwise stated. In the event your account is less than the required minimum balance, we may close your account without prior notice, unless such notice is required by law.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts.

Individual Account - is owned by one person.

Joint Account - With Survivorship (and Not As Tenants In Common) - is owned by two or more persons. Each of you intends that upon your death the balance in the account will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the “number of signatures” necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal savings, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries; (2) change account types; and (3) withdraw all or part of the deposit at any time.

CUTMA Account - California Uniform Transfers to Minors Act, a custodial account established for minors under the age of 18. Account is owned by the minor with the custodian transacting on their behalf. Established with one custodian and one minor per account.

Corporate, Partnership, and Other Organizational Accounts - We will usually require a separate authorization form designating the person permitted to withdraw and the conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor the authorization according to its terms until it is amended or terminated in writing by the governing body of the organization.

DEPOSIT ACCOUNTS HELD IN IRAs, QRPs AND CESAs – Contributions and distributions may have certain tax consequences under the Internal Revenue Code sections governing Individual Retirement Accounts (IRAs), Qualified Retirement Plans (QRPs) and Coverdell Education Savings Accounts (CESAs). A service fee may be imposed to administer the transfer of funds to another IRA Custodian. A Retirement Plan Annual Trustee Fee will be assessed unless you meet one of the following waiver criteria: (1) You have a combined balance of at least \$25,000 in all of your Pacific Trust Bank IRA Plan accounts (excluding CESAs) on December 31 of the year for which Retirement Plan Annual Trustee Fee is being charged; or (2) You are age 70 ½ or older by June 30 of the prior year. (See Schedule of Fees and Charges).

PLEDGES - Unless you tell us differently in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary, or trust account beneficiary becomes effective. For example, if one joint owner pledges the deposit evidenced by this agreement for a debt (i.e., uses it to secure a debt) and then dies; (1) the surviving joint tenant’s rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise permitted or arranged for, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. We restrict the number of transfers from a savings account to another account, or third parties, to a maximum of six per month (less the number of certain “preauthorized transfers” during the month). Other account transfer restrictions are described elsewhere in this disclosure.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates have been provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. Notice from us to any one of you is notice to all of you.

YOUR RESPONSIBILITIES - You should maintain all statements, receipts, vouchers and check duplicate copies to verify against bank account statements. Periodic statements of account will be mailed to the current address of record. A fee may be charged per history request, photocopy of a periodic statement, an interim statement or printout of account history (see Schedule of Fees and Charges).

CHANGING YOUR ADDRESS - You agree to keep us informed about your current address at all times. Each accountholder is responsible for submitting their own signed Change of Address Request. If you fail to do this, a charge may be made for actual cost of necessary locator services, and an incorrect address fee may be assessed (see Schedule of Fees and Charges).

STATEMENTS - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to perform either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 60 days from when the statement is first made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours.

LEGAL PROCESS - If we're served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant or similar order relating to your account, we must comply. Account reconciliation and research by us, whether at your request, an Internal Revenue Service order, or legal subpoena, will be assessed a service charge. A Levy Processing Fee will be charged for administration of each legal process, IRS or court-ordered levy (see Schedule of Fees and Charges).

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - With this service, we electronically deposit periodic payments - such as salary, pension, Social Security and Supplemental Security Income (SSI) benefits, or other regular monthly income - into your checking, savings or money market deposit account(s). To determine if direct deposit service is available through your employer, contact your payroll or personnel department. To sign up for direct deposit of Social Security benefits, pensions, annuities and other regular monthly income, call us or visit any Pacific Trust Bank office.

If, in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount for our liability to the Federal Government from this account or from any other account you have with us, without prior notice, and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

CU SERVICE CENTERS® - You can perform commonly needed transactions on your Pacific Trust Bank account at CU Service Centers locations and through its affiliated shared service center network locations across the U.S. At CU Service Centers, you can make deposits, withdrawals, transfers, loan payments, loan advances, and balance inquiries on your account. There is no fee for balance inquiries, making deposits or loan payments to your accounts. There will be a service fee assessed on your account for each cash withdrawal, transfer or check cashing transaction you perform at a CU Service Centers location (see Schedule of Fees and Charges). Other services are also available at CU Service Centers, such as sale of Money Orders and Travelers Checks for a nominal charge at time of purchase.

RESTRICTIVE LEGENDS - Some people order checks printed with legends, or write notations, such as "must be presented within 90 days", "two signatures required", or "not valid for more than \$1,000." Our equipment cannot automatically process or review this information, so we may disregard these instructions. We aren't liable for any losses, claims, damages or expenses that result from your placement of these or other notations on your checks.

COLLECTION ITEMS - We accept certain items, such as securities and checks payable in foreign currencies or at foreign locations, on a collection basis only. We normally credit your account for these items only after we receive payment for them, but, if we do credit your account and then don't receive payment, we may debit your account. In addition, we may receive items drawn on your account for collection. Pacific Trust charges a fee for each item processed or presented for collection (see Schedule of Fees and Charges) in addition to any fees that may be charged by the processing/paying banks, and such fees will be deducted from the proceeds of the collection item.

FACSIMILE SIGNATURES - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payments of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen on the signature card or that are filed separately with us, and contain the required number of signatures for this purpose.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any remaining balance the due date for which we properly accelerate under the note.

Our right to repayment does not apply to this account if: (1) it is an Individual Retirement Account or other tax-deferred retirement account; or (2) the debt is created by a consumer credit card transaction under a credit card plan; or (3) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

CALIFORNIA UNCLAIMED PROPERTY LAW - Current regulations require that all Pacific Trust savings and accumulated interest earned thereon will escheat to the California State Controller if the account owner's address is in California, is not available in our records, or is in another State and the State in which the account holder resides does escheat that item, and for a period of more than 3 years the account holder of record: (1) Has not claimed cash interest, paid in or withdrawn funds; or (2) Has not corresponded in writing with us, indicating an interest in the deposits; or (3) Has not otherwise indicated an interest which is evidenced by a memorandum or other record on file with the Bank (example: a pledge of savings as security for a loan). To offset administrative costs associated with account dormancy and required notices of pending escheatment, fees may be charged against the account as permitted by the California Unclaimed Property Law (see Schedule of Fees and Charges).

AGENTS - An agent is someone who you authorize to have access to this account on your behalf. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit. This may be done by allowing your agent to sign on the space as an authorized signer on the signature card, or by separate form (such as a power of attorney). An agent is not an owner of the account. We will allow agents to be appointed only on individual accounts unless each owner of a joint account has executed a separate power of attorney naming an agent. We may refuse to accept an agent, or an agency account.

REPORTING PROBLEMS – You are in the best position to detect problems regarding your account. You must promptly examine your statements and report any problems. If you find your records and ours disagree, contact us immediately at the phone number on your statement. We try to resolve our customer’s problems or disputes as quickly as possible. In most cases, we can resolve a problem by telephone or in a Service Center. If you request, any unresolved dispute or controversy concerning your account relationship with us will be reviewed by us in accordance with Office of Thrift Supervision rules and federal banking regulations.

NON-LIABILITY FOR FAILURES OF OTHER COMPANIES - Effective processing of your financial transactions may depend on the readiness of service providers other than the Bank. Such other service providing companies include, but may not be limited to, originators of payments due you, recipients of payments you make, your Internet service provider (if you have one), and companies that provide your utilities and telecommunications services. To the maximum extent permitted by law, the Bank disclaims responsibility and liability for any delays, disruptions, or failures caused by such other companies.

DISPUTES - Any controversy arising out of this agreement, including all questions of law or fact relating thereto, shall be referred to arbitration before the American Arbitration Association, in accordance with its rules. The board of arbitrators shall convene at a place within the state of California as mutually agreed upon by the parties. If the place cannot be agreed upon, arbitration shall be conducted in San Diego or Los Angeles, California, (whichever is closest to the Bank’s branch at which the account is held). Parties agree that: (a) pursuant to California Code of Civil Procedure, section 1283.1, each party to the arbitration will have the discovery rights described in Code of Civil Procedure section 1283.05, as amended from time to time; (b) Parties will be bound by the decision of the board of arbitrators; (c) judgment upon an arbitration award may be entered by any court of competent jurisdiction; and (d) Parties will submit to the jurisdiction of California. **BY ENTERING INTO THIS AGREEMENT, PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY** in connection with this Agreement and the services. This provision shall not limit or constrain the Bank’s right of setoff or to obtain provisional or ancillary remedies such as injunctive relief.

PACIFIC TRUST BANK TRUTH-IN-SAVINGS DISCLOSURES

REGULAR SAVINGS ACCOUNT

The *Regular Savings* account is a deposit account, not a transaction account, and is best suited for the accumulation of savings that may need to be accessed in the near future. You may open one or more accounts in order to segregate and save funds for special purposes.

Rate information - The interest rate and annual percentage yield may change daily as determined by us.

Compounding and crediting - Interest will be compounded monthly and will be credited monthly. If you close your *Regular Savings* account before interest is paid, you will not receive the accrued interest. See the “Common Terms” section below for additional information.

Minimum balance requirements - The minimum required to open this account is \$25.00. Regular Savings accounts earn interest from the first dollar (there is no minimum balance required to obtain the disclosed annual percentage yield.)

Monthly service fee and minimum balance requirements – To avoid a monthly service fee, you must maintain an average daily balance of \$100 in the account during the month (see Schedule of Fees and Charges). This fee is waived if the primary account owner is under 18 years of age, or the savings account is classified as a CUTMA (California Uniform Transfers to Minors Act) account. Please refer to our fee schedule for information about other fees and charges. Fees, if applicable, could reduce the earnings on the account.

Balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Transaction limitations - During any month, you may not make more than six withdrawals or transfers to another bank account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction, including withdrawals and transfers initiated by check, draft, debit card, if applicable, or similar order to a third party.

HIGH-YIELD SAVINGS ACCOUNT

The *High-Yield Savings Account* is a variable-rate statement savings account with a tiered interest rate structure that pays the depositor higher rates of return on larger savings balances.

Rate information - The interest rate and annual percentage yield may change daily as determined by us.

Compounding and crediting - Interest will be compounded monthly and will be credited monthly. All interest earned will be paid if you close your *High-Yield Savings Account* prior to the end of the interest period.

Minimum balance requirements - The minimum required to open this account is \$1,000. You must maintain a minimum balance of \$500 in the account each day to obtain the disclosed annual percentage yield. No interest is earned on any day the balance in this account is less than the minimum required.

Monthly service fee and minimum balance requirements - To avoid a monthly service fee, you must maintain a minimum balance of \$500 in the account each day during the month (see Schedule of Fees and Charges). Please refer to the schedule for information about other fees and charges. Fees, if applicable, could reduce the earnings on the account.

Balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Transaction limitations - During any month, you may not make more than six withdrawals or transfers to another Pacific Trust Bank account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No transfers from this account may be initiated by check, draft, debit card or similar order to a third party.

CHECKING ACCOUNTS - GENERAL INFORMATION

Checking accounts are transaction accounts. Customers are responsible for maintaining accurate records of their transactions, and ensuring that drafts, ATM or MasterMoney™ Card and other withdrawal requests do not exceed available funds in the account. If, at the time of presentment, insufficient funds to pay an item are available in the checking account and authorized related overdraft savings or loan accounts, a non-sufficient funds fee will be assessed whether the item is actually paid or returned (see Schedule of Fees and Charges).

Minimum initial deposit - An initial deposit of \$100 is required to open a Checking Account, or \$25 if concurrently qualifying for a Personal Line of Credit or initiating Direct Deposit.

Withdrawal restrictions - There is no limit as to the number or frequency of withdrawals from this account. Please refer to Pacific Trust's Funds Availability disclosure for other restrictions that may apply.

Order of Check Withdrawal - Checks and other transactions are processed when they are received by the Bank, and may be posted to the account at any time of day. To minimize the number of potential overdraft transactions, when the Bank receives several checks at the same time, they are posted to the account in order of check amount - from lowest to highest.

Overdraft Protection - Pacific Trust offers two forms of overdraft protection: Loan advances from a Personal Line of Credit or Home Equity Line of Credit; and Transfers from another savings, checking and/or money market deposit account.

- **Overdraft Line Of Credit** - An overdraft line of credit is the recommended form of overdraft protection. Upon application and approval of credit, if sufficient funds are not currently available in the Checking Account, a loan advance may be automatically made on a pre-approved line of credit (up to the credit limit) to pay the draft. There is no fee for a loan advance or limit on the number of advances per month. Overdraft advances are made for the minimum amount required to pay the overdraft.
- **Overdraft Transfer from Another Savings or Checking Account** - With this plan, you authorize the Bank to make transfers automatically from your eligible checking or savings account(s) to cover overdrafts in your checking account. If check payments, transfers, or other form of withdrawals would result in an account overdraft, and funds are automatically transferred per your prior overdraft protection authorization from another checking, savings or money market deposit account, we will impose an Overdraft Transfer Fee in the amount disclosed in our Schedule of Fees and Charges. Transfers from your account are made in the exact amount to cover the overdraft(s) plus the daily transfer fee.
- **Overdraft Transfer Account Priority** - If you authorize overdraft protection transfers from more than one account, you may choose the account order of priority from which the transfer will be made, but in all such cases transfers from an overdraft line of credit will be last in line of priority. Transfers will be made from your first priority account until sufficient funds to complete the required transfer amount are no longer available in that account, then funds will be transferred from the next account in order of priority. This may result in excess account activity, and additional fees may apply. Federal regulations require that each month you do not exceed six overdraft transfers (including certain other forms of withdrawal) from a savings or money market deposit account.

Purchasing Checks - You should use checks that we provide. We offer checks in a number of styles and at various prices. We may subtract from your account any fees for checks you purchase from us. Unless we've approved them in advance, we may refuse to accept checks someone else provides, because our equipment may not be able to read or process them. If you provide your own checks or use checks someone else provides, and our equipment is not able to read or process the checks properly, you are responsible for any resulting costs and losses (see Schedule of Fees and Charges).

Check Safekeeping - Normally your canceled checks are not returned to you. Check image copies are available on request. You may obtain up to two check copies per statement period free of charge. We may charge you a check copy fee if you order more than two copies from any statement. You may have images of all of your canceled checks returned to you with your statement by requesting that service, subject to a monthly service charge (see Schedule of Fees and Charges).

Stop Payment Orders - Stop payment requests must be authorized in writing, and will be charged a per item fee. A stop-payment order must be given in the manner required by law, must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the number, date and amount of the item, and the payee. Our stop-payment cut-off time is one hour after the opening of the next banking day after the banking day on which we receive the item. A stop payment order may be requested orally, but must be followed by a written request within 14 calendar days, or else the stop payment order will be released. All stop-payment orders automatically expire without notice after a period of six months, and must be re-ordered if you desire the period to be extended. Law provides additional limitations on our obligation to stop-payment. We will honor a stop-payment request by the person who signed the particular item, and by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who has signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop-payment, and is subject to a stop payment release fee (see Schedule of Fees and Charges).

Checking Account Termination - Pacific Trust may terminate an account for cause at any time if, in our opinion, checks returned for non-sufficient funds or items deposited and returned unpaid are considered excessive in amounts or frequency, upon declaration of bankruptcy or for any reason due to misconduct, repeated negligence or other account abuse. A notice of account termination will be mailed to the account holder's address of record. Accounts terminated for cause may be reinstated at our sole discretion, provided however that all fees or other amounts owing on the account have been paid.

BASIC CHECKING

Basic Checking accounts are free of monthly service charges or per-check fees, and have no minimum balance requirements to avoid such fees. The *Basic Checking* account does not bear interest. This account is available to individuals for their personal transactions, but is not available for business purpose accounts nor to corporations or other business entities.

SUPER CHECKING

Super Checking accounts earn interest from the first dollar, and includes these complimentary services: Free unlimited ATM withdrawals; One free box of checks per year; Free Notary service; and One free Teller's Check per business day. *Standard fees for these services apply to additional order volumes and to customers without a Super Checking Account.*

Rate information - The interest rate and annual percentage yield may change daily as determined by us.

Compounding and crediting - Interest will be compounded monthly and will be credited monthly. If you close your *Super Checking* account before interest is paid, you will not receive the accrued interest.

Monthly service fee and minimum balance requirements - To avoid a monthly service fee, within the same account owner relationship you must either: (1) Maintain an aggregate savings average daily balance during the month of \$1,000 (including savings, checking, money market deposit, and certificate accounts; but not including any balance maintained in a *Private Account*); or (2) Have a total aggregate outstanding loan balance of \$1,000 or greater as of each month-end. A fee will be assessed each month in which at least one of the above qualifying factors does not apply (see Schedule of Fees and Charges).

Balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

HIGH-YIELD CHECKING

High-Yield Checking has all the convenience and liquidity of a checking account, but earns higher money market interest rates on larger balances. Like our *Super Checking* account, *High-Yield Checking* includes these complimentary services: Free unlimited ATM withdrawals; One free box of checks per year; Free Notary service; and One free Teller's Check per business day. *Standard fees for these services apply to additional order volumes and to customers without a High-Yield Checking account.*

Rate information - The interest rate and annual percentage yield may change daily as determined by us.

Compounding and crediting - Interest will be compounded monthly and will be credited monthly. If you close your *High-Yield Checking* account before interest is paid, you will not receive the accrued interest.

Monthly service fee and minimum balance requirements - To avoid a monthly service fee, within the same account owner relationship you must either: (1) Maintain an aggregate savings average daily balance during the month of \$10,000 (including savings, checking, money market deposit, and certificate accounts; but not including any balance maintained in a *Private Account*); or (2) Have a total aggregate outstanding loan balance of \$10,000 or greater as of each month-end. A fee will be assessed each month in which at least one of the above qualifying factors does not apply (see Schedule of Fees and Charges).

Balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

GREEN ACCOUNT – CLEARING ACCOUNT

The *Clearing Account* is linked with an associated Green Account or Light Green Account home equity line of credit (the "Loan Account") to facilitate borrower account transactions. All deposits (credit transactions) and withdrawals (debit transactions) initially flow through the *Clearing Account*. At the end of each day, all *Clearing Account* transactions are swept to the Loan Account unless the Loan Account has a \$0 balance and the *Clearing Account* has a positive balance. The *Clearing Account* will have a \$0 balance at the end of each day, unless the Loan Account balance is \$0. In that event, funds will remain in the *Clearing Account*.

Customers are responsible for maintaining accurate records of their transactions, and ensuring that drafts, ATM or debit card and other withdrawal requests do not exceed available funds in the *Clearing Account* plus the available credit in the Loan Account. If, at the time of presentment, insufficient funds to pay an item are available in the *Clearing Account* and related Loan Account, a non-sufficient funds fee may be assessed whether the item is actually paid or returned (see your loan documents and our Schedule of Fees and Charges).

Rate Information: This is a non-interest bearing account.

Minimum Balance to Open the Account: There is no minimum balance requirement to open this account.

Account Fees: There are currently no monthly service fees for this account. For additional fees and charges that may apply please see your loan documents and our Schedule of Fees and Charges.

Minimum initial deposit - No initial deposit is required to open a *Clearing Account*.

Clearing Account termination – In the event that your Loan Account is terminated, your *Clearing Account* will be closed or may be transferred to an alternative Pacific Trust Bank checking account service at the customer's option.

The Bank reserves the right to changes the terms and conditions of this account at any time and from time to time.

SAVINGS ACCUMULATION CERTIFICATE

The *Savings Accumulation Certificate* is a time deposit savings plan that rewards regular deposit practices as you accumulate savings in a high-yield variable-interest account over a three-year period.

Term - 3 years from date of account opening.

Rate information - The interest rate and annual percentage yield may change every month based on the 1-year US Treasury Bill yield. The interest rate will never be less than the *Regular Savings* interest rate. The stated annual percentage yield is based on the assumption that interest remains on deposit until maturity. A withdrawal will reduce earnings.

Compounding and crediting - Interest will be compounded monthly and will be credited monthly.

Minimum balance requirements - The minimum balance required to open this account is \$50. You must maintain a minimum balance of \$100 in the account each day to obtain the disclosed annual percentage yield.

Balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Transaction limitations - We may impose a penalty if you withdraw any of the funds before the maturity date. The penalty will equal 180 day's interest for the amount withdrawn. Over the life of the plan, only three early withdrawals may be made. Upon the third early withdrawal request, the account may be closed for cause and the remaining balance will be transferred to a *Regular Savings* account. Any account closure for cause constitutes an early withdrawal from the program, and is subject to the early withdrawal penalty.

Additional deposit requirement - Additional deposits of \$25 or more are required each month. Greater or additional amounts may be deposited at any time, but minimum periodic deposits are required. Missed minimum deposit amounts must be made-up within two months. If funds in the minimum required amount are not deposited for any month during the account's first year, or any consecutive two-month period thereafter, the account may be closed for cause.

Renewal policies - The *Savings Accumulation Certificate* does not automatically renew at maturity. If you do not renew the account or transfer the account balance to another account, your account will no longer earn interest after the maturity date.

PRIVATE ACCOUNT

The *Private Account* is a separate account for Pacific Trust customers. It is a passbook savings account, not a transaction account, best suited for the long-term accumulation or storage of savings which may need to be kept safely and separately in a private account.

Account requirements - A minimum balance of \$25 is required to open and maintain the *Private Account*.

Account receipts, statements and transaction histories - No statements or notices will be mailed to you, unless required by law or regulation under special or unusual circumstances. Receipts provided at the time of each transaction contain current account balance information. Account history statements requested by you in person will be provided without additional cost.

Account inquiries - You may make telephone inquiries regarding your *Private Account* via our Touch-Tone Teller system or by calling our Telephone Banking Center. Positive identification by password or code number is required.

Rate information - The *Private Account* does not earn interest, therefore no earnings information need be sent to you or to the IRS.

Transaction limitations - All transactions must be performed in person by you at a Pacific Trust Service Center. Positive identification is required. There is no limit as to the number or frequency of deposits or withdrawals from this account. No one, other than the accountholder(s), may receive information regarding this account, except as may be required by law or regulation.

Check deposits and delayed funds availability - Checks or other non-cash items will not be accepted for *Private Account* deposit until all payees have properly endorsed the item and have been properly identified to the satisfaction of the Bank. Please refer to Pacific Trust's Funds Availability disclosure for other restrictions, which may apply. If an item deposited into the *Private Account* is returned to us as uncollectable from the paying bank, a service fee will be assessed (see Schedule of Fees and Charges), and the amount of the returned item will be deducted from the account balance. Attempts to telephonically contact you in this regard will be made, but no notice will be mailed.

Monthly service fee and minimum balance requirements - To avoid a monthly service fee, you must maintain an average daily balance of \$100 in the account during the month (see Schedule of Fees and Charges).

MARKET RATE ACCOUNT

The *Market Rate* account is a money market deposit account that offers high yields for those with larger amounts of funds you may need to access in the immediate future.

Rate information - The interest rate and annual percentage yield may change daily as determined by us.

Compounding and crediting - Interest will be compounded monthly and will be credited monthly. All interest earned will be paid if you close your account prior to the end of the interest period.

Minimum balance requirements - The minimum required to open this account is \$2,000. You must maintain a minimum balance of \$2,000 in the account each day to obtain the disclosed annual percentage yield. No interest is earned on any day the balance in this account is less than the minimum required.

Balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Transaction limitations - During any month, you may not make more than six withdrawals or transfers to another bank account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No transfers from this account may be initiated by check, draft, debit card or similar order to a third party.

MONEY MARKET CHECKING ACCOUNT

The *Money Market Checking* account is a money market deposit account which offers high yields for those with larger amounts of funds you may need to access in the immediate future, and provides access to funds via check (up to 3-checks per month).

Rate information - The interest rate and annual percentage yield may change daily as determined by us.

Compounding and crediting - Interest will be compounded monthly and will be credited monthly. All interest earned will be paid if you close your account prior to the end of the interest period.

Minimum balance requirements - The minimum required to open this account is \$2,500. You must maintain a minimum balance of \$2,500 in the account each day to obtain the disclosed annual percentage yield. No interest is earned on any day the balance in this account is less than the minimum required.

Monthly service fee and minimum balance requirements - To avoid a monthly service fee, you must maintain an average daily balance of \$2,500 in the account during the month (see Schedule of Fees and Charges).

Balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Transaction limitations - During any month, you may not make more than six withdrawals or transfers to another bank account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction, including withdrawals and transfers initiated by check, draft, debit card, if applicable, or similar order to a third party.

IRA MONEY MARKET ACCOUNT

The *IRA Money Market* accounts offer high *Market Rate* account yields, but for Individual Retirement Account funds which may need to be accessed in the immediate future. Separate sub-accounts are available for the required segregation of regular IRA funds and Roth, Educational and SEP IRA funds. A special feature of these accounts is that for any day the balance of the account is less than \$2,000, the account will earn our current *Regular Savings* interest rate for that day/statement period.

Rate information - The interest rate and annual percentage yield may change daily as determined by us.

Compounding and crediting - Interest will be compounded monthly and will be credited monthly. All interest earned will be paid if you close your account prior to the end of an interest period.

Minimum balance requirements - There are no minimum balance requirements for this account.

Balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Transaction limitations - Transactions for this account are limited by Federal regulation to those permitted for Individual Retirement Accounts. Funds may be transferred to an *IRA Certificate* account or other authorized IRA plan. Other withdrawal requests are treated in accordance with IRA account distribution regulations. The *IRA Money Market* account has no minimum term or penalty for early withdrawal. The IRS may impose severe penalties, however, for early distributions from IRA accounts. A service fee may be imposed to administer the transfer of funds to another IRA Custodian (see Schedule of Fees and Charges).

INDEXED MONEY MARKET ACCOUNT

The *Indexed Money Market* account is a money market deposit account that offers market-indexed yields for larger amounts of funds you may need to access in the immediate future.

Rate information - The interest rate may change every week so that the account's Annual Percentage Yield ("APY") will equal the most recent 13-week (3-month or 90-92 day) US Treasury Bill auction discount rate.

Compounding and crediting - Interest will be compounded monthly and will be credited monthly. All interest earned will be paid if you close your account prior to the end of the interest period.

Minimum balance requirements - The minimum required to open this account is \$25,000. You must maintain a minimum balance of \$25,000 in the account each day to obtain the disclosed annual percentage yield. No interest is earned on any day the balance in this account is less than the minimum required.

Balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Transaction limitations - During any month, you may not make more than six withdrawals or transfers to another bank account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No transfers from this account may be initiated by check, draft, debit card or similar order to a third party.

MARKET INDEXED ADD-ON CERTIFICATE

The *Market Indexed Add-On Certificate* is a variable-rate time deposit savings account that permits additional deposits and provides a high-yielding return indexed to current market conditions. Early redemption penalties apply.

Term - 12 months from date of account opening.

Rate information - The interest rate may change every week so that the account's annual percentage yield will equal the most recent 13-week (3-month or 90-92 day) US Treasury Bill auction discount rate. The stated annual percentage yield is based on the assumption that interest remains on deposit until maturity. A withdrawal will reduce earnings.

Compounding and crediting - Interest will be compounded monthly and will be credited monthly and upon the maturity date. If you close your *Market Indexed Certificate* account before interest is paid, you will not receive the accrued interest.

Minimum balance requirements - The minimum balance required to open this account is \$500. You must maintain a minimum balance of \$500 in the account each day to obtain the disclosed annual percentage yield.

Balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Additional deposits - Additional deposits of \$25 or more are permitted at any time during the term of the *Market Indexed Add-On Certificate* account. Making additional deposits will not change the maturity date of the account.

Early withdrawal penalties - We may impose a penalty if you withdraw any of the funds before the maturity date. The penalty will equal 90 day's interest.

Renewal policies - The *Market Indexed Add-On Certificate* account will automatically renew at maturity, and you will have a grace period of 7 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

CERTIFICATE & IRA CERTIFICATE TIME DEPOSIT ACCOUNTS

Pacific Trust offers time deposit *Certificate* accounts at various interest rates based on the amount and term of the *Certificate* account. Early redemption penalties apply. Separate IRA *Certificate* accounts are available for the required segregation of regular IRA, Roth, Educational and SEP IRA funds.

Rate information - The interest rate and annual percentage yield may change daily as determined by us, based on the term and amount of the *Certificate* account. Upon opening the account, the interest rate will be established. You will be paid this rate until maturity. The stated annual percentage yield is based on the assumption that interest remains on deposit until maturity. A withdrawal will reduce earnings.

Compounding and crediting - Interest will be compounded monthly and will be credited monthly and upon the maturity date. If you close your *Certificate* account before interest is paid, you will not receive the accrued interest.

Minimum balance requirements - Unless otherwise specified, the minimum balance required to open this account is \$500, and you must maintain a minimum balance of \$500 in the account each day to obtain the disclosed annual percentage yield.

Balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Transaction limitations - Unless otherwise specified, after the account is opened, you may not make deposits into the account until the maturity date specified for the *Certificate* account.

Early withdrawal penalties - We may impose a penalty if you withdraw any of the funds before the maturity date. The penalty will equal 90 day's interest for *Certificates* with original terms of one year or less, 180 day's interest for *Certificates* with terms greater than one year up to two years; and 360 day's interest for *Certificates* with terms greater than two years.

The Bank will waive any early withdrawal penalty on IRA certificate accounts within a Retirement Plan if one of the following exceptions for IRA withdrawals applies: (1) You have reached age 70 ½; (2) You have reached age 59 ½ and are taking a prearranged schedule of systematic payments; (3) Death, disability, or legal incompetence occur; or (4) You convert the CD to a Roth IRA at Pacific Trust Bank.

Renewal policies - Pacific Trust offers *Certificate* accounts that automatically renew at maturity. Refer to your *Certificate* to determine your type of account. If your account will automatically renew at maturity, you will have a grace period of 7 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. If your account does not automatically renew at maturity and you do not renew the account or transfer the account balance to another account, your account will no longer earn interest after the maturity date.

PEACE OF MIND CERTIFICATE

The *Peace of Mind Certificate* is a 3-year adjustable-rate time deposit savings account that allows additional deposits during its first year.

Term - 36 months from date of account opening.

Rate information - The initial interest rate shall be the account's minimum rate. The interest rate may increase annually on the anniversary date, at the discretion of the Bank, to equal the then currently offered *Peace of Mind Certificate* interest rate for the deposit tier corresponding to your account balance (0.25% below the rate then offered by the Bank for 36-month fixed-rate CDs). Annually, the interest rate may adjust upward, but will never go down. The stated Annual Percentage Yield (APY) is based on the assumption that the interest rate remains unchanged, and interest remains on deposit until maturity. A withdrawal will reduce earnings.

Interest accrual - Interest begins to accrue on the business day of your deposit (including deposits of any non-cash items such as checks) until, but not including, the day of withdrawal. Deposits received after 3 p.m. and on a Saturday, Sunday or holiday may not be credited until the next business day.

Compounding and crediting - Interest will be compounded monthly and will be credited monthly and upon the maturity date. You may elect at the time of opening of your account to have the interest either remain on deposit until maturity, paid into another account at the Bank or paid to you by check. If you close your *Peace of Mind Certificate* account before interest is paid, you will not receive the accrued interest.

Minimum balance requirements - The minimum balance required to open this account is \$5,000. You must maintain a minimum balance of \$5,000 in the account each day to obtain the disclosed annual percentage yield. If your balance drops below \$5,000 on any given day, then the interest rate will be reduced to 0.0%.

Balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Additional deposits - Additional deposits of \$1,000 or more are permitted during the first year that the account is open (until the first anniversary/rate adjustment date). Making additional deposits will not change the interest rate or the maturity date of the account.

Early withdrawal penalties - We may impose a penalty if you withdraw any of the funds before the maturity date. The penalty will equal 360 day's interest.

Renewal policies - The *Peace of Mind Certificate* account will automatically renew at maturity, at the then currently offered interest rate. You will have a grace period of 7 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

FLEXIBLE CERTIFICATES OF DEPOSIT

Pacific Trust offers "*Flexible*" time deposit *Certificate* accounts, such as our "*Flex-15*" 15-month CD, at various interest rates based on the amount and term of the *Certificate* account. *Flexible Certificates* allow the depositor a one-time option to transfer the certificate funds into any new Pacific Trust Bank CD at then current published offering rates, with no early redemption penalty. Early redemption penalties apply if funds are withdrawn from the Bank. Separate *IRA Flexible Certificate* accounts are also available for the required segregation of Regular IRA, Roth, Educational and SEP IRA funds.

Rate information - The offered interest rate and annual percentage yield may change daily as determined by us, based on the term and amount of the *Certificate* account. Upon opening the account, the interest rate will be established. You will be paid this rate until maturity or transfer into a new CD for term equal to or greater than the *Flex CD's* original maturity date. The stated annual percentage yield is based on the assumption that interest remain on deposit until maturity. A withdrawal will reduce earnings.

Compounding and crediting - Interest will be compounded monthly and will be credited monthly and upon the maturity date. If you close your *Certificate* account before interest is paid, you will not receive the accrued interest.

Minimum balance requirements - Unless otherwise specified, the minimum balance required to open this account is \$500, and you must maintain a minimum balance of \$500 in the account each day to obtain the disclosed annual percentage yield.

Balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

Transaction limitations - Unless otherwise specified, after the account is opened, you may not make deposits into the account until the maturity date stated on the Certificate.

Early withdrawal penalties - We may impose a penalty if you withdraw any of the funds before the maturity date. The penalty will equal 90 day's interest for Certificates with original terms of one year or less, 180 day's interest for Certificates with terms greater than one year up to two years; and 360 day's interest for Certificates with terms greater than two years.

Renewal policies - Pacific Trust offers Certificate accounts that automatically renew at maturity. Refer to your Certificate to determine your type of account. If your account will automatically renew at maturity, you will have a grace period of 7 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. If your account does not automatically renew at maturity and you do not renew the account or transfer the account balance to another account, your account will no longer earn interest after the maturity date.

COMMON TERMS

Interest accrual — Interest begins to accrue on the business day of your deposit (including deposits of any non-cash items such as checks) until, but not including, the day of withdrawal. Deposits received after 3 p.m. or on a Saturday, Sunday or holiday may not be credited until the next business day.

Proper endorsement required - Checks or other non-cash items will not be cashed or accepted for deposit until all payees have properly endorsed the item and have been properly identified to the satisfaction of the Bank.

Delayed funds availability may apply - Checks or other non-cash items may be subject to holds or delayed availability for withdrawal, as specified in the current version of the bank's Funds Availability Policy.

Returned Deposit Item Fee - If a check or item deposited, cashed, or accepted for loan payment or other purpose by Pacific Trust is returned to us as uncollectable from the paying bank, there will be a service fee assessed (see Schedule of Fees and Charges).

Excessive Transactions - Applicable to all Savings and Money Market Deposit Accounts — Withdrawals or transfers by mail, in person at one of our offices, and through an ATM are unlimited and are not subject to the Regulation D 6-transfer withdrawal limitation. Transfers/withdrawals in excess of the 6-transfer/withdrawal limitations as described above may be subject to a service charge. Additionally, if excessive withdrawals continue to occur, we may either change your savings or money market deposit account to a checking account (with advance notice) or close your account.

Check Cashing Service Fee - A check cashing fee may be charged to those who do not have a Pacific Trust checking account or \$500 in any combination of savings accounts on deposit in total available funds (see Schedule of Fees and Charges).

Withdrawal Restrictions - No one may withdraw deposit holdings pledged as required security on loans, except to the extent that such savings exceed the individual's primary and contingent liability to the Bank, nor below the amount of primary and contingent liability if delinquent as a borrower, co-maker, endorser or guarantor of a bank loan, without the written approval of the Bank.

Federal Insurance of Deposits - Deposit accounts in this Bank are insured by the Federal Deposit Insurance Corporation to at least \$250,000 for each depositor (through December 31, 2013, and may be reduced to \$100,000 on or after January 1, 2014). In addition, your IRA funds on deposit at Pacific Trust Bank are separately insured up to \$250,000 by the FDIC.

Additional or other fees and charges than those stated in this disclosure may apply. Please see the current "Pacific Trust Savings Account Rates" and "Schedule of Fees and Charges" disclosures for further details about these accounts.

PACIFIC TRUST BANK FUNDS AVAILABILITY POLICY

Our Policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 p.m. or on a weekend or holiday, we may consider that the deposit was made on the next business day that we are open.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$100 of your deposit will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail a notice to you by the day after we receive your deposit.

If you will need funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be held for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 11th business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

For new accounts, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive your deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposits meet certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the 11th business day after the day of your deposit.

PACIFIC TRUST BANK ELECTRONIC FUNDS TRANSFERS

These agreements and disclosures govern the use of Electronic Funds Transfers, including the Pacific Trust Bank Automated Teller Machine Card and MasterMoney™ Debit Card ("ATM Card"), the use of HomeAccess personal computer home banking and bill payer services, Touch-Tone Teller phone response system, and Automated Clearing House (ACH) or preauthorized transfers. This takes the place of all prior Funds Transfer agreements.

PACIFIC TRUST ATM AND DEBIT CARDS

By use of an ATM Card with your personal identification number, you authorize us to accept deposits, make transfers and permit withdrawals and advances from or deposits and payments to your accounts with us. All ATM Cards remain the property of the Bank, and are non-transferable. You may use your ATM Card to: (1) Withdraw cash from your savings or checking accounts, or for an advance on your authorized line of credit where applicable. Advances are subject to terms and conditions of any preauthorized loan agreement; (2) Make deposits to your checking or savings accounts; (3) Transfer funds between your checking and savings accounts; (4) Transfer funds from your line of credit account or home equity line of credit account (where applicable) to your checking or savings account; (5) Make payments on your loan accounts, line of credit accounts and home equity line of credit accounts; (6) Learn the balance in your checking or savings accounts; and (7) Pay for purchases at places that have agreed to accept the ATM Card.

Some of these services may not be available at all terminals, and other services may become available. When you use your ATM Card at any electronic terminal operated by another institution or company, the amount, frequency and type of transactions may be subject to limitations or fees imposed by the operator of the terminal, in addition to those disclosed in this agreement.

STARsm or Maestro® Point-of-Sale Purchases - You may use your ATM Card in conjunction with your personal identification number (PIN) to electronically pay for goods and services purchased from participating merchants. Some merchants may also offer cash-back over the amount of the purchase, and may include a service charge in addition to the purchase amount. The daily point-of-sale purchase limit per ATM Card is \$500. This daily limitation does not apply to MasterMoney™ Debit Card signature authorized purchases. If you have only a savings account linked to your ATM Card, it cannot be used to make point of sale purchases.

Limitations On ATM Card Transactions - Cash withdrawals are limited to \$500 per 24-hour period, depending on the available balance in your account. Transfers between or from your checking and savings accounts are limited to the available balance of the account from which money is withdrawn. Point of sale purchase transactions may only access available funds in your checking account.

Fees For ATM Card Transactions and Services - There is no fee for transactions performed at ATM machines owned and operated by us. Such machines are located at various bank offices and other locations, and are clearly identified with the Pacific Trust name. In addition, there is no charge for STARsm or Maestro® point of sale transactions or MasterMoney™ Card purchase transactions. For transactions performed at all other terminals, all ATM deposits, balance inquiries, Savings/Loan transfers and your first five ATM withdrawals per month are free (*customers with a Super Checking Account, High-Yield Checking Account or Green Account Clearing Account may make an unlimited number of ATM withdrawals*). For additional withdrawals and other transactions performed at non-Pacific Trust ATMs through the CO-OP®, Star System®, CIRRUS® or other networks, and for other ATM account services, fees may be assessed (see Schedule of Fees and Charges).

Card Activation – If your ATM Card requires activation, you agree to make a reasonable effort to activate the ATM Card immediately. ATM Cards not activated promptly may be subject to cancellation. You also agree to promptly sign on the portion of the ATM Card designated for this purpose.

Refusal To Accept Card – We will not be responsible for the decision of any other entity or person to not accept the ATM Card for payment or for the acts of others in processing or failing to process any ATM Card transaction, whether valid or fraudulent, except as required by law.

ATM/Debit Card Transaction Holds - When you use your Pacific Trust Bank ATM or Debit Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance. When we do, we commit to make the requested funds available when the transaction finally settles, and may place a temporary hold on your account for the amount requested by the merchant. Until the transaction finally settles, or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes (e.g., to cover checks, ATM withdrawals, or other transactions). Occasionally, a merchant may incorrectly estimate the amount of a transaction or fail to notify us that a transaction has been cancelled (e.g., because you later decide to pay by check). If you incur non-sufficient fund or overdraft charges as a result of erroneous ATM/Debit Card transaction holds, contact the Bank at (877) 441-BANK and we will generally reverse the charges.

INTERNATIONAL TRANSACTIONS - A "Cross-border Transaction" refers to any ATM Card transaction in which the cardholder country code differs from the country code of the merchant. The exchange rate between the transaction currency and the billing currency used for processing international transactions through use of the ATM Card is:

- A rate selected by the card processing system from the range of rates available in currency markets for the applicable central processing date, which rate may vary from the rate the processor itself receives, or
- The government-mandated rate in effect for the applicable central processing date.
- The exchange rate used for a particular transaction on the day the transaction is processed may differ from that applicable to the date the transaction occurred or when it is posted to the cardholder's account.

In addition, a FINANCE CHARGE may be imposed by the debit card or ATM card operating system processing the transaction and added to each international transaction. The amount of the "Currency Conversion Rate" FINANCE CHARGE imposed by MasterCard is currently one percent (1.0%) of the amount of the international transaction. For example, if your international transaction resulted in US \$100, the FINANCE CHARGE would be \$1.00. These charges are subject to current operating rules governing the system through which the international ATM Card transaction is processed, which may change from time to time.

HOMEACCESS ONLINE BANKING

By use of HomeAccess Online Banking and Bill Payment services with your logon access ID and password, you (the "user") agree to the terms and conditions as separately disclosed online within the Bank's HomeAccess Online Banking system and also available on the Bank's web site: www.pacifictrustbank.com. There is no service fee required to use HomeAccess, but other charges related to your account or transactions may apply (see the HomeAccess Online Banking & Bill Payment Agreement and the Schedule of Fees and Charges).

Through a personal computer or other authorized access device, you may use HomeAccess to: Transfer funds between your Pacific Trust accounts; Make a loan, line of credit or home equity line of credit payment by funds transfer; Withdraw available funds and request a check be mailed to you; Get a loan advance from your line of credit or home equity line of credit account; Make inquiries as to the status of your savings and loan accounts and recent transactions; Pay bills; and Perform other services as they may become available. By use of HomeAccess with your personal code number, you authorize us to transfer funds between specified accounts with us in accordance with instructions given by you to HomeAccess, and permit withdrawals to be sent to you and to pay bills to specified payees. All HomeAccess transactions are limited to those within the account terms and conditions herein described and by the rules and regulations governing accounts.

BILL PAYMENT SERVICE

Through HomeAccess, we will process Bill Payment requests only to those payees as the user authorizes and for whom Pacific Trust has the received proper payment instructions. We will not process any Bill Payments if the required transaction information is incomplete or if sufficient funds are not then available. We will withdraw the designated funds from your account for Bill Payment on the date you schedule for payment. We will process your Bill Payment transfer to the payee within one (1) business day of the date you schedule payment.

You must allow sufficient time for payees to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail (5 to 7 business days). We cannot guarantee the time that any payment will be credited to your account by the payee, nor can we be held responsible for any fees, late charges or costs you may incur resulting from your use of the Bill Payment service.

There is no service fee required to use Bill Payment, or restriction on the number of Bill Payments you may request. Certain fees may apply as listed in the online disclosures for insufficient funds transactions, manual re-issue Bill Payment check, deleting a Bill Payment processed but not sent, Bill Payment photocopies, Bill Payment sent via express mail, re-credits to your account, and stop payments.

Bill Payment service users are responsible for the accuracy of the payment information they input on the HomeAccess system, and extreme care should be taken when setting up Bill Payment transactions. Bill Payment items may be misapplied by the payee or returned due to an incorrect user account number, incorrect amount due, incorrect payee, or incorrect payee address. Bill Payment transactions that are returned by the payee will be researched and resubmitted immediately upon correction. User notification of returned Bill Payment items normally will be sent by email.

TOUCH-TONE TELLER PHONE RESPONSE SYSTEM

You may use Touch-Tone Teller to: Transfer funds between your savings and checking accounts; Make a loan payment by funds transfer; Withdraw available funds and request a check be mailed to you; Get a loan advance from your line of credit account; and Make inquiries as to the status of your savings and loan accounts and recent transactions. By use of Touch-Tone Teller with your personal code number, you authorize us to transfer funds between your checking or savings accounts and credit or loan accounts with us in accordance with instructions given by you to Touch-Tone Teller, and permit withdrawals to be sent to you. All Touch-Tone Teller transactions are covered by our rules and regulations governing accounts. There is no service fee required to use Touch-Tone Teller.

RECEIPTS AND STATEMENTS FOR ELECTRONIC TRANSFERS

You can get a receipt at the time you make any transfer to or from your accounts using an electronic transfer machine (ATM). You should retain a copy of the receipt from the electronic transfer machine so you can compare it with your account statements. Touch-Tone Teller transactions will appear on your monthly statement. Depending on the types of accounts you have, you will get a monthly account statement (unless there are no transfers in a particular month). In any case you will get a statement at least quarterly.

Pre-Authorized Credits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (619) 498-0081 to find out whether or not the deposit has been made.

TO STOP PRE-AUTHORIZED TRANSFERS

Right To Stop Payment And Procedures For Doing So - If you have told us in advance to make regular payments out of your account, you can stop any of the payments. Here's how:

<u>Call us at:</u> (619) 498-0081, or (800) 338-3130 8:30 a.m. to 5:00 p.m. PST	<u>or Write to:</u> Pacific Trust Bank P. O. Box 5227 Chula Vista, CA 91912-5227
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in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you for each stop-payment order you give (see Schedule of Fees and Charges).

Notice Of Varying Amounts - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability For Failure To Stop Payment Of Pre Authorized Transfer - If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

YOUR LIABILITY FOR ANY ELECTRONIC TRANSFERS

Tell us AT ONCE if you believe your ATM Card or Personal Identification Number has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe your ATM Card or Personal Identification Number has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your ATM Card or Personal Identification Number without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Personal Identification Number, and we can prove we could have stopped someone from using your ATM Card or Personal Identification Number without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

IF YOU BELIEVE SOMEONE HAS TRANSFERRED, OR MAY TRANSFER MONEY FROM YOUR ACCOUNTS, OR IF YOU BELIEVE YOUR ATM CARD OR PERSONAL IDENTIFICATION NUMBER HAS BEEN LOST OR STOLEN, CALL OR WRITE US AT THE PHONE NUMBER AND ADDRESS LISTED BELOW.

(619) 498-0081, or (800) 338-3130 8:30 a.m. to 5:00 p.m. PST	Pacific Trust Bank P. O. Box 5227 Chula Vista, CA 91912-5227
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IF YOU DISCOVER THAT YOUR ATM CARD OR MASTERMONEY DEBIT CARD HAS BEEN LOST OR STOLEN, IMMEDIATELY CALL US DURING NORMAL WORKING HOURS AT (800) 338-3130, OR AFTER NORMAL WORKING HOURS AND ON WEEKENDS OR HOLIDAYS CALL (800) 754-4128.

Business Accounts and Other Non-Personal Accounts – The Bank may accept on your behalf, payments to your account which have been transmitted through one or more ACHs and which are not subject to the Electronic Funds Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of California as provided by ACH rules.

Our obligations under the error resolution and liability provisions of this Electronic Fund Transfers section, as well as those on the back of periodic statements, and the limitations on your obligations under this section, do not apply to business or other non-personal accounts. The owners of those accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or their receipt of the first statement or notice reflecting the problem, whichever occurs first). Under no circumstances will we be liable for any special or consequential damages involving such accounts. We may process transactions that are initiated by means of a card and/or a PIN for such accounts, even if the transactions are not initiated or authorized by you, unless we are notified in advance that the Card or PIN have been lost or stolen.

Our Liability For Any Electronic Transfers - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance: (1) If, through no fault of ours, you do not have enough money in your account available to make the transfer; (2) If the transfer will exceed your credit limit or the withdrawal limit of your ATM Card; (3) If the ATM terminal where you are making the transfer does not have enough cash; (4) If the ATM terminal or system is not working properly, and you knew about the breakdown when you started the transfer; (5) If circumstances beyond our control (such as fire, flood, or vandalism) prevent the transfer, despite reasonable precautions that have been taken; (6) If your ATM Card has been reported lost or stolen, has expired, is damaged so that the machine cannot read the encoding strip, is inactivated due to 12 months of non-use, is retained by us at your request, or because your Personal Identification Number has been repeatedly entered incorrectly; and (7) There may be other exceptions than those stated in this agreement.

Account Information - We will disclose information to third parties about your account, or the transfers you make, where it is necessary for completing transfers, in order to verify the existence and condition of your account for a third party such as a credit bureau or merchant, in order to comply with government agency or court orders, or if you give us your written permission.

Change in Terms/Termination of Service - We may change the terms or terminate your use of our electronic fund transfer services at any time, with or without cause and without affecting your outstanding obligations under this agreement. We may terminate or suspend your electronic fund transfer service immediately if: (i) any of you breach this or any other agreement with us; (ii) we have reason to believe that there has been or may be an unauthorized use of your account, Card or PIN; (iii) there are conflicting claims to the funds in your account; or (iv) any of you requests that we do so. If you ask us to terminate your account or the use of any ATM card, you will remain liable for subsequent transactions performed by you or any authorized user.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS

Call or write us at the following phone number and address as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed in the statement or receipt.

(619) 498-0081, or (800) 338-3130 8:30 a.m. to 5:00 p.m. PST	Pacific Trust Bank P. O. Box 5227 Chula Vista, CA 91912-5227
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We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

- Tell us your name and account number.
- Tell us the date, type and dollar amount of the transaction or suspected error.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made unless each of you already has an established account with us before this account is opened.

If we conclude that no error occurred, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we use in our investigation.

Business Days - While some Pacific Trust offices may be open for different time periods and on other days, our business days are Monday through Friday from 8:30 a.m. to 5:00 p.m. Holidays are not included.

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at using our secure e-mail system, writing to us at **P.O. Box 5227, Chula Vista, CA 91912-5227**, or by calling us at **(877) 441-BANK**. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect); An estimate of the amount of your loss; An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
 - A copy of the substitute check [and/or] the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check.
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ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
 2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
 3. Compare your records with the account statements you receive.
 4. Don't lend your ATM card to anyone.
 5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
 6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
 7. Prevent others from seeing you enter your PIN by using your body to shield their view.
 8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
 9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
 10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
 11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
 12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
 13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
 14. We want our ATM and night deposit facilities to be safe and convenient for you. Therefore, please tell us if you know of any problem with our facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.
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NOTICE CONCERNING YOUR PRIVACY

At Pacific Trust Bank, maintaining our customer's trust and confidence is important. That's why we want you to understand how we protect your privacy when we collect and use information about you, and the measures we take to safeguard that information.

Privacy Notice - This Privacy Notice contains important information about our information sharing practices. This Notice applies to consumer customers who obtain financial products and services from us primarily for personal, family or household purposes.

Information that We Collect - We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications, surveys, online registrations or other forms;
- Information about your accounts and transactions with us, our affiliates, or others; and
- Information we receive from consumer reporting agencies and other companies that we work with.

Information that We Disclose - We do not disclose or share nonpublic personal information about our customers or former customers with any nonaffiliated third parties, except as permitted by law. This includes companies under contract with us who assist in processing and maintaining your accounts and loans, responses to regulatory and legal requests for information, reporting to credit bureaus, and releases made with your consent. We share your personal information with our affiliated companies, as allowed by applicable laws, to provide you with special offers of products and services. Our affiliates include financial service providers such as our holding company.

Former Customers - If you decide to close your account(s) or become an inactive customer (that is, you become a former customer), we will adhere to the privacy practices as described in this Notice.

Disclosures in Joint Marketing and Servicing Arrangements - We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

Confidentiality and Security - We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Changes to Policies - We may change our practices in this area from time to time, and will let our customers at the time know if this Privacy Notice is changed. This Notice is effective as of September 1, 2002, and it supersedes any earlier Privacy Statements or privacy policy releases you may have received from us.

PACIFIC TRUST BANK

For additional information about any Pacific Trust Bank product or service, please visit one of our Service Centers or call us at:

(619) 498-0081

or

(877) 441-BANK

www.pacifictrustbank.com

