

Deposit Account Agreement & Disclosure Notice of Change

Effective Date: May 09, 2011

The following is a list of changes to the deposit account agreement and disclosure to be effective 05/09/2011. If you require additional information regarding the changes please contact:

Customer Service

(800) 400-6080

Your nearest branch

(800) 355-0512

Visit us online at:

www.calbanktrust.com/contact/



CALIFORNIA BANK
TRUST

CREDITS TO YOUR ACCOUNT AND ORDER OF PROCESSING WITHDRAWALS -

The section entitled "Payment order of Withdrawals" has been replaced with the following:

Credits to your Account and Order of Processing Withdrawals - To help you manage the balance in your account, we provide the following information on how we process transactions to your account. We process credit and withdrawal transactions overnight. We first post deposits and other credits (other than accrued interest) to your account, and then process certain withdrawals (such as debit card transactions, ATM withdrawals, and checks cashed by a teller) in lowest-to-highest dollar amount order. Then, we post all remaining checks drawn on your account in lowest-to-highest check number order. (For non-consumer accounts, we reserve the right to change the order of posting withdrawals without cause or prior notice. Please be aware that a change in order of posting withdrawals can cause the number of overdrafts or returned items, and resulting service fees, to increase.)

Payment or Refusal of Transaction that Would Overdraw your Account -

(1) Account with an Overdraft Protection Plan (such as Money Reserve and Account Overdraft Protection Service plans).

If you have an overdraft protection plan for your account, we will pay any transaction that overdraws the balance of available funds your account (an "Overdraft Transaction") in accordance with the terms of your plan (subject, however, to limits on amounts available to you under your plan). We will not charge any service fees to your account if they are not allowed under the terms of your plan, but the plan itself may charge you a separate fee.

(2) Account without an Overdraft Protection Plan.

If you have no overdraft protection plan for your account, we may pay your Overdraft Transactions according to the following rules:

(a) If you have enrolled in our Courtesy Approval® Service: We may, in our discretion, pay any Overdraft Transaction. When deciding whether to pay an Overdraft Transaction, we consider factors such as how long your account has been open, the balances you have maintained in the account, your past overdrafts, and the amount your account will be overdrawn if the Overdraft Transaction is paid. This means that (i) we do not promise to pay any Overdraft Transaction and (ii) if we do pay one, we have no obligation to pay any other Overdraft Transaction at any other time. Each time we pay an Overdraft Transaction, we will charge your account (i) an insufficient funds fee and (ii) if your account remains overdrawn a specified number of days, separate overdraft service fees. Overdraft service fees may be imposed daily. (Please see the separately provided fee schedule, as amended from time to time, for the fee amounts and when overdraft service fees begin accruing).

(b) If you have not enrolled in our Courtesy Approval® Service: We may, in our discretion, pay any Overdraft Transaction, considering factors such as those described in the preceding paragraph. It is our policy, however, to routinely decline to pay any Overdraft Transaction that is an ATM or point-of-sale debit card transaction. Each time we pay an Overdraft Transaction, we will (except for ATM and point-of-sale debit card transactions in consumer accounts governed by Regulation E) charge your account (i) an insufficient funds fee and (ii) if your account remains overdrawn a specified number of days, separate overdraft service fees. Overdraft service fees may be imposed daily. (Please see the separately provided fee schedule, as amended from time to time, for the fee amounts and when overdraft service fees begin accruing).

(3) Insufficient Funds Fee on all Accounts, with or without an Overdraft Protection Plan or Courtesy Approval® Service, whether the Overdraft Transaction is Paid or Refused:

We charge an insufficient funds fee to your account for each Overdraft Transaction, regardless of whether we pay or refuse to pay that transaction (unless the transaction was an ATM or point-of-sale debit card transaction in a consumer account governed by Regulation E). For example, we will charge an insufficient funds fee if we return a check unpaid because your account lacked sufficient available funds. We charge the insufficient funds fee for Overdraft Transactions that we refuse to pay, even if you have requested us to not pay transactions that would overdraw your account. When we pay an Overdraft Transaction, our insufficient funds fee is in addition to any overdraft service fee. (Please see the separately provided fee schedule, as amended from time to time, for the fee amounts and when overdraft service fees begin accruing).

We encourage you to keep careful records of your account transactions and practice good account management. You should be aware of the "available" funds in your

account, which may not include the full amount of recent deposits (see the section of this Agreement entitled "Your Ability to Withdraw Funds") or any amounts that we have placed on hold (e.g., due to garnishments or account disputes). You should always also be aware of all of the withdrawal transactions that you have initiated but that may not have posted to your account. For example, a check that you write may not post to your account for many days. On point-of-sale debit card transactions, we will place a three-day hold on funds in your account based on preliminary information that we receive electronically from the merchant. The hold lowers the amount of available funds in your account. If we do not promptly receive the final transaction information from the merchant, the hold may expire before the transaction finally posts. In that event, the available funds balance will appear to be higher than it actually is.

These are just examples of different circumstances that could affect the balance of your account. Being aware of how much you spend, and by what method (check, debit card, etc.) will help you to avoid initiating withdrawal transactions that will cause you to incur overdraft service fees. If you would like to receive a copy of our schedule of service fees or if you would like further information on our overdraft protection plan options, please contact us at (800) 355-0512 or www.calbanktrust.com at your convenience.

OVERDRAFTS -

The section entitled "Overdrafts" has been replaced with the following:

Overdrafts – We may, in our discretion, honor checks, debits, payment orders and other withdrawal requests that overdraw the balance of available funds in your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. Subject to the rules in this Agreement's section entitled "Payment or Refusal of Transactions that Would Overdraw your Account," we may charge insufficient funds fees and overdraft service fees for overdrafts. Overdraft balances are due and payable immediately upon creation. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and (if applicable) overdraft service fees.

ACH AND WIRE TRANSFERS -

The section entitled "ACH and Wire Transfers" has been amended with the following:

Unless we agree otherwise in writing, any authorized signatory on your account shall have authority to request wire and ACH transfers on that account. If you have entered into a specific wire transfer agreement or ACH agreement with us, the provisions of such agreement shall in all respects be deemed applicable to any wire or ACH transfer instructions initiated by an account signatory, even if that account signatory has not been specifically identified in such wire or ACH transfer agreement as a person authorized to request wire or ACH transfers. The provisions contained in this Agreement supplement, but do not contradict, the provisions of any such wire or ACH transfer agreement.

DORMANT ACCOUNTS -

A New section entitled "Dormant Accounts" has been added with the following:

Dormant Accounts - We may consider the account dormant if there has been an extended period without any client-initiated activity. The period of inactivity, and any set fees if applicable, is set forth in the fee schedule. Interest may not be paid on dormant accounts and we may impose any applicable service charges. We can close any account at any time. It is our policy not to reverse service charges or re-credit interest if a dormant or closed account is subsequently reactivated or reopened.

NIGHT DEPOSIT FACILITIES -

A New section entitled "Night Deposit Facilities" has been added with the following:

Night Deposit Facilities - Terms of Use; When "Deposit" Occurs. You assume all risk arising out of or in connection with your use of Bank's night depository facilities. You agree that our night deposit facilities are made available as a convenience, and that the Bank does not insure and is not required to maintain insurance on its night depository facilities, contents therein, or property that you place into the night depository facilities. We can at any time, in our discretion and without prior notice, withdraw your permission to use our night depository facilities. If we determine in our discretion that you use our night depository facilities on more than an occasional basis, we may require you to sign a separate night depository agreement with supplementary terms as a condition to permitting your further use.

You agree that no "deposit" or bailment occurs, and no relationship of debtor (us) and creditor (you) arises, from your use of our night depository facility until an employee of Bank actually removes your Instruments for Deposit from the night depository facility

and deposits them to your account during our business hours. If an amount listed on your itemized deposit slip does not agree with the deposit amount calculated by Bank, the Bank's findings and records of the property received and deposited will be conclusive and binding.

You agree to indemnify and hold Bank harmless from and against any and all claims, demands, actions, proceedings, judgments, losses, damages, counsel fees, court costs, payments, expenses and all liabilities whatsoever, which Bank at any time shall or may sustain or incur by reason of use of our night depository facilities by you or your employees or agents, except to the extent that any losses can be attributed to Bank's own gross negligence or willful misconduct. Under no circumstances shall Bank be liable or responsible for any property other than Instruments for Deposit that you place into our night depository facilities.

BUSINESS ORGANIZATION, OR PROPRIETORSHIP ACCOUNT, OR ASSOCIATION ACCOUNT -

The section entitled "Business Organization or Association" has been amended with the following:

Business Organization or Proprietorship Account, or Association Account. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity. You represent and warrant that any account opened for or in the name of a business organization (including but not limited to a corporation, limited liability company, or partnership), proprietorship, or association is not established, maintained or used for personal, family or household purposes, and shall not otherwise be characterized for any reason as a "consumer" account.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT -

The section entitled "Legal Actions Affecting Your Account" is amended to clarify that recoverable "fees or expenses that we incur in responding to any legal action" include, without limitation, attorneys' fees, our internal expenses, and any document production or discovery charges incurred and not paid by third-parties.

LIABILITY -

The section entitled "Liability" is amended to clarify individual liability "for any account shortage, including accrued interest resulting from charges or overdrafts, whether caused by you or another with access to this account."

NOTICE OF CHANGES IN TEMPORARY FDIC INSURANCE COVERAGE FOR TRANSACTION ACCOUNTS -

All funds in a "noninterest-bearing transaction account" are insured in full by the Federal Deposit Insurance Corporation from December 31, 2010, through December 31, 2012. This temporary unlimited coverage is in addition to, and separate from, the coverage of at least \$250,000 available to depositors under the FDIC's general deposit insurance rules.

The term "noninterest-bearing transaction account" includes a traditional checking account or demand deposit account on which the insured depository institution pays no interest. It also includes Interest on Lawyers Trust Accounts ("IOLTAs"). It does not include other accounts, such as traditional checking or demand deposit accounts that may earn interest, NOW accounts, and money-market deposit accounts.

For more information about temporary FDIC insurance coverage of transaction accounts, visit www.fdic.gov.

