

It's a privilege
to serve you.

Our services are provided
in the following markets:

SAN FRANCISCO
LOS ANGELES
SANTA BARBARA
NEWPORT BEACH
SAN DIEGO
SEATTLE
PORTLAND
LAS VEGAS
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GREENWICH
NEW YORK

Executive Offices
111 Pine Street
San Francisco, California 94111
Tel: (415) 392-1400
Toll Free: 1-800-392-1400
Fax: (415) 392-1413

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Member FDIC



Business Account Disclosure and Agreement

NOVEMBER 2009



FIRST REPUBLIC BANK
It's a privilege to serve you®

A DIVISION OF BANK OF AMERICA, N.A.



Personal Service
 Flexibility
 Quick Decisions
 Experience
 Responsiveness



Welcome to First Republic Bank. Thank you for opening an account with us.

This Account Disclosure and Agreement is designed to explain, in detail, First Republic’s accounts and how they work for you. Please take a moment to become familiar with its contents.

Our experienced bankers are ready to answer your questions and assist you with your financial needs.

We appreciate your business and are committed to keeping you a satisfied client for many years to come.



First Republic Bank
 Business Account Disclosure
 and Agreement

November 2009

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Terms and Conditions

This Account Disclosure and Agreement (“Agreement”) describes the terms of each of your business deposit accounts with First Republic Bank, a Division of Bank of America, N.A. **It is important that you carefully review this Agreement and keep it for later reference because it contains important information about your accounts, important terms and agreements by First Republic Bank that can be enforced by you, and important terms and agreements by you that can be enforced by First Republic Bank.**

By opening a First Republic Bank account and executing a signature card, you are agreeing to our account rules and regulations, to the terms and provisions of the applicable account documents, and to all the following terms and conditions that are now in effect or hereafter amended.

You also agree to use the forms approved by us, and we reserve the right to return any other form or order incompletely or defectively drawn.

In this Agreement, the words “you” and “your” refer to the accountholder and the words “we,” “our,” “us” and “the Bank” refer to First Republic Bank.

The term “business days” refers to any weekday. Saturdays, Sundays, and public holidays are excluded. All days referenced in this Agreement mean calendar days unless otherwise noted.

Unless otherwise specified, times are local time in the state where the Preferred Banking Office (“Office”) is located.

This Agreement does not apply to any account you maintain for your personal, family or household use. Please refer to the First Republic Bank Consumer Account Disclosure and Agreement for the terms, conditions and disclosures that relate to those accounts.

You understand and agree that federal and state statutes and regulations applicable solely to accounts maintained primarily for personal, family or household use do not and will not apply to your business deposit accounts, even if you receive notices or disclosures pertaining to or describing the rights available under such laws. For example, the rights made available to consumers under the Federal Electronic Fund Transfer Act (Regulation E) will not apply to accounts covered by this Agreement even

though notices regarding those rights may appear on the reverse of your monthly account statement.

Deposits to and withdrawals or transfers from an account can be accomplished through a number of methods, including checks, drafts, electronic funds transfers, and transfers initiated over the telephone, by wire, automated clearing house (“ACH”) or through written instructions. All such vehicles are collectively referred to in this Agreement as “checks,” or “items.”

If any provision of this Agreement is found to be unenforceable, all remaining provisions will continue in full force and effect. We may permit some variations from this standard Agreement, but we must agree to any variation in writing either on the signature card or in some other document.

To avoid possible fraud or other problems with your account, all documentation you provide to us in connection with establishing your account must be in a form satisfactory to us.

ACCOUNT ADDRESS

You will keep us informed of your current mailing address. Any change of address must be done in writing by at least one accountholder. Any notice to or from any accountholder will be effective for all accountholders except as stated in this Agreement in connection with disputes. You agree that any notice, including notices of interest rate changes, changes of the fees and charges imposed by us, and any other notice we send you, will be effective if sent to the last address you furnished to us. If a notice or other correspondence is sent to your address according to our records, and is returned by the postal service as undeliverable for any reason other than our failure to pay proper postage, we need not send future notices to you until you have furnished us with a new address. You agree to be bound by any notice not sent to you because previous mailings were undeliverable.

ACCOUNT RECLASSIFICATION

For regulatory accounting purposes, we may, at our discretion, classify checking accounts as two sub-accounts: a checking sub-account and a savings sub-account. All of the provisions of the Agreement apply to the account as a whole without references to the sub-accounts, except as provided in this section. If your checking

account earns interest, the interest rate will apply to both sub-accounts. If your checking account does not earn interest, no interest will be paid on either sub-account.

We may transfer funds between the sub-accounts. We record these sub-accounts and any transfers between them on our internal accounting records only.

ACCOUNT STATEMENTS

If you have an account where we provide either a monthly or periodic account statement, you must examine your statement and any enclosures, and notify us in writing within 30 days after we have made your statement available to you, of any irregularities, including forged endorsements, unauthorized signatures or alterations, or we will not be liable for such irregularities. Note that you have a shorter 14 day period within which to notify us in writing if an unauthorized signature or alteration on a check has been made by a person who previously made an unauthorized signature or alteration on a check or other item that was paid against your account. If you do not so notify us we will not be liable to you for subsequent unauthorized transactions on your account by the same person.

ACH

ACH Items — We may send or receive debit or credit items affecting your account which are subject to automated clearing house (“ACH”) rules or the Uniform Commercial Code. You understand that any such item will be processed in accordance with the laws, regulations, rules, guidelines and operating circulars which apply to the item due to the method of transmission/delivery of the item to or from the Bank and agree to be bound thereby.

ACH Provisional Payment Rule — Under ACH rules, transfers of funds sent through an ACH system are provisional. This means that they may be revoked prior to final settlement. You understand that your agreement to the ACH rules and the terms of this Agreement allows us to reverse any deposit to your account if the deposit was based on a provisional transfer through an ACH and we do not receive final settlement of the transfer, regardless of the reason (if this happens, the person who sent the funds to you will be deemed not to have paid you), and that you agree that we need not send you a

separate notice regarding a reversal of a deposit, although we may do so. In any case, you will be notified of the deposits and reversals on your account statement.

Notice of Receipt of Payment — Whether a deposit is received for your account under the ACH rules or by wire transfer outside of the ACH rules, you agree that we are not required to give notice to you of the deposit other than by showing the deposit in your next regular deposit account statement, even if the ACH or wire transfer rules would otherwise require such a notice, and that no interest liability will arise under California Commercial Code Section 11404(b) even if no special notice is sent to you.

APPLICABLE LAWS

Accounts are subject to all laws, rules, and regulations governing such accounts as shall be in effect from time to time.

CHANGES TO ACCOUNT TERMS

The terms of this Agreement and those in other disclosures and forms signed by you or furnished to you may be changed at any time by us. We may do so without prior notice unless otherwise required by law. Any such notice will be provided as required by law.

CHECK FORMATS

Checks may be ordered from a supplier that we recommend or one of your choice. If checks are ordered from a supplier that we did not recommend, the checks may be nonconforming checks, that is, ones that do not meet our format or encoding requirements. At our sole discretion, a nonconforming check may not be honored and may be returned unpaid by us, with a nonconforming check fee being imposed.

CHECK TRUNCATION

In lieu of returning each of your paid checks, we will provide a copy of the front of each check, the check number, amount and date of payment in your account statement. If the checks are not returned to you, the front and back of each check item processed and paid against your account is copied by microfilm or by other means. As soon as the check is copied, the original may be destroyed. Unless the laws governing your account

require a longer period, we retain the copies for a period of seven years from the date the check item is charged against your account. We will furnish a copy of an item within a reasonable time after we receive your request, provided that the request is made within the retention period for that item.

CHECKS MORE THAN SIX MONTHS OLD

We will not be liable if we choose to pay or accept for deposit, or refuse to pay or accept for deposit, any check presented more than six months from the date written on the check, whether or not the check may have been subject to a stop payment order which has expired by the time the check is presented to us. If you wish to assure that a stale check is not paid, you must renew stop payment orders on the item at six month intervals.

CHEXSYSTEMS®

We use ChexSystems to verify the previous bank account relationships of applicants for accounts. If an account is declined based on adverse information received from ChexSystems, the applicant may request in writing that ChexSystems send a copy of the information to the applicant for review. Requests, including name, address, social security number, and signature, should be sent by phone, fax or written correspondence to:

ChexSystems, Attn: Consumer Relations
7805 Hudson Rd., Suite 100
Woodbury, MN 55125
Consumer Relations: Phone: 1-800-428-9623 or
Fax: (602) 659-2197

We also report accounts to ChexSystems when an account is closed for improper or unsatisfactory activity.

CORRESPONDENCE

To the extent permitted under applicable law, any written correspondence you send to us will not be effective until we have received it and have had a reasonable opportunity to act on it.

Any written correspondence we send to you will be effective and deemed delivered when mailed to you at your address as it appears on our records.

If you have agreed to receive information or documents from us electronically (“Electronic Records”), the

Electronic Records are sent by us, and received by you, when either (1) the Electronic Records are transmitted to an email address you have given us for that purpose, or (2) the Electronic Records are posted to a website and an email is transmitted to an email address you have given us for that purpose notifying you that the Electronic Records are available for access. If you have agreed to receive information or documents from us electronically, you will notify us immediately if your email address changes or you cancel your email service. Until you give us notice, we may continue to send Electronic Records to your email address we have on file.

CREDIT REPORTS

We reserve the right to obtain, from time to time, verifications and reports on you, your accounts and financial affairs, such as credit bureau and account status reports on your business and all signers named in connection with the applicant. Should the information obtained from any such verification or report cause us to deny the application for an account or to take any other action with respect to an account, you authorize us to communicate to any co-applicant and to any co-owner, director, or officer of the business that the denial was based in whole or in part on such information.

CUTOFF HOUR

The cutoff hour for deposits is 4:00 p.m. local time on any business day. Any transaction initiated after the cutoff hour, or any time on a Saturday, Sunday, or a holiday when we are open, is credited the following business day. We reserve the right to extend the cutoff based on location; the cutoff time will be posted in each Office.

DEATH OR INCAPACITY OF DEPOSITOR

You understand that we may pay checks or permit withdrawals on your account after the legal incapacity or death of any owner or authorized signer on your account unless we know of the incapacity or death, and, to the extent permitted by law, we may pay items or permit withdrawals even after we learn of the death or incapacity, or we may refuse to honor items if we have reason to believe they are not properly authorized.

DEPOSITS

All deposits other than cash will be accepted by us subject to actual collection. We may in some cases give

immediate credit for the item. In other instances, we may put a “hold” on a deposited item to allow for the time we expect it will take to collect the item from the financial institution upon which it is drawn. (If a hold is placed on a deposit, you will be notified and advised of the length of the hold. You will not be able to withdraw a deposit being held until the hold is released. Please refer to the “Holds and Funds Availability” section in this Agreement for details.) We also reserve the right to accept items on a collection basis only, in which case the item will not be considered deposited to your account or available for withdrawal unless and until we receive actual payment of it.

You authorize us to endorse and collect any item payable to you or your order, whether or not you have actually endorsed the item and whether the item is deposited to your account or if we cash the item for you. This authorization also applies if you improperly endorse any item payable to you or your order.

You understand that while the banking system is quite efficient, items are sometimes lost or delayed in transit and mistakes sometimes occur. We will exercise ordinary care when we handle your deposit or an item that we have cashed for you. However, we will not be responsible if the item is delayed or lost in transit after it leaves the Bank, or if the item is lost by us despite our maintenance of a processing, tracking and filing system designed to eliminate or substantially control such losses or if the item is lost by another bank, clearing house or transit operator attempting to collect or transport the item for us on your behalf.

You also authorize us to reverse any deposit credit given to your account and to charge your account in connection with an item we have cashed for you if the item is not paid by the institution on which it is drawn (whether or not you have been allowed to withdraw the funds) or the person who drew the item or any other person or financial institution with an interest in the item claims that any required endorsement on the item (such as that of a co-payee or previous payee) is forged, unauthorized or missing or that the item has been altered.

In an effort to reduce your administrative burdens associated with any deposited or cashed items that may be dishonored by the institution upon which they are drawn, unless you expressly instruct us to the contrary, we may attempt to collect the item for you a second time. If we do

so, we may place a hold on your account for the amount of the item while we are attempting to collect it a second time. If there are not sufficient funds in the account the item was deposited into, we may hold funds and recover the amount from any other account you may have with us. You agree that we need not inform you of the return of the item unless it is again returned to us dishonored.

We reserve the right to refuse any deposit you want to make if it does not conform to our standards for deposits or if we have a limitation on the size of any account balance for the type of account you have.

DEPOSIT ERROR CORRECTION

When we receive your deposits, whether cash, check or other item, we may provisionally credit your account for the amount you declared on the deposit slip, subject to later verification by us. If we later determine that the amount declared on the deposit slip is incorrect, your account will be adjusted (debit or credit) at that time.

DISPUTES

Sometimes we are brought into the middle of a dispute over who is authorized to direct us with respect to an account, or a dispute between the account holder and others claiming to be owners or persons entitled to control or withdraw funds from an account. When this happens, we may choose any of the following courses of action:

- Ignore any instructions that conflict with the terms of the signature card for the account unless all account holders sign the instructions.
- Freeze the account, either temporarily or permanently, until all signers agree with the instructions.
- Close the account.
- Deposit the account balance with the court in connection with an interpleader action we bring or in response to a court action naming us as a party. The court would decide who is entitled to the funds. If we make an interpleader deposit with the court, the court will be asked to award us costs, including attorney’s fees, for the lawsuit. The law provides that this award is payable out of the deposit.

- Take any other action we believe to be reasonable under the circumstances. These actions include, but are not limited to, any specific procedures that may be available under a law or regulation.

You agree you will not hold us responsible for, and to indemnify and defend us against, damages that may result from any decisions we make in regard to the dispute.

ELECTRONIC PRESENTMENT OF CHECKS

When you write a check to a third party, such as a merchant, that party or its depository institution may present that check electronically for payment instead of sending us the paper check. When we receive these checks in electronic form, they are debited against your account as if we had received the actual paper check. Images of checks presented electronically are not available, but the debits are shown on your statement by check number and amount.

FACSIMILE SIGNATURE

If you use a facsimile signature or other form of mechanically reproduced signature (“Facsimile Signature”), any such Facsimile Signature shall be effective as your signature or endorsement, regardless of by whom or by what means the Facsimile Signature may have been affixed. You have the sole responsibility for maintaining security of the Facsimile Signature and the device by which the Facsimile Signature is affixed. You shall bear the entire risk for unauthorized use thereof whether or not you are negligent.

You must immediately notify us in case of any loss, known misuse or compromise of your Facsimile Signature in writing. We may rely on any Facsimile Signature until we have acknowledged receipt of such written notice.

You agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney’s fees) we may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such Facsimile Signature or the device by which it is affixed.

GENERAL LIABILITY

You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses, including attorney

fees, which we may incur as a result of any dispute or legal proceeding involving your account. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you or to bill you separately. This obligation includes disputes or where any action taken on your account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against, and expenses incurred by us.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law (Section 326 of the USA PATRIOT Act) 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 for your name, physical 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. To avoid possible fraud or other problems with your account, all documentation you provide to us in connection with establishing your account must be in a form satisfactory to us.

INACTIVE ACCOUNTS

Principal balances and interest on your accounts will be turned over to the applicable state authority when you have not met the legal requirements for account activity for more than three years (in California, Connecticut, Massachusetts, and Nevada) or five years (in New York). This does not apply to funds held in an IRA unless, under the terms of the account or plan, distribution of all or part of the funds would be mandatory.

We will not discontinue any interest on any funds because of inactivity but may impose a service charge as authorized by applicable law.

We will always make a written effort to notify the owner at the last mailing address in our files at least 6 months before the time funds will be turned over to the state.

Funds that are transferred to the state can be reclaimed from the applicable state authority. The owner will be required to establish proof of ownership before payment can be made.

INFORMATION ABOUT YOU AND YOUR ACCOUNT

You understand that in addition to information furnished pursuant to legal process, some information about your account may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. We may also provide information about your account to persons or companies we believe would use such information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify an item you have written. In addition, we routinely inform credit bureaus when we close accounts because they were not handled properly. We may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information when you apply for or open an account with us.

INTEREST

Interest bearing accounts will begin to earn interest no later than on the day we receive provisional credit for a deposited item as the item goes through the collection process. Interest paid on such deposits is subject to reversal if the item is not ultimately paid.

Because the rates payable on our interest-bearing accounts and the methods used to calculate interest are subject to change from time to time, these details are not included in this document. A copy of the current interest rate schedule, which contains all of the details about interest not discussed in this document, will be supplied when you open your account, is available at each Office, and on our website at www.firstrepublic.com.

We adjust the interest rates payable on deposit accounts as market conditions change from time to time. You agree that we may change the interest rates payable on your deposit. You agree that changes may also be made

in the way interest is calculated. You will be given notice of any of these changes only if the law requires it. You should check with us as frequently as you think is important to assure that the rate we are then paying on your account is acceptable to you.

This agreement to calculation and rate changes does not apply to fixed rate time deposits during the term of the deposit. If your fixed rate time deposit is subject to renewal, we may change the rate and any calculation method as of a maturity/renewal date upon advance notice to you. If you do not approve of the change, you can withdraw your deposit at maturity, without penalty.

LEGAL PROCESS

You understand that we are required to honor any properly served execution, attachment or other levy on your account by holding the attached amount for, or paying the levied amount to, the levying officer, or by complying with any properly served order issued by a court or governmental agency, such as a taxing authority. Additionally, subpoenas, search warrants and other legal processes may compel disclosure of information about your account or any other business you may have with us.

You agree to pay our service fee for processing these court or governmental directives, in accordance with the then effective "Schedule of Fees and Related Charges for Business Accounts." However, should we recover fees from the party who has caused the process to be served upon us, that amount will be credited toward this service fee.

NOTIFICATION OF WITHDRAWAL

We reserve the right to require you to provide at least 7 days' notice prior to withdrawal or transfer of any funds from any savings or interest-bearing checking account. If we exercise this right, we would do so on a 7 day basis, and a written request for withdrawal or transfer of funds would constitute the beginning of the notification period. It is unlikely, however, that we would require this notice.

OTHER AGREEMENTS

Certain services we offer, such as those relating to wire transfers, ACH transactions, deposits made through our night depositories, etc., are performed under additional

agreements. When there is an additional agreement that applies to a service you are using, both that agreement and the terms in this Agreement will apply to your account and our services. If there is a conflict between this Agreement and the special agreement, the terms in the special agreement will govern.

OVERDRAFTS OF INSUFFICIENT OR UNCOLLECTED FUNDS

If your account is overdrawn because we are unable to collect a deposit you have made to your account, because we have not yet collected one or more of your deposit items, because we intentionally or unintentionally pay an item when your account is overdrawn, or because your account has insufficient funds or for any other reason, in addition to paying our service charge for overdrafts, you agree to pay us the amount of the overdraft immediately upon our demand. You agree that any overdrafts and related fees may be repaid out of any subsequent deposit to your account or set off against such a deposit. You agree to reimburse us for any losses that we may incur from collecting any overdrafts from you. You understand that we have no obligation to allow you to overdraw your account unless you have a separate overdraft agreement covering the amount of the overdraft. Our honoring of one or more overdrafts does not obligate us to honor any future overdrafts, and you should not rely on us to honor an overdraft even if we have done so in the past.

POST-DATED ITEMS

Portions of our payment system have been automated to facilitate the efficient and economical processing of a large number of items each day. As a result, we are unable to assure that we will refuse payment of a post-dated item before its stated date. You agree to notify us, in writing, before you issue a post-dated item, so that we can watch for it. Your notification must clearly describe the item so that we can arrange to have its automated system identify the item for special handling. You may be required to pay a special handling fee, similar to a stop payment order fee, to compensate us for performing these extra services. If you fail to provide notice, you authorize us to pay or to refuse to pay the item before its stated date, at our option.

RIGHT TO CLOSE

We reserve the right, at our sole discretion, to refuse to open or renew an account or accept further deposits in

any account. We also reserve the right, at our sole discretion, to terminate a deposit relationship at any time, for any reason or without cause, upon notice to you. We need not advise you of the reason for taking this action. If we close your account, we may issue a single cashier's check for the account balance, subject to any right we may have under any security agreement covering the account or our right of set off.

We automatically close most accounts when the account balance is \$0. We will not give advance notice of such closure.

SET OFFS

The law permits us, in certain circumstances, to use the money in an account to satisfy any debts you owe us that are not paid when due.

STOP PAYMENT ORDERS

Subject to certain limitations, you may ask us to stop payment on any check if it has not already been paid. The stop payment request will be effective if we receive the order at such time and manner as to allow us a reasonable opportunity to act on it and before our stop payment cutoff hour. You may request a stop payment by mail, in person at any one of our Offices, or by calling our Automated Banking System at 1-800-392-1407. We may require you to complete a form authorizing the stop payment.

To stop payment, we need the following: account number, exact amount of the item, check number, name of the person who signed the item, and the name of the party to whom the item was made payable. If you are unsure of any of these facts, it is important that you specifically advise us in your stop payment order, so that we can take special steps to protect against minor mistakes you might have made in describing the item.

The stop payment order is effective for 6 months, but it lapses after 14 calendar days if the original order was oral and was not confirmed in writing within that period. Stop payment orders will automatically expire after this period unless renewed in writing.

If you provide us incorrect information, or the request is untimely, we will not be liable for failing to stop payment on the item. Our acceptance of a stop payment order will not constitute a representation that the item

has not already been paid or that we have a reasonable opportunity to act upon the order. You and we will abide by the rules and regulations (as established by the Uniform Commercial Code or other applicable law) governing stop payment orders.

Stop payments may not be issued on cashier's checks. We may, however, replace a lost, stolen, or destroyed cashier's check, provided that you comply with our established procedures. If however, the original cashier's check is presented to us for payment before your claim becomes effective, we may pay the check and we will not be liable to you for that item.

You authorize us to charge the stop payment order fee if you use this service. If we are asked to take special steps because you are unable to completely and accurately describe the item, we will advise you of the amount of any additional charges for this special handling. The amount of the stop payment request fee is disclosed in the separate "Schedule of Fees and Related Charges for Business Accounts." You agree to pay us a fee for every stop payment request we receive from you. However, for clients in Connecticut, the charge for a written stop payment request covers the initial stop payment request that is effective for 6 months and the first 6 month renewal of such stop payment request, if any.

You understand that stopping payment on an item does not relieve you of any obligation you may have to pay the debt for which the item was issued. The payee or other holder of the item may make a claim against you or sue you for the amount of the item when payment is stopped.

WIRE TRANSFERS

When you provide a wire transfer order that identifies an intermediary bank or a beneficiary's bank by both name and identifying number, we and other banks may rely on the identifying number regardless of whether the bank name and identifying number refer to different entities. We may select any intermediary bank, funds transfer system or means of transmittal to send your payment order. Our selection may differ from that indicated in your instructions without our incurring liability to you.

We may charge fees for sending or receiving funds transfer and for placing wire tracers and cancellations.

You acknowledge and agree that we may deduct the fees from your account or from the amount of the transfer. You further acknowledge and agree that intermediary banks may deduct their fees from the amount of the transfer that they process (whether an outgoing or incoming transfer), and that a portion of such fees may be shared with us. You authorize us and such intermediary banks to deduct such fees and you further authorize us to share in such fees with such intermediary banks, as described above.

If U.S. Dollars are to be paid outside of the United States, a correspondent (intermediate) bank that accepts U.S. Dollars on behalf of the beneficiary bank listed must be provided. First Republic Bank holds the right, without liability, to calculate and pay the U.S. Dollar equivalent in local currency.

Disputes — Wire Transfers are not subject to the Electronic Fund Transfers Act or to the provisions of Regulation E of the Federal Reserve Board. These transactions are subject to the Uniform Commercial Code and to the provisions of this Agreement. We are not responsible for any losses arising from or in connection with wire transfers, unless such losses result solely from our negligence or intentional misconduct, except to the extent applicable law requires otherwise.

You must tell us immediately if you think there is an error or an unauthorized transaction shown on your statement. If your statement includes or discloses an improper or unauthorized transaction, you must tell us within 60 days after we mail, deliver, or otherwise make the statement available to you.

WITHDRAWALS

Withdrawals of all or any part of your account balance will be permitted as authorized on the signature card for your account. We may allow anyone with signing authority over your account, as shown on the signature card, to withdraw up to the entire amount in your account without the express and specific concurrence of any other signer on your account. No agreement between you and any other authorized signer on the account which limits the other signer's authority over the account will be binding on us. It is your responsibility to verify authorized signatures on all items.

If you authorize another company to pay bills or payroll checks for you or to draw items against your account (for example, through a money management or similar software program), you understand and agree that because we will not be able to determine whether a given item is actually authorized by you, we are authorized to honor any items that are prepared by such company whether or not you have actually authorized the company to draw that item on your behalf and even though the item will not bear your signature or that of any other person (usually such items are “signed” with “signature on file” or words of similar effect).

Under certain conditions we may also follow other forms of withdrawal instructions from you or others to whom you give signing authority over your account, such as instructions given by letter or over the telephone. When you give signing authority to others, we may take their withdrawal instructions even if you maintain control over all preprinted personalized checks, the passbook, certificate of deposit or other deposit records for your account because we may not require that the person making the withdrawal present a preprinted check, the passbook, certificate or other deposit record, although we reserve the right to do so, at our option. A business may obtain a Business Deposit Only Card to make deposits to and receive balance inquiries about its business accounts. ATM Cards with withdrawal privileges may be available to businesses that meet certain requirements.

You recognize that we use automated processes to handle items drawn against your account and that we may not review limitations that may be written or printed on your item, such as “Void After 90 Days,” “Not Valid for more than \$500,” or “multiple (2 or more) signatures required” before paying the item. You agree that we may pay such items and charge your account for them even if the limitation would be violated, such as by paying an item after a stated expiration date. If you wish us to specially handle a given item on which you have written special instructions, you must notify us of the circumstances, so that we can implement special procedures to watch for the item, and you may be required to pay a special handling fee, which would be similar to the fee imposed for stopping payment on items, to compensate us for the extra services required to handle such special items.

Automated Teller Machine and Other Electronic Withdrawals (for businesses eligible for an ATM Card)

— Regardless of what your signature card indicates, if an ATM Card has been issued to anyone who has signature authority over your account or if anyone who has signature authority over your account authorizes a third party to draw a draft on or to initiate an electronic fund transfer from your account, we will honor the transaction.

Check 21

The Check Clearing for the 21st Century Act (“Check 21”) streamlines the nation’s check processing system by reducing the physical transportation of paper checks between banks.

WHAT IS A SUBSTITUTE CHECK?

Check 21 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.

Federal Reserve Board Regulation D

In accordance with Federal Reserve Regulation D, the following terms apply to Business Money Market Accounts and Business Reward Money Market Savings Accounts:

LIMITATIONS ON BUSINESS MONEY MARKET ACCOUNT

No more than a total of 6 transfers/withdrawals (including checks, drafts, point of sale, telephone and pre-authorized transfers) may be made from your account during each monthly statement cycle. The date we receive the instrument for payment is considered the date of transfer/withdrawal.

LIMITATIONS ON BUSINESS REWARD MONEY MARKET SAVINGS ACCOUNTS

No more than 6 telephone and pre-authorized transfers may be made from a Business Money Market Savings account during each monthly statement cycle. The date

we receive the transfer for payment is considered the date of transfer/withdrawal.

APPLICABLE TO ALL MONEY MARKET CHECKING AND MONEY MARKET SAVINGS 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 6 transfer/withdrawal limit. Transfers/withdrawals in excess of the 6 transfer/withdrawal limit as described above may be subject to a service charge. For these accounts, a “transfer” includes any transfer from your account to a third party and any transfer to another account(s) you have with us (including transfers initiated online or via telecopy) unless the transfer is initiated at an ATM, by mail, messenger or in person at an Office. Additionally, if excessive withdrawals occur, we may either change your Business Money Market Checking or Business Money Market Savings account (with advance notice) to a checking account or close your account.

Holds and Funds Availability

Our general policy is to make funds from most of your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits and wire transfers will be available on the day we receive the deposit. Once funds are available, you can withdraw the funds and we will use the funds to pay items that you have written. Funds deposited through means such as electronic remote deposit capture will be made available pursuant to a separate agreement. This agreement will be made available to you when the service is established.

OUR BUSINESS DAYS

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit at or before 4:00 p.m. local time on a business day that we are open, we will consider that day to be the day of your deposit. Deposits received after 4:00 p.m. local time, on a day we are not open, or on a Saturday will be deemed deposited on the next business day that we are open.

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds you deposit by check available to you on the first business

day after the day of your deposit. Depending on the type of check deposited, funds may not be available until the fifth business day after the day of your deposit, or longer depending on the circumstances. However, the first \$100 of your deposit will be available on the first business day.

If we are not going to make all the funds from your deposit available on the first business day after your deposit, we will notify you at the time you make your deposit if you are making the deposit in person.

If your deposit is not made in person (e.g. it is made by mail) or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit.

If you will need the funds from a deposit right away, be sure to ask us when the funds will be available when you make the deposit.

In addition, funds you deposit by check may be delayed for a longer period under these circumstances:

- If we believe the check being deposited will not be paid.
- If deposits made in one business day exceed \$5,000, the amount in excess of \$5,000 may be held.
- If you re-deposit a check that has already been returned unpaid.
- If you have overdrawn your account repeatedly in the last six months.
- If we experience an emergency, such as a failure of communications/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. The funds will generally be available no later than the seventh day after the day of deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new checking account client and do not have a lending or existing deposit relationship with us, the following rules apply during the first 30 days after your account is opened:

- Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

- The first \$5,000 of a deposit of U.S. Treasury checks will be available to you on the first business day after the day of your deposit. The remaining balance over \$5,000 will be available on the fifth business day after the day of your deposit.
- Wire transfers into your account will be available on the first business day after the day we receive the transfer.
- The first \$5,000 of total deposits made in one business day consisting of cashier's checks, certified checks, teller's checks, traveler's checks, and state and local government checks will be available on the first business day after the day of your deposit if certain conditions are met. For example, the checks must be made payable to you and the deposit must be made in person to one of our employees. If your deposit of these checks 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. The excess over \$5,000 of your day's total deposit will be available on the fifth business day after the day of your deposit.

Funds from all other check deposits for new checking accounts with new clients will be available to you no later than the ninth business day after the day of your deposit.

HOLDS ON OTHER FUNDS

If we accept for deposit a check that is drawn on another bank, at our discretion we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods described elsewhere in this Agreement for the type and/or amount of check that you deposited.

Electronic Funds Transfers (“EFTs”)

This section of the Agreement sets forth the rights, responsibilities and rules governing our EFT services for business accounts, including the use of an ATM card or ATM/Debit cards (ATM/Check card) (referred to collectively as “ATM Cards” or “Cards”) issued to you at your request by us for use at our ATMs and other

ATMs, participating in payments networks, and point of sale (“POS”) terminals at selected merchants that accept Visa. By requesting, signing or using (or authorizing another person or persons to sign or use) your Card or Personal Identification Number (“PIN”), or using any other EFT service, you agree to be bound by this Agreement and the following terms and conditions.

GENERAL TERMS AND CONDITIONS

All EFTs are covered by our existing rules and regulations governing accounts. We may cancel, modify, and restrict the use of any EFT service, including your use of your Cards, with proper notice or without notice if your account is abused or whenever necessary to maintain or restore the security of your account or affiliated payments networks. Card(s) are the property of the Bank; if your EFT privileges are canceled, you agree to return the Card(s) promptly upon request.

PIN SECURITY

You agree not to disclose or otherwise make your PIN available to anyone without obtaining our prior written permission. If the wrong PIN is entered into an ATM three times, the card may be retained. There is a replacement fee for lost Cards.

TYPES OF AVAILABLE EFT SERVICES

When you use your Card at an ATM, you can:

- Check the balance of your accounts.
- Subject to there being sufficient verified funds to cover your withdrawals, withdraw up to a total of \$500 per day with your Card, whether you access one or all of your linked accounts.
- Make deposits to your accounts.

(Some of these services are not available at all ATMs.)

Some financial institutions charge fees for use of their ATMs by customers of other banks. If they do so, a notice should be posted on their ATM and you will be responsible for those fees.

Most ATMs are available 24 hours a day, seven days a week. However, periodically they must be shut down for routine maintenance, inspection and repair. In addition, for security reasons, there may be other limits not described above on the amount or number of transactions you may make using your Card.

In addition to ATM transactions, you can use your Card at POS terminals at selected retail stores. The amount of your purchase will be automatically deducted from your account. Some merchants charge fees for use of a Card to pay for purchases. If they do so, a notice should be posted at their POS terminal and you will be responsible for those fees.

FOR YOUR PROTECTION, PLEASE FOLLOW THESE RULES

- Be sure to keep your Card in a safe place, and do not let anyone else use it.
- Do not tell anyone your PIN or write it on your Card or otherwise make it available to anyone else.
- Record your ATM Transactions immediately and save your receipts.
- Always be alert to your surroundings. When using an ATM at night, consider having someone with you — be sure the area is well lit. If someone in the area looks suspicious, go to another ATM location.
- Contact us immediately about any loss, theft or unauthorized use of your Card or PIN. If your Card is lost or stolen or if your PIN has been discovered by another person, please report it right away by calling 1-888-408-0288.

DOCUMENTATION OF TRANSACTION

When you complete a transaction at an ATM, you will normally have the option of receiving a transaction record. If you make a purchase using your Card, the retailer will give you a receipt. You will also receive monthly account statements from us. You should retain your transaction records and receipts so you can compare them with your account statements. If you request a copy of a transaction record or statement you are subject to our charges, unless your request is made in connection with a possible error or a question relating to a transaction made using your Card and PIN.

If you have arranged to have direct deposits made to your account(s) at least once every 60 days from the same person or company, you may call your Office to find out whether or not the deposit has been made.

If you have arranged for electronic payments that vary in amount, the person or organization you're going to pay is required to tell you, 10 days before each payment, how much it will be and when you must make it, unless you've made other arrangements with them.

FOREIGN TRANSACTIONS

When using your Card for cash withdrawals and purchases made in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected from a range of rates available in wholesale currency markets for the applicable central processing date by Visa. This rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date.

STOPPING ELECTRONIC PAYMENTS

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT USE ELECTRONIC ACCESS FOR PURCHASE OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT. The fact that you initiate certain EFTs from your accounts will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transfer, refer to the separate “Schedule of Fees and Related Charges for Business Accounts” for the fee that may apply to such a request.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

You assume all responsibility for any and all unauthorized transactions affecting your account. To reduce your exposure, you should contact us IMMEDIATELY if you believe that your Card has been lost or stolen, your PIN has been discovered, or someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of keeping your possible losses down. The longer you wait, the more you can lose, up to the full amount in each of your accounts.

If you believe your Card has been lost or stolen, call 1-888-408-0288 or write to the address listed in the “What To Do in Case of Errors or Questions” section of this Agreement.

AVAILABILITY OF FUNDS

You agree that the amount of any EFT will not exceed the available funds in your Account(s). If you have an overdraft line of credit with us, available funds may include the credit available to you under your overdraft line of credit agreement, or if you have savings overdraft

protection, the amount that would be advanced to cover overdrafts in your account(s). If we are unable to complete an EFT or perform any other EFT service for any reason associated with your Account(s), the EFT or other service may not be completed and we will not notify you unless required by applicable law.

WHAT TO DO IN CASE OF ERRORS OR QUESTIONS

If you think your statement or receipt is wrong, or if you need more information about a transaction listed on a statement or receipt, please telephone us at 1-888-408-0288 between 9:00 a.m. and 5:00 p.m. Pacific Standard Time on a business day, or write to us as soon as you can. Inquiries or questions should be directed to:

First Republic Bank, Attn: Deposit Services
111 Pine Street, San Francisco, CA 94111

We will need to know the following:

- Your name and account number.
- The error or the transaction you are unsure about. Explain as clearly as you can why you believe there is an error or why you need more information.
- The dollar amount of the transaction you believe is in error.

In most cases, we can answer questions or resolve your problem over the telephone. In some instances, we may also require that you send us your question or complaint in writing within 10 business days.

QUESTIONS OR PROBLEMS

If you have a question or a problem regarding our EFT services, a Personal Banker at one of our Offices will be happy to assist you. You should be aware that if you authorize parties other than us, including retailers or their processors, to debit your account for cash withdrawals or for purchases, you have to contact these parties directly if you have questions, complaints, or problems involving your transactions with them. When you authorize other parties to debit your account, they have responsibilities for these transactions under applicable law. We may not be able to help you, as we will only have the information received from the other party.

ACCOUNT INFORMATION DISCLOSURE

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.
- To our employees, auditors, third party service providers, attorneys, or collection agents in the course of their duties.
- If you give us your written permission.

TERMINATION: CHANGE OF TERMS AND CONDITIONS

We may add or cancel an EFT service, or close your accounts at any time. We may change any term or condition regarding the EFT services described herein at any time without prior notice unless otherwise required by law.

NOTICE: IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, DESTROY YOUR CARD IMMEDIATELY BY CUTTING IT IN HALF AND NOTIFY US IN WRITING.

Business Accounts

Depending upon the type of account you have, various charges may be imposed. You agree that we may change our “Schedule of Fees and Related Charges for Business Accounts” from time to time and you agree to pay the charges imposed on your account according to the then effective schedule. You will be given notice of these changes only if the law requires it. Therefore, you should check with us as frequently as you think necessary to assure that you are being or will be charged rates and fees that are acceptable to you.

See our “Schedule of Fees and Related Charges for Business Accounts” for a complete listing of fees and charges that apply to First Republic Bank business accounts.

CERTIFICATES OF DEPOSIT

Certificates of Deposit (“CDs”) are offered in terms from 30 days to 5 years.

Minimum Opening Balance — There is a \$5,000 minimum to open this account, except that 30 day Certificates have a minimum opening balance of \$25,000.

Deposits/Withdrawals — You may make deposits to or withdraw principal from your account only at maturity and/or during the grace period described below. You can withdraw interest anytime during the term after it is credited to your account. The disclosed Annual Percentage Yield (APY) assumes interest will remain on deposit until maturity. Any withdrawal of interest will reduce earnings.

Interest/Maturity — Interest rate and Annual Percentage Yield (APY) disclosures are on a separate rate sheet which will be provided to you prior to or at account opening. The interest rate for your account will be in effect until the maturity date of your CD. Interest begins to accrue on the business day of your deposit (including deposits of any noncash items such as checks) until, but not including, the day of withdrawal. Deposits received after cutoff and on Saturday will be credited on the next business day. The original maturity date of a Certificate is stated on the actual Certificate.

Daily Balance Computation Method — We use the daily balance method to calculate the interest on your

account. This method applies a daily periodic rate to the principal in the account each day.

Compounding/Crediting — Interest on all Certificates is compounded daily on a 365 day basis. Interest earned will be credited to your Certificate, transferred to any account, or mailed to you on a monthly, quarterly or semi-annual basis, as selected by you (except for Certificates with terms of one year or less, in which case interest can also be credited at maturity).

Explanation of Interest Postings — Interest is posted to your account on an anniversary date based upon the current maturity date of your Certificate, i.e., if your account matures on the 15th, interest is posted on the 15th, monthly, quarterly or yearly depending on the interest option selected.

Automatic Renewal of Accounts — Your CD Account will automatically renew at maturity. Each renewal term will be the same as the original term beginning on the maturity date, and all terms will be the same except that the interest rate in effect during the renewal term will be our published rate in effect at the time of renewal for such CD Accounts of the same maturity. You may prevent renewal if you withdraw the funds in the account at maturity or we receive written notice from you within the applicable grace period. We can prevent renewal if we mail a notice to you to that effect at least 3 weeks before maturity.

The grace period begins on the maturity date and is as follows: 1) for renewal terms of less than 89 days — 2 calendar days; and, 2) for renewal terms of 90 days or more — 7 calendar days. The grace period ends on the day you make any changes. If the grace period ends on a day other than a business day, it will automatically be extended through the next business day.

Interest Accrual During the Grace Period — If the account is closed during the grace period, the accrued interest between the maturity date and the date of closure will be paid at the Money Market Savings rate for the lowest tier.

If the account is renegotiated for a new term of maturity and rate during the grace period, the interest earned between the maturity date and the renegotiated date will be the rate in effect as of the renewal date.

If you allow the account to renew, but make a partial withdrawal during the grace period, the rate in effect for the renewal term will accrue on the pre-withdrawal balance up to the transaction date and on the new balance effective on the transaction date.

Account Termination/Early Withdrawal Penalty — You may terminate a CD Account at any time, subject to the provisions set forth in the CD; however, a substantial penalty is imposed on CDs withdrawn (in full or in part) prior to maturity. In the event of early withdrawal of principal from a CD Account occurring at any time during the term, the following penalty will apply: 1) 3 months interest for those CD Accounts with a term of one year or less; and, 2) 6 months interest for those CD Accounts with a term of more than one year. This early withdrawal penalty may be deducted, if necessary, from the principal sum of the CD.

SIMPLIFIED BUSINESS CHECKING ACCOUNT

This economical checking account is for businesses with low transaction volume; limited to 21 deposits and 100 checks per statement cycle. ATM access for sole proprietorships only.

This account does not earn interest.

SIMPLIFIED BUSINESS INTEREST CHECKING ACCOUNT

This economical checking account pays interest to sole proprietorships and non-profits with low transaction volume. ATM access for sole proprietorships.

Rate Information — The interest rate and annual percentage yield (APY) may change as often as daily at our discretion.

Daily Balance Computation Method — We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue on the business day you deposit non-cash items, for example, checks.

Compounding/Crediting — Interest is compounded daily on a 365-day basis and credited monthly.

BUSINESS ANALYZED CHECKING ACCOUNT

This value-added checking account is for businesses with active monthly transaction needs, usually 21 or

more deposits, 100 or more checks written, and three wire transfers.

NOT-FOR-PROFIT INTEREST CHECKING ACCOUNT

This checking account pays is available only to Not-for-Profit Organizations.

Rate Information — The interest rate and annual percentage yield (APY) may change as often as daily at our discretion. This is a tiered rate account and the amount of interest paid will depend on the balance maintained.

Daily Balance Computation Method — We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue on the business day you deposit non-cash items, for example, checks.

Compounding/Crediting — Interest is compounded daily on a 365-day basis and credited monthly.

INTEREST ON LAWYERS TRUST ACCOUNT (IOLTA/IOLA)

This interest earning account is available to attorneys and law firms that receive and disburse client funds in the following states: California, Connecticut, Massachusetts, Nevada, and New York. The interest earned on the account is not paid to a lawyer or law firm, but is paid to a separate account held by a designated public service organization in the state where the account is located, less any monthly service charge or other fees.

Fees on an IOLTA/IOLA account (as for wires, etc.) may be charged against any other account held by the attorney or law firm.

Rate Information — The interest rate and annual percentage yield (APY) may change as often as daily at our discretion.

Daily Balance Computation Method — We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue on the business day you deposit non-cash items, for example, checks.

Compounding/Crediting — Interest is compounded daily on a 365-day basis and credited monthly.

BUSINESS REWARD MONEY MARKET SAVINGS ACCOUNT

This account earns interest and is available to all types of businesses that maintain a minimum average of

\$100,000 in Business Demand Deposit Accounts with us. Certain restrictions apply to the number of transactions permitted during each statement cycle.

Rate Information — The interest rate and annual percentage yield (APY) may change as often as daily at our discretion. This is a tiered rate account and the amount of interest paid will depend on the balance maintained.

Daily Balance Computation Method — We use the daily balance method to calculate interest on your account(s). This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue on the business day you deposit non-cash items, for example, checks.

Compounding/Crediting — Interest is compounded daily on a 365-day basis and credited monthly.

Transfer Limitations — There may be unlimited deposits and transfers into the account per statement cycle. There may be a maximum of six withdrawals and transfers out of the account per statement cycle. All Regulation D transaction limitations, restrictions, and notifications also apply.

BUSINESS MONEY MARKET ACCOUNT

This account earns interest and is available to all types of businesses. Certain restrictions apply to the number of transactions permitted during each statement cycle.

Rate Information — The interest rate and annual percentage yield (APY) may change as often as daily at our discretion. This is a tiered rate account and the amount of interest paid will depend on the balance maintained.

Daily Balance Computation Method — We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue on the business day you deposit non-cash items, for example, checks.

Compounding/Crediting — Interest is compounded daily on a 365-day basis and credited monthly.

Transfer Limitations — Transfers to another account or third parties by preauthorized, automatic or telephone transfer or by check, draft or similar order to a third party are limited to six per statement cycle.

First Republic Bank Reference Numbers

Automated Banking System: 1-800-392-1407

First Republic Banking Online: 1-888-372-4891

Customer Care Center: 1-888-408-0288

Cash Management Support: 1-800-221-9777

Contact us via our website at www.firstrepublic.com