



ALPINE
CAPITAL BANK

ACCOUNT AGREEMENT & DISCLOSURES

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MEMBER FDIC

NOVEMBER 2015

This agreement, together with the accompanying enclosures, is the Agreement between you and Alpine Capital Bank ("Alpine"). This Agreement contains the terms and conditions for Basic Checking Accounts, Regular Checking Accounts, NOW Accounts, Money Market Accounts, Statement Savings Accounts, Certificates of Deposit and services related thereto. This Agreement also contains the terms and conditions for Electronic Funds Transfers and Internet Account Access. In this Agreement, "you" and "your" mean the organization on behalf of which the signature cards are signed or any individual signing other than on behalf of an organization. By signing the signature cards, you agree to the terms and conditions contained herein which automatically become effective once you make a deposit. Alpine is authorized to act based on instructions received with your signature, or by anyone else authorized on your signature card, unless the signature card for your account provides differently.

IDENTIFICATION NOTICE (USA PATRIOT ACT)

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, Alpine will ask for your name, address, date of birth, and other information that will allow Alpine to identify you. Alpine may also ask to see other identifying documents like a driver's license or documents showing your existence as a legal entity.

Existing customers: Even if you have been a customer of Alpine's for many years, Alpine may ask you to provide this kind of information and documentation because Alpine may not have collected it from you in the past.

Failure to Provide Information: If, for any reason, any owner is unable to provide the information necessary to verify their identity, their account(s) may be blocked or closed, which may result in additional fees assessed to the account(s).

INTEREST

(1) INTEREST RATE: In this Agreement, the stated interest rate is the annual simple interest rate your account will earn without compounding. Interest earning accounts have rates that may vary from time to time and are determined by Alpine at its discretion. Interest rates may change daily. Alpine may establish, change, or eliminate different balance levels that will earn different rates of interest. The interest rate in effect when you open your account is stated on the Rate Sheet enclosed with the Agreement, and is effective only until the next interest rate change. The current interest rates for interest earning accounts may be obtained at Alpine.

(2) ANNUAL PERCENTAGE YIELD: The annual percentage yield is the effective interest rate your money will earn if it remains on deposit for a full year with compounding, interest paid is not withdrawn, and there is no change in the annual interest rate. A withdrawal of interest will reduce earnings. The annual percentage yield in effect when you open your account is stated on the Rate Sheet enclosed with this Agreement, and is effective only until the next interest rate change. The current annual percentage yields for interest earning accounts may be obtained at Alpine.

BASIC CHECKING, REGULAR CHECKING, NOW CHECKING, MONEY MARKET, AND STATEMENT SAVINGS ACCOUNTS

(1) MINIMUM TO OPEN: All of the accounts, except for Basic Checking, require a minimum initial deposit of \$1,000. There is no minimum balance for Basic Checking Accounts.

(2) ADDITIONAL DEPOSITS: Additional deposits may be made to any of these accounts at Alpine, by mail, by messenger, internal transfer from another account, or electronic transfer from another financial institution. Alpine may refuse, limit the amount of, or return any deposit. Refer to the Schedule of Service Charges for any fees.

(3) INTEREST COMPUTATION METHOD: Interest is compounded daily and computed on a 365-day year basis using the daily balance method. This method applies a daily periodic rate to the collected funds in the account each day.

(4) EARNING OF INTEREST: Deposits to interest earning accounts begin to earn interest on the day the funds become collected, which depends on where the item is payable and/or what type of deposit is made (i.e., cash, check, wire, electronic transfer, etc.). Cash, wire and electronic transfer deposits and instruments drawn on Alpine will earn

interest as of the day of deposit. Generally, checks, drafts and other payment instruments begin to earn interest one business day after the day of deposit. Funds do not earn interest on the day of withdrawal.

(5) PAYING INTEREST: Interest is paid at the end of each statement cycle. If you close any of these accounts before the interest crediting date, you forfeit the unpaid interest for that cycle.

(6) WITHDRAWALS: Withdrawals are permitted as follows:

(a) Basic Checking, Regular Checking, and NOW Checking Accounts: You may make withdrawals in person, by mail, by ATM with a personal identification number ("PIN"), by messenger, by preauthorized withdrawal or transfer, and by your issuance of checks (Basic Checking and Regular Checking Accounts) or negotiable orders of withdrawal (NOW Checking Accounts). Negotiable orders of withdrawal are similar to checks and for the purposes of these accounts will be called "checks." There is no limit on the number of withdrawals from Regular Checking and NOW Checking Accounts. Basic Checking Accounts provide for eight (8) withdrawals per statement cycle, after which there is a per item fee (see the Schedule of Service Charges). A withdrawal from a Basic Checking account shall be deemed to be made when recorded on the books of Alpine, which is not necessarily the date that you initiated the transaction.

(b) Business Checking: All withdrawals from Business Checking Accounts will be charged a per item fee (see the Schedule of Service Charges).

(c) Money Market: There is no limit on the number of withdrawals or transfers you may make in person, by mail, by ATM with a PIN, or by messenger. No more than six transfers and withdrawals, or a combination of such transfers and withdrawals, may be made per statement cycle, by means of a check, preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction. A fee will be charged for each withdrawal beyond these limits during any statement cycle (see the Schedule of Service Charges). Examples of automatic or pre-authorized transfers or withdrawals include telephone transfers, pre-authorized third-party payments, and pre-authorized transfers to another account (except in payment of Alpine loans). Alpine uses the date a transaction is posted to your account (and not the date the transaction is authorized) in calculating the above limits.

(d) Statement Savings: The same unlimited and limited withdrawal and transfer rules that apply to Money Market Accounts apply for Statement Savings Accounts, except that there are no checks.

(e) Alpine is required by law to monitor excessive withdrawals in Money Market and Statement Savings Accounts. If you repeatedly exceed the stated limits on a Money Market or Statement Savings Account, Alpine will notify you that it will no longer honor any withdrawals exceeding these limits and Alpine may terminate the account.

(f) Alpine is required by federal law to reserve the right to require at least seven (7) days' notice prior to a withdrawal from a NOW Account, Money Market Account, or Statement Savings Account. Presently, Alpine does not require this notice.

(g) Changing Your PIN: If you wish to change your PIN for your ATM or Debit card, please contact Alpine to request an application. You understand that any changes may take two business days from the receipt of your completed application.

(7) STATEMENTS: Account statements will be mailed or made available to you at the end of each statement cycle period, generally a month long. Statements may be combined with any other statements Alpine is sending you.

(8) REGULATION GG: You may not use your Alpine account in connection with any business of placing, receiving, or otherwise knowingly transmitting bets or wagers by any means which involves the use, at least in part, of the Internet, or for any other transaction which is prohibited by Federal Reserve Regulation GG - Unlawful Internet Gambling Enforcement Act of 2006.

CERTIFICATES OF DEPOSIT

(1) MINIMUM TO OPEN: The minimum to open, to maintain, or to renew a Certificate of Deposit ("CD") is \$2,000. Alpine offers Jumbo CDs for amounts of \$100,000 and above. Additional deposits to CDs are not permitted during

the term of the CD.

(2) INTEREST RATE: The interest rate is determined by Alpine at its discretion for all customers, and is fixed for the term of your CD. The effective interest rate is determined on the date the CD is funded. Alpine will notify you of the rate in writing. Alpine may offer, from time to time, floating rate CDs at rates that float based on movements in a predetermined index.

(3) INTEREST COMPUTATION METHOD: Interest on CDs is computed on a simple interest basis (no compounding) and on a 360-day year basis using the daily balance method. Interest on CDs is computed from the date of collection (as explained above) to, but not including, the day of maturity.

(4) TERM AND MATURITY DATE: The term of your CD is the length of time you have agreed to leave your money on deposit. The term begins on the date the funds deposited are collected and ends on the maturity date stated. If the maturity date is a Saturday, Sunday, or holiday, the next banking day becomes the maturity date.

(5) NOTICE OF MATURITY: Alpine will mail you a maturity notice prior to the maturity date. If you decide to change any of the instructions you gave Alpine concerning the renewal of your CD, Alpine must receive notification in writing at least seven (7) days before maturity. Also, you must notify Alpine in writing at least seven (7) days before maturity if you wish the renewal to be for a different term. If you choose not to renew, the principal plus interest will be credited to an account you choose, or a check can be issued to you.

(6) AUTOMATIC RENEWAL: Unless you notify Alpine to the contrary at least seven (7) days before maturity, CDs will be renewed automatically for the same term at the interest rate in effect on the maturity date. However, Alpine reserves the right to not renew your CD or to renew on different terms. You will have a ten (10) day grace period after the maturity date to withdraw funds without penalty. However, no interest will be earned during this grace period if the CD is not renewed.

(7) PAYING INTEREST: You may choose to reinvest your interest at maturity, to have your interest credited to your Regular Checking, Basic Checking, NOW Checking, Money Market, or Statement Savings Account at maturity, or to have your interest paid by check to you at maturity. A withdrawal of interest will reduce earnings.

(8) EARLY WITHDRAWAL PENALTY: Partial withdrawals from a CD are not permitted. If you make an early withdrawal of the entire CD (or any renewal thereof), YOU WILL FORFEIT AN AMOUNT OF SIMPLE INTEREST ON THE AMOUNT WITHDRAWN, COMPUTED AT THE RATE IN EFFECT ON YOUR CD, REGARDLESS OF THE LENGTH OF THE TIME THE FUNDS REMAINED ON DEPOSIT. THE PENALTY MAY BE DEDUCTED FROM PRINCIPAL. The penalty for early withdrawals will be one half (1/2) the interest that would be due on the CD over the entire term of the CD, subject to the following minimum and maximum penalty. The minimum penalty that will be assessed is seven (7) days simple interest. The maximum penalty that will be assessed is 270 days simple interest.

No early withdrawal penalty is assessed if the withdrawal is made because of your death or legal incompetency.

FUNDS/WIRE TRANSFERS

Alpine is authorized to receive pre-authorized electronic deposits, to pay pre-authorized electronic payments, and to execute wire transfers, including transfers to third parties, based on instructions received from you, or anyone else authorized on your signature card, unless the signature card for your account provides differently. Alpine may, at its option, accept transfer requests in person, by telephone, by Internet, by facsimile or electronic transmission, or may require original written instructions from an authorized signatory. Transfer requests received after noon may not be executed until the following banking day. You authorize Alpine to record electronically any telephonic instructions received by Alpine; however, Alpine has no duty to record any such instructions.

You agree to indemnify and hold harmless Alpine from and against any and all claims, demands, expenses (including, but not limited to, attorney's fees and costs), losses, or damages of any nature whatsoever arising directly or indirectly from any transfer request initiated pursuant to this Agreement, unless caused by the gross negligence of Alpine. In no event will Alpine be liable for any consequential or special damages.

You will have no right to reverse, adjust, or cancel a transfer request after it is received by Alpine, except by mutual agreement. In the case of an erroneous or otherwise irregular transfer of funds, Alpine may, but shall not be obligated to, request the transferee to return the funds previously transferred on your behalf. A transfer request issued by you is charged against your account at the time the transfer is made.

Notwithstanding any instructions by you to the contrary, Alpine reserves the right to utilize any funds transfer system and any intermediary bank of Alpine's choosing in the execution of any payment order accepted by Alpine, and Alpine may otherwise use any means of executing the payment order that Alpine deems reasonable under the circumstances.

If you submit, and Alpine accepts, a payment order for payment outside the U.S. in a currency other than the U.S. dollar, Alpine shall debit your account for the U.S. dollar equivalent of the amount of the foreign currency transferred at Alpine's then prevailing rate of exchange or as otherwise agreed. In processing your funds transfers, other banks may deduct their fees from the payment orders issued to them. If the beneficiary's bank is instructed to pay in a currency other than its local currency, payment may be made by the beneficiary's bank at its rate of exchange on the date of its payment. In connection with each funds transfer, you shall be responsible for complying with all local currency restrictions and any other local law governing the transaction.

In accepting a payment order issued in your name, Alpine may rely upon the identifying numbers (such as the Fedwire routing number or account number) of the beneficiary, the beneficiary's bank or any intermediary bank, and use only such numbers in executing the order. Also, the beneficiary's bank in any payment order may make payment on the basis of the identifying number even though it identifies a person or entity different from the named beneficiary. Accordingly, you shall be responsible for the consequences of any inconsistency between the name and identifying number, as provided by you, of any party in a payment order.

For your protection, Alpine may elect not to act upon a transfer request if Alpine is unable to obtain satisfactory verification of the request, if there is any inconsistency between a transfer request and information previously supplied to Alpine, or if the request is not initiated in accordance with Alpine's transfer procedures.

In any funds transfer for which you are the recipient or beneficiary of the transfer, Alpine shall not be obligated to notify you of any such payment to your account, other than to record such payment in your next regular statement of account. You may not withdraw such funds until Alpine has received payment from the sender of such transfer.

ELECTRONIC FUNDS TRANSFERS

This section contains disclosures required by Regulation E of the Federal Reserve Board, the primary purpose of which is the protection of individual consumers engaging in certain electronic transfers. Regulation E governs certain electronic funds transfers including point of sale transfers, automated teller machine transactions, direct deposits or withdrawals of funds, transfers initiated by computer, electronic check conversion, and certain other transfers initiated by telephone. Regulation E does not apply to wire transfers of funds for a consumer through the Federal Reserve Communications System, to certain automatic transfers between two accounts at Alpine, and to transfers of funds initiated by telephone which are not pursuant to a prearranged plan. Alpine may provide for the following types of electronic funds transfers, some of which may not apply to your account:

- ATM and Debit Cards;
- Point of sale transfers;
- Direct deposits;
- Online banking;
- Electronic check conversion; and
- Online bill payment and transfer services.

If you have an Alpine ATM card, you may use your Alpine ATM card wherever you see the Star or Cirrus logo to withdraw cash from your account, to obtain balance information on your account, and to transfer funds between Alpine accounts (if you have two accounts, one of which is a Statement Savings Account). The ATM system works on a seven-day calendar week. Each day runs from 3:00 P.M. to 3:00 P.M. the following day. You may withdraw up to the lesser of your account balance or \$800 per day from your account by using your ATM card. Alpine may change this amount at its discretion. You may also use your ATM card to purchase goods and services from certain vendors using point of sale transfers ("POS Transfer"). When a POS Transfer is made, there will be an immediate electronic

withdrawal from your account. POS Transfers are subject to the cash withdrawal limit noted above. You can get a receipt at the time you make any transfer to or from your account using an automated teller machine or point of sale terminal. There are no limitations on the number of times you may use your ATM card each statement cycle, subject to the account limitations on the number of withdrawals discussed above.

Tell us AT ONCE if your card or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down, but you may also notify us in person or in writing. You could lose all of the money in your account plus your maximum overdraft line of credit (if offered by Alpine). If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than fifty dollars (\$50) if someone used your card or code without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers you did not make, tell us AT ONCE. If you DO NOT tell us within sixty (60) days after the statement was sent to you, you may not get back any money you lost after the sixty (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 will extend the time periods to a reasonable time.

You may designate Alpine as the bank to receive deposits made directly by any payor to any of your accounts. These direct deposits may include, for example, your salary, Social Security benefits, and pension or annuity payments. If Alpine receives a demand for reimbursement from any payor claiming that you were not entitled to certain payment(s), Alpine is authorized to charge your account for the amount of the claim. Any action by Alpine for reimbursement from you may also be made against your estate, heirs, and legal representatives, who shall be liable for any claims made against and/or expenses incurred by Alpine. Alpine may terminate direct deposit service at any time without notice and/or make this service subject to other conditions at its discretion.

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you may call Alpine at 212-328-2555 to find out whether or not the deposit has been made. You will receive an account statement monthly unless you request otherwise.

If you have requested that Alpine make regular payments out of your account, you can stop any of these payments by calling or writing to us at the address listed below in time for Alpine to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, Alpine may request that you put your request in writing and get it to Alpine within fourteen (14) days after you call. Please refer to the Schedule of Service Charges for stop payment fees. If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made, and how much it will be. If you order Alpine to stop one of these payments three (3) business days or more before the transfer is scheduled and Alpine does not do so, Alpine may be liable for your losses or damages.

Online Banking allows you to obtain information about your account or transfer funds between your accounts by using a personal computer. Online Banking may also allow you to pay bills directly from your account in the amounts and on the days you request. In order to use Online Banking, you must enter certain identification information to be provided by Alpine, together with a password. The password is your responsibility to safeguard.

If you request transfers between your accounts through Online Banking, Alpine will not be required to honor them if there are not sufficient available funds in your account to cover them, but Alpine may do so without liability to you. Any transfer between accounts requested by 8:00 p.m. on a business day will be processed as of that business day. Transfers received after 8:00 p.m. may or may not be processed as of that business day depending on factors and circumstances outside of the control of Alpine. Transfers received after 8:00 p.m. that are not processed as of that business day will be processed on the following business day.

There are no limitations on the number of times you may use Online Banking for transfers or bill payment each statement cycle, subject to the account limitations on the number of withdrawals discussed above.

Alpine may discontinue allowing customers to transfer funds by Online Banking without notice.

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

1. Pay for purchases
2. Pay bills.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment and you will not receive your check back from Alpine.

If Alpine does not complete a transfer to or from your account on time or in the correct amount according to Alpine's agreement with you, Alpine may be liable for your losses or damages. However, there are some exceptions:

1. If, through no fault of Alpine's, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line, if offered by Alpine.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond Alpine's control (such as fire or flood) prevent the transfer, despite the reasonable precautions that Alpine has taken.

There may be other exceptions as stated in Alpine's agreement with you.

You should promptly examine all statements and other materials confirming your transfer. In order for you to avoid liability for subsequent unauthorized transfers, Alpine must hear from you no later than sixty (60) days after sending your FIRST statement on which the problem or error appeared.

In case of errors or questions about your electronic transfers, if you think a statement or a receipt is wrong, if you believe an unauthorized transfer has been or may be made, if you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you need more information about a transfer, notify Alpine immediately, if possible, and in all events as soon as you can, at:

Alpine Capital Bank
Electronic Funds Transfer Department
680 Fifth Avenue, 7th floor
New York, NY 10019
Phone (212) 328-2555
Fax (212) 328-2444
E-mail: info@alpinecapitalbank.com

If you notify Alpine orally, Alpine may require that you confirm your concern or question in writing within ten (10) business days. Please include the following information in your notice:

1. Tell us your name and account number;
2. 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;
3. Tell us the dollar amount of the suspected error.

Alpine will tell you the results of the investigation within ten (10) business days after hearing from you (provisional credits will be issued within five (5) days for transactions processed over the Visa network) and will correct any error promptly. If Alpine needs more time, however, Alpine may take up to forty-five (45) days to investigate your concern or question. If Alpine does this, Alpine will re-credit your account within ten (10) business days for the amount you think is in error, so that you may have use of the money during the time it takes to complete the investigation. If Alpine asks you to put your concern or question in writing and does not receive it within ten (10) business days, Alpine may

not re-credit your account.

For errors involving new accounts, point-of-sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

If Alpine determines there was no error, Alpine will send you a written explanation within three (3) business days after finishing the investigation. You may ask for copies of the documents that were used in the investigation.

Alpine will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders; or
4. If you give Alpine your written permission.

Information may also be disclosed in special unusual circumstances that cannot be anticipated.

Business days, as used in this Agreement, means Monday through Friday, excluding "Holidays" as that term is defined in Section 24 of the General Construction Law of the State of New York.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

For more information on service charges in connection with electronic funds transfers, please refer to the Schedule of Service Charges. Please note that cash withdrawals at ATMs may be subject to additional charges by the ATM owner.

Visa Debit Cards

If you have a Visa Debit Card ("Visa Card"), you may use it to make purchases at merchants that accept Visa, and to obtain cash at ATMs displaying the Star or Plus logos. The Visa Card system works on a seven-day calendar week. Each day runs from 3:00 P.M. to 3:00 P.M. the following day. Subject to there being sufficient funds in your account balance, you may withdraw up to \$1,300 of cash; process \$2,500 in purchases; and \$200 in cash back transactions (in conjunction with purchases) per day. Alpine may change these limits at its discretion. In addition, merchants and ATM machines may have lower limits. There are no annual, monthly or transaction fees for the usage of your Visa Card. There may be a financial institution fee for obtaining a cash advance. The amount of any charge will be deducted automatically from your account.

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Card. This additional limit on liability does not apply to ATM transactions or to transactions using your PIN which are not processed by Visa. Such transactions are subject to the Regulation E guidelines discussed above.

You may not place a stop payment on any purchase transaction conducted with your Visa Card.

You agree to not use your Visa Card for illegal gambling or other illegal purpose. Display of a Visa logo does not necessarily mean that transaction(s) are lawful in all jurisdictions in which you may be located. We reserve the right to decline illegal purpose and/or internet gambling transactions. If you use your Visa Card to engage in certain activities deemed illegal by federal and/or state laws, you will nevertheless be liable for any resulting transaction(s) made by the use of your Visa Card.

When you use your card for a transaction denominated in a currency other than U.S. dollars, the transaction amount will be converted into U.S. dollars by applying an exchange rate selected by Visa from among the range of rates available in wholesale currency markets or the government mandated rate one day prior to the applicable central processing date. The day processing date may be later than the date of your purchase. In addition an International Service Assessment fee of up to 1 percent may be applied to your transaction.

Neither we nor merchants authorized to honor the Visa Card will be responsible for the failure or refusal of anyone to honor the Visa Card, or the declination of any transaction.

The Visa Card is the property of Alpine and may be revoked or canceled without notice and for any reason. You agree to surrender the Visa Card upon demand.

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 section describes rights you have when you receive substitute checks from us. The rights in this section 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:

Alpine Capital Bank
680 Fifth Avenue, 7th floor
New York, NY 10019
Phone (212) 328-2555
Fax (212) 328-2444

as soon as you can. 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 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 and the amount of the check.

INTERNET ACCOUNT ACCESS AGREEMENT

Alpine's Online Banking allows you to view your account information and effect certain transactions via the Internet. As used in this section, the terms "Alpine," "Bank", "us," "we," or "our" mean Alpine Capital Bank or any of its affiliates, whichever hold your accounts or provide you services, and "you" or "your" means the person(s), or in the case of a business account, the business entity, registered to use Alpine Online Banking and Alpine Mobile. This Agreement contains the terms and conditions for Alpine Online Banking, Alpine Mobile and any applicable software products and associated documentation we may provide through those websites (collectively, the "Online Service"). Alpine and you agree as follows:

(1) ALPINE ONLINE SERVICE: The Online Service is an online financial services website offering a variety of content, products and services. We grant to you, for your personal or internal business purposes only, a non-exclusive, non-transferable limited and revocable right to access and use the Online Service as well as any software in object code. Your use of the Online Service, or your allowing another person to use or access our Online Services, or download or use any software, shall mean that you agree to these terms and conditions.

Note: By offering this Online Service and information, products or services via the Internet, we make no distribution or solicitation to any person to use the Online Service or such information, products or services in jurisdictions where the provision of the Online Service and such information, products or services is prohibited by law.

Your "User ID" is a unique identification for the Online Service that you select or that we have assigned to you. Access to the Online Service will require your User ID and a password.

(2) COMPUTER EQUIPMENT; BROWSER ACCESS:

Installation, Maintenance and Operation of Equipment: You are responsible for obtaining, installing, maintaining and operating all computer equipment, in accordance with such requirements as may be (i) provided by the equipment manufacturers and (ii) any other documentation provided to you by Alpine in connection with your accounts and services. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and Internet security software. You agree that you will update such software periodically in accordance with a reasonable schedule.

Browser Access: By utilizing a browser with encryption capabilities, you may access the Online Service. You are responsible for obtaining a browser capable of a sufficiently high level of encryption to meet the systems requirements established by Alpine from time to time. Access to the Online Service outside of the United States is offered on a limited basis and in such jurisdictions as determined by Alpine from time to time. You agree that you will not attempt to access the Online Service from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Online Service from one of these countries may result in your access being restricted and/or terminated. Alternatively, if Alpine makes browser software available to you, you may use such browser or any other browser of your choice to access the Online Service via the Internet so long as it meets Alpine's encryption standards. Any browser software made available to you by Alpine may not under any circumstances be removed from the United States and must be downloaded by you in the United States. You acknowledge that Alpine is not responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for, any browser or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet. Although Alpine may make browser software available to you or facilitate a link to a third party site where you may download such browser software, Alpine makes no endorsement of any specific browser software. Your use of any browser may also be subject to the license agreements of the browser manufacturer, in addition to the terms and conditions of this Agreement.

If you access the Online Service via the Internet, you are also responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider, and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly

assume such risks (to the extent the law allows you to do so). You acknowledge that you are responsible for the data security of all software, hardware, or other equipment used to access the Online Service, and for the transmission and receipt of information using said systems. You acknowledge that you have requested the service for your convenience, have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information and initiating instructions, and that you are satisfied with that assessment.

You further agree not to use the Online Service for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the Online Service without our prior written consent. You agree not to use the Online Service to pay payees to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law. In addition, you may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Online Service, or use the Online Service to develop similar functionality; (b) copy any portion of the Online Service, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of the Online Service or otherwise transfer any rights; (d) remove any propriety or intellectual property rights notices or labels on the Online Service; or (e) otherwise exercise any other right to the Online Service not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to the Online Service. No license or other right in or to the Online Service is granted to you except for the rights specifically set forth in this Agreement.

(3) PASSWORDS: Alpine may, at its option, change its password parameters without prior notice to you, and if it does so, you may be required to change your password the next time you log in to the Online Service. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Service, you agree to protect and keep confidential your User ID, password, and other means of accessing your accounts via the Online Service. You are responsible for all transactions performed using your password via the Online Service to the fullest extent allowed by law.

Note: ACCOUNT ACCESS THROUGH THE ONLINE SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE ONLINE SERVICE, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

(4) TRANSACTIONS: Alpine may permit you to perform various transactions with respect to your account(s) via the Internet. Transactions effected on days on which the Bank is closed may not be effective until the next business day. If you have questions about the effective date of your transactions, please contact us.

(5) NOTICES: You agree that by using the Online Service with a browser, all notices which we may be required to give you arising from our obligations under this Agreement, other agreements you may have with us concerning your accounts or services, or from applicable law, may be sent to you electronically to any electronic mail address you provide to us or in any other manner permitted by law.

(6) NEW FEATURES: We may, from time to time, introduce new features to the Online Service or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

(7) CHARGES: General access to the Online Service is currently provided to you at no additional cost. However, you may incur fees if you use or obtain some of the products or services available through the Online Service. Alpine reserves the right from time to time to add or modify its service charges and will notify you when it does so. You are responsible for all fees imposed by any telephone or Internet service provider in connection with your use of the Online Service.

(8) NO WARRANTIES: EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW

REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING IN ANY WAY OUT OF, THE EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, THE ONLINE SERVICES PROVIDED HEREUNDER, YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES, YOUR TELEPHONE SERVICE OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND ALPINE'S CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THESE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS. ALPINE IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, SOFTWARE, MODEM, TELEPHONE, OR OTHER PROPERTY RESULTING FROM YOUR USE OF THE ONLINE SERVICE. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

(9) OTHER AGREEMENTS: In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this service or products which may be accessed via this service, Alpine's Account Agreement and Disclosures, any legal terms and conditions found on the home page of our Website (www.alpinecapitalbank.com), the license agreement of any browser utilized to access the Online Service, and applicable state and federal laws and regulations. If you are an existing Alpine Online Service customer, this Agreement supplements the Alpine Online Service agreement to which you agreed at your initial logon to that service, and modifies and supersedes that original agreement only with respect to the mutual sections contained in both agreements; all remaining provisions of the original Alpine Online Service agreement not otherwise addressed in this Agreement shall continue in full force and effect.

(10) ALPINE'S RIGHT TO TERMINATE: Alpine reserves the right to terminate or suspend this Agreement and the services covered hereby, in whole or in part, at any time and for any reason without prior notice, including but not limited to, your failure to access the Online Service for a period of three (3) months or greater. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of the Online Service and delete any applicable copies.

(11) ALTERATIONS AND AMENDMENTS: The terms of this Agreement and other documentation and requirements associated with the Online Service may be altered or amended by us, in our sole discretion. In such event, we shall either post such changes to our website, or if we are required to do so by applicable law, send an electronic notice to your Internet address or such other address as may appear on Alpine records. Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Online Service. Your use of the Online Service after we have provided such a notice of change will be considered your agreement to the change.

(12) DISPUTES: In the event of a dispute regarding the Online Service provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

(13) INDEMNITY: You acknowledge and agree that you are personally responsible for your conduct while using the Online Service and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Online Service, or the use of the Online Service by anyone using your User ID or password, or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

(14) ASSIGNMENT: Alpine may assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

(15) RECORDS: Alpine's records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to Alpine and, in the absence of manifest error, will be binding and conclusive.

(16) COMMUNICATIONS: Unless otherwise prohibited by law, any communication or material you transmit to us via the Alpine website or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our privacy policy, including reproduction, publication, broadcast and posting. We are entitled, but not obligated, to monitor, retain and review all communications, including those by telephone, e-mail and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations and to maintain the security of the Online Service.

You agree to provide a valid e-mail address so that we may send you certain information related to the Online Service. To service and manage any of your account(s), or the services offered through the Online Service, we may contact you at any telephone number you provide or any number where we believe we may reach you. When you give us your mobile phone number, we have your permission to contact you at that number about all your Alpine accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

Note: The submission of any suggestion, idea, proposal or other material you provide to us becomes our property without limitation for further consideration.

(17) SPECIAL PROVISION FOR BUSINESS CUSTOMERS: Any User ID or password we provide to you is provided to you in your capacity as a representative of the business entity registered with the Online Service only, and may not be retained by you after any termination of your relationship with such business entity. You agree to inform us immediately if a person with access to a password leaves the employ of the entity to which that password has been assigned.

(18) SITE LINKS: The Online Service may contain links to other third party web sites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.

(19) RISK OF LOSS: In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

(20) MOBILE SERVICES: Your enrollment in the Online Service may include access to some products and services through a mobile device or via Alpine Capital Bank Mobile Banking ("Mobile Services"). By using the Mobile Services, you agree to the following terms. You agree that we may send you information relative to Mobile Services through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your applicable account or otherwise related to the Mobile Services. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

The Mobile Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services or functionality described on the Alpine website and in the Agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via the Mobile Services, including balance, transfer and payment information, may differ from the information that is available directly through the Online Service and the Alpine website without the use of a mobile device. Information available directly through the Online Service and the Alpine website without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in the Agreement or on the Alpine website, or may be more current than the information available via the Mobile Services, including but not limited to account balance information. The method of entering instructions via the Mobile Services may also differ from the method of entering instructions directly through the Online Service without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Services. We are not responsible for such differences, whether or not attributable to your use of the Mobile Services. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

(21) ALERTS AND MOBILE TEXT SERVICES: Your enrollment in the Online Service includes access to mobile text messaging related services (collectively, "Text Services") and alerts. By receiving or otherwise using these services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. The alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You also understand that there may be a disruption in service when you change your communications service provider. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the alerts and Text

Services. The Text Services are only available to customers who have an eligible account with us, and you may be automatically enrolled to receive certain alerts. While you have to have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the alerts and Text Services but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. Message and data rates may apply. Such charges include those from your communications service provider. Message frequency depends on user preferences.

(22) ACCOUNT INFORMATION: Account information provided to you as part of the Online Service is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. The Online Service information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

(23) OUR RIGHT TO REVIEW FUNDS PROCESSING: As a sender of instructions to transfer or collect funds using the Online Service, you acknowledge and agree that we may delay or cancel the execution of your online instructions and/or charge back the amount of any credit to the applicable account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

(24) RISKS OF ELECTRONIC TRANSACTIONS AND ACCESS TO INFORMATION: Your ability to access the Online Service may be limited during periods of high volume, systems upgrades and maintenance or for other reasons. If the Online Service is not available for transactions, or if conditions render its use inappropriate, you agree to use alternative means to place your orders, such as calling Alpine. We will not be liable to you if you are unable to access the Online Service or complete transactions through it.

GENERAL RULES AND REGULATIONS OF ALPINE

(1) APPLICABLE LAWS, RULES AND REGULATIONS: All of your Alpine accounts are governed by these rules and regulations, the laws of the United States, the laws of New York State, the supervisory rules and regulations of the New York State Department of Financial Services, the Federal Deposit Insurance Corporation, and the Federal Reserve System, and the general commercial banking practices in the area served by Alpine.

(2) ADDRESS: You must promptly notify Alpine in writing of any change in your address. All statements and notices to be mailed to you will be sent to you by ordinary mail at the address last recorded by Alpine.

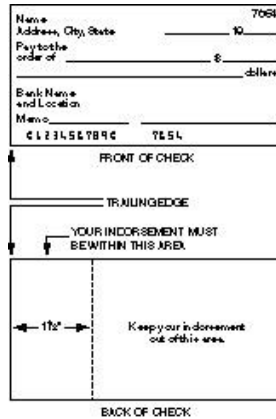
(3) HOURS: Alpine will open its office during the hours it finds suitable and convenient. Deposits received by Alpine after 3:00 p.m. or when Alpine is closed for business will be considered received on the following business day.

(4) ENDORSEMENTS: Alpine may, but does not have to, endorse a deposit item for you. As a paying bank and as a bank of first deposit, Alpine is required to place its endorsement stamp in prescribed positions on the back of a check. You assume all responsibility and liability for any loss that Alpine may suffer as a result of placing your endorsement on the back of the check in such a manner that obscures other endorsements which then causes a delay in the forward processing and/or return processing of the check. You should only place an endorsement on the back of a check in the area from 0.0 to 1.5 inches from the trailing edge of the check. The trailing edge of the check is the left side of the check looking at it from the front.

When you endorse a check, you must:

- (a) clearly sign your name;
- (b) use black or dark blue ink if possible
- (c) never use a faint color, like red, pink or any pastel, or a gel ink (these do not copy well);
- (d) sign near the top of the space provided, or just below any other signature in that space;
- (e) stay out of the area below the space for endorsers; most check forms have a line separating the endorsement area; and
- (f) keep any stamp within the area set aside for handwritten signatures.

Here is a picture that shows you the correct endorsement area.



Alpine retains the right to refuse a check for deposit when the back of the check is unreasonably obscured.

In addition, Alpine will accept checks containing two endorsements for deposit provided that the deposit is made in person at Alpine by you, subject to the approval of an officer or manager.

(5) AVAILABILITY OF FUNDS DEPOSITED AT ALPINE: Alpine's policy, pursuant to Regulation CC, is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written.

Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. 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, 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 day that we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

Same-Day Availability

Funds from the following types of deposits are available on the day Alpine receives the deposit for the purpose of paying checks you have written:

- (1) Wire transfers and electronic direct deposits to your account, including pre-authorized credits, such as Social Security benefits and payroll payments;
- (2) Checks drawn on Alpine;
- (3) Cash (available for cash withdrawal if processed on that day).

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of deposit:

- (1) Cash, checks drawn on Alpine, wire transfers, and electronic direct deposits to your account, including preauthorized credits, not given same day availability;
- (2) U.S. Treasury checks that are payable to you and deposited into your account;

If you make the deposit in person to one of our employees with a special deposit slip that is available at Alpine, funds from the following deposits are also available on the first business day after the day of your deposit:

- (3) Federal Reserve Bank, Federal Home Loan Bank checks and U.S. Postal money orders that are payable to you and deposited into your account;
- (4) State and local government checks that are payable to you;
- (5) Cashier's, certified, and teller's checks that are payable to you;

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day your deposit is received by Alpine.

Other Check Deposits:

Our policy is to make funds from other checks available as follows:

The first \$200 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available to pay checks you have written to others and \$400 will be available for cash withdrawals on the second business day after the day of your deposit. On the next business day, the remainder is available for cash withdrawals.

For example, if you deposit a check of \$700 on a Monday, \$200 of the deposit will be available on Tuesday. \$500 will be available on Wednesday to pay checks written to others and \$400 will be available for cash withdrawals. On Thursday, the remainder will be available for cash withdrawals.

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (1) We believe a check you deposit will not be paid;
- (2) You deposit checks totaling more than \$5,000 on any one day;
- (3) You redeposit a check that has been returned unpaid;
- (4) You have overdrawn your account repeatedly in the prior six (6) months;
- (5) There is an emergency, such as failure of communications or computer equipment.

Alpine will notify you if we delay your ability to withdraw funds for any of the above reasons, and will tell you when the funds will be available. They will generally be available no later than five (5) business days after the day of your deposit.

If you are a new customer, the following special rules generally will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 from a deposit of checks described in the Next-Day Availability section above and traveler's checks will be available on the first business day after the day of your deposit, and the excess over \$5,000 will be available no later than the sixth business day after the day of your deposit. Funds from deposits of checks generally available on the second or third business day after the day of deposit will be available no later than the ninth business day after the day of deposit.

General Policy

Alpine's policy on availability of funds from checks that you deposit will not affect your obligation to repay Alpine for any check that you deposit that is not paid nor will it affect Alpine's right to charge back to your account, or obtain reimbursement for, any check that is not finally paid for any reason.

(6) FINAL PAYMENT OF CHECKS, DRAFTS AND OTHER INSTRUMENTS: Alpine chooses the method of obtaining final payment on your deposited items and may use other banks in the process. Alpine is not responsible for actions taken by other banks, nor for the loss or destruction of any items in the possession of other banks or in transit. Any bank may refuse to honor a deposit or may honor one refused by another bank. Alpine is not responsible for any act or failure to act that is reasonable under the laws, rules, regulations, or practices listed above. Any item not finally paid (i.e., returned unpaid) will be deducted from your account.

(7) CHECKS DRAWN ON ALPINE: Your account may be debited on the day an item is presented to Alpine or at such earlier time as notification is received by us by electronic or other means that an item drawn on your account has been deposited for collection in another financial institution. A determination of your account balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of return of the item, and no more than one such determination need be made.

(8) RECEIPT OF AUTOMATED CLEARING HOUSE ENTRIES: All Automated Clearing House ("ACH") credits and debits received for your account will be received by Alpine subject to the rules of the National Automated Clearing House Association and any other applicable ACH rules. You agree to be bound by the ACH rules. Any

credit given by Alpine to you for an ACH transaction shall be provisional until Alpine receives final payment. If Alpine does not get paid, Alpine may charge the amount to your account or obtain a refund from you. Unless Alpine otherwise agrees in writing, Alpine shall not notify you of its receipt of ACH transactions.

(9) CLAIMS AGAINST ALPINE: If Alpine receives notice concerning any claim of forged endorsement or alteration of any check that you deposited or cashed, Alpine shall make a good faith determination as to whether or not your account should be charged for the amount of the item. Alpine may exchange information with others concerning any claim of forged endorsement or alteration on any check that you deposited or cashed.

(10) INSUFFICIENT BALANCES: You must maintain a sufficient available balance in your account to cover the items you issue. For the purposes of this paragraph, an *item* shall include a check, written order, or electronic transaction. If an item is presented to Alpine for payment at the time when there is not a sufficient balance of available funds in your account, Alpine may pay the item or refuse payment and return it unpaid. If Alpine pays the item, you will be responsible for it.

In the event that multiple items are presented to your account for payment at a time when there is not a sufficient balance of available funds to cover all of them, Alpine may choose to pay some or all of these items. Should the Bank choose to pay only some of the items and return the others unpaid, Alpine will pay the smallest items first. You will be responsible for those items that Alpine pays.

(11) ACCEPTABLE FORM OF CHECKS: Alpine may return unpaid any check not drawn on a form authorized by Alpine or Alpine may assess an additional fee for processing such checks.

(12) WITHDRAWAL LIMITATIONS: Alpine may refuse to allow a withdrawal from any account in certain cases as follows:

1. There is a dispute about your account (unless a court has ordered Alpine to allow the withdrawal);
2. Sufficient funds are not yet available;
3. Alpine has been served with legal documents (such as a garnishment, attachment, levy, execution, or restraining notice) which prevents Alpine from permitting the withdrawal;
4. An equipment problem at Alpine prevents Alpine from determining the available funds;
5. If Alpine has exercised its right to require notice of an intended withdrawal as discussed herein;
6. Your account is being used as collateral to secure a debt;
7. The Bank has some suspicion of fraud or irregularity;
8. Someone, who Alpine believes, in its sole discretion, is authorized to act for the depositor, directs Alpine to not make the payment;
9. The signatures on the check, or other withdrawal request, do not compare favorably with the specimen signature(s) for your account in Alpine's records;
10. Any required documentation has not been presented or is incomplete; or
11. You fail to repay a loan from Alpine on time.

You will be advised of the reasons for refusal if such action is taken.

(13) POSTDATED CHECKS: You must not date a check for a future date. If you do, and the check is presented for certification or payment before its date, Alpine may, at its sole discretion, return it unpaid. Alpine will not be responsible for paying or certifying it and may charge your account. Alpine shall not be liable for dishonoring and returning other checks drawn, accepted, or made by you as a consequence of Alpine having certified or paid a post-dated check.

(14) CONDITIONAL CHECKS: You shall not put a condition on any check. If you do and the item is presented to Alpine for payment, Alpine may, at its sole discretion, pay the check or return it unpaid, whether or not the condition has been met.

(15) CASHING OF ITEMS: In the event that Alpine does cash an item and such item is returned unpaid, Alpine is authorized to deduct such amount from any account maintained by you whether individually or jointly.

(16) LIEN AND SET OFF: Alpine shall have a continuing lien on any personal property in Alpine's possession and your accounts for the amount of any and all of your liabilities and obligations to Alpine, whether now existing or incurred in the future. In addition, Alpine may set-off against your accounts any liabilities and obligations owed to Alpine, whether unmaturing or contingent. Alpine shall notify you of the set-off, together with the reasons for the set-off, prior to or on the same business day the right of set-off is exercised against the funds in your account. Notwithstanding the above, Alpine will not assert, claim or exercise any right of set off against any deposit account into which social security or supplemental security income payments are deposited pursuant to an agreement with Alpine which provides that such payments be deposited directly into such deposit account without presentation to you at the time of deposit.

(17) JOINT ACCOUNTS: An account opened by two persons is a joint account with right of survivorship. (Alpine reserves the right to open a joint account for more than two persons, but if it does, the following provisions shall apply to each of the joint tenants.) Either of you can control the account as if it were your own. All deposits and any additions or accruals thereto shall become the property of each of you as joint tenants. Alpine may, at its option, honor checks drawn by, or other withdrawal requests received from, either of you and otherwise release part or all of the account balance to either of you. In addition, Alpine may accept instructions regarding the account from either of you without liability to the other joint tenant.

If Alpine receives legal process against either of you individually, it may be required to remit all of the funds held in the joint account to a third party judgment creditor. Alpine is authorized by both of you to charge the joint account up to the full balance in the account to satisfy any debt (including an overdraft on any other account) owed to Alpine or third party judgment creditor by either of you, even if only one of you is liable for the amount.

Upon the death of either of you, the account will belong to the survivor. In such event, Alpine may at its option, honor checks or other withdrawal requests from the survivor. However, Alpine may require the survivor to produce certain legal documents prior to releasing the funds on deposit.

If either of you provides Alpine with a signed written request not to pay or release any funds in the account, Alpine may, at its option, require the written authorization of both of you before paying or releasing any funds from the account.

Each of you authorizes the other to deposit checks payable to either of you or to both of you jointly to your account with or without an endorsement. If a deposited item is returned unpaid, each of you is liable to Alpine for the full amount regardless of who deposited or cashed the item. Each joint owner agrees to reimburse Alpine for any overdrafts regardless of whether the joint owner caused or benefited from the overdraft.

(18) CONVENIENCE ACCOUNTS: An account opened by a depositor ("owner") and another person, and in form to be paid or delivered to either "for the convenience" of the owner, is a convenience account without right of survivorship. (Alpine reserves the right to open a convenience account for more than two persons, but if it does, the following provisions shall apply to each of the convenience tenants). Any deposit and any additions or accruals thereto, is the property of the owner individually. Alpine may, at its option, honor checks drawn by, or other withdrawal requests received from, either of you during the lifetime of the owner. Alpine may accept instructions regarding the account from the owner, and will not treat the account as the property of the other named person(s) after the death of the owner. Alpine is not responsible to ensure that checks drawn or withdrawals made by the other person are used for the benefit of the owner.

If Alpine receives legal process against the owner of the convenience account (but not the other named person(s)), it may be required to remit all of the funds held in the convenience account to a third party judgment creditor. Alpine is authorized by the owner to charge the convenience account to satisfy any debt (including an overdraft on any other account) owed to Alpine or third party judgment creditor by the owner of the convenience account.

Upon the death of the owner, the account will belong to the deceased owner's estate, not to the other named person(s) on the account. In such event, prior to receipt by Alpine of written notice of the death of the owner and for such reasonable period thereafter, Alpine may, at its option, honor checks or other withdrawal requests from the other named person(s) or persons. Additionally, upon the death of the owner and prior to service upon Alpine of process from a court of competent jurisdiction prohibiting payment, and for such reasonable period thereafter as shall enable

Alpine to comply, Alpine may make payment to the executor, administrator, or voluntary administrator of the deceased owner's estate.

Unless Alpine receives written notice signed by the owner not to pay or deliver any convenience deposit, or addition or accrual thereon, Alpine shall not be liable to the owner for continuing to honor checks or other orders drawn by, or withdrawal requests from, the other named person(s). If the owner provides Alpine with a signed written request not to pay or release any funds in the account, Alpine may, at its option, require the written authorization of the owner before paying or releasing any funds from the account. Only the owner may close the account during the lifetime of the owner.

(19) TOTTEN TRUST ACCOUNTS: If you open an account in your name payable on your death to another person or in trust for another person (the "beneficiary") without presenting formal trust papers, you may make deposits, withdrawals, or close the account at your discretion. After your death, New York State law will determine who may claim the funds on deposit. Your social security number must be used for income tax reporting purposes. Alpine may require certain legal documents before releasing funds on deposit.

(20) UNIFORM TRANSFERS TO MINORS ACT: If you open an account for a minor under the New York Uniform Transfers to Minors Act, although you, as custodian, control the account, the designated minor is the owner of the funds in the account. The social security number of the minor is to be used for income tax reporting.

- A custodian account under the Uniform Transfer to Minors Act (UTMA) may be opened by any adult donor who wants to make an irrevocable gift of money to a minor (any person who has not attained the age of 21 years). Control over the account is given to an individual Custodian who may also be the donor. The account is owned by the minor. The Custodian may select the age (the 18th or 21st birthday) at which the minor will receive the funds on deposit. Unless otherwise indicated on the account records, for this purpose, the law deems 21 to be the age of majority. The Custodian is empowered to hold, invest or reinvest such funds as he or she may deem advisable for the support, maintenance and education of the minor.
- Annual Tax statements (IRS Form 1099's) are titled and reported under the minor's Social Security number, and such number must be provided to the Bank and certified by the custodian when the account is opened.
- The account should be turned over by the Custodian to the minor when he or she reaches the age designated at account opening, or in the event of the minor's death prior to that age, to his or her estate.
- A Custodian may arrange to have someone take his or her place in the event of resignation, death or legal incapacitation by executing and dating a formal Successor Custodian Designation Form. If there is no Successor Custodian designated and the Custodian of record resigns, dies, or becomes legally incapacitated and minor is at least 14 years of age, the minor may choose his or her Successor Custodian by executing and dating a formal Successor Custodian Designation Form. If the minor is under the age of 14, a Successor Custodian must be appointed by a court.

(20a) GUARDIAN ACCOUNT

- A guardian is a type of fiduciary with the legal power and duty to manage the property and rights of another person who is considered incapable of handling his or her own affairs- generally because of age. A minor child's guardian can be a natural (e.g. parent, grandparent) and/or a legal proper guardian.
- Natural Guardian: A minor's natural guardian is the person who has custody of the minor and has the duty to provide him or her with financial support, education and shelter. Custody of the minor, however, does not extend to the minor's property, to be able to exercise control over the minor's property, the person must first be appointed by a court as the minor's legal property guardian.
- Guardian of the Property: A Guardian of the Property is a person appointed by a court to manage the funds of a minor or other incapacitated person. The court may order a legally appointed guardian to deposit funds owing to an infant in an Alpine Capital Bank account, pending the minor's reaching majority at age eighteen. The court may further order the guardian to deposit the funds into a specific account for a specific term (a Time Deposit account). The funds may be subject to the joint control of the court or a surety bonding agency, and the court order or Letters of Guardianship may direct the Bank to withhold payment beyond a minor's eighteenth birthday.
- The property should be turned over by the guardian to the minor when he or she reaches the age of majority or on the date shown in the Letters of Guardianship, or in the event of the minor's death prior to that age, to his or her estate.

- The guardian must provide to the Bank a certified copy of the Letters of Guardianship when the account is established. The minor's date of birth and Social Security number must also be provided at that time. Annual Tax statements (IRS Form 1099's) are reported and certified under the minor's Social Security number.
- A guardian for an incapacitated adult may be appointed by a court to manage the person and/or property of the ward. The court order establishing the guardianship is the controlling document setting forth the guardian's precise powers. The court order may permit the guardian to open bank accounts on behalf of the incapacitated person. A certified copy of the Commission to Guardian(s) must be provided to the bank before accounts may be established. Following the death of the incapacitated person, a court order discharging the Guardian(s) will be required before payment to the estate.
- If the guardian dies or is otherwise unable to perform his or her duties a successor guardian must be appointed by a court.

(21) STOP PAYMENTS: Alpine will accept stop payment orders from you provided Alpine has a reasonable opportunity to act on such a stop payment order. Alpine will not be able to stop payment on a check unless you give Alpine the account number, the exact amount and number of the check, the payee, and the date of the check. Oral stop payment orders expire after fourteen (14) days unless confirmed in writing. Written stop payment orders will cease to be effective six (6) months after the date the order is recorded. The stop payment order may be renewed in writing. A stop payment order will not be effective on a check previously certified or paid by Alpine. However, Alpine may stop payment on a certified check or a Alpine official check at its discretion if the certified or Alpine official check has been lost, stolen, or destroyed, and upon your providing an affidavit of fact and a surety bond or other form of security acceptable to Alpine.

Alpine shall not be liable for failure to effectuate a stop payment order if: 1) you do not provide Alpine with all the information as enumerated above and with a reasonable opportunity to effectuate the stop payment order; 2) Alpine determines as permitted by law not to stop payment on a certified item or Alpine official check; or 3) the item in question is a postdated item.

(22) SERVICE CHARGES: Your account, whether active or inactive, may be subject to various service charges. Alpine may deduct service charges from your account without your further authorization, and it may change the amount of charges or the services for which charges will be required from time to time. A Schedule of Service Charges is available upon request. This schedule is a part of these rules and regulations.

(23) ABANDONED ACCOUNTS: New York State law requires Alpine to send to the State as abandoned property the funds on deposit when there have been no transactions by you, or written communication from you, for approximately three (3) consecutive years. You can prevent this turnover by making a transaction or by notifying us in writing that you know your account still exists at Alpine. After the turnover, New York State holds the funds in trust for the benefit of the rightful claimants, and any claims must be made directly to the state. Your account may be charged for certain expenses incurred by Alpine in remitting funds to the State.

(24) INDEMNITY: If you ask Alpine to follow instructions which Alpine believes exposes it to potential liability under the law, Alpine may refuse to follow your instructions, or may require a surety bond or other protection, such as your indemnity, all of which must be approved by Alpine, before following the instructions.

(25) DUTY TO INSPECT STATEMENTS AND ADVICES: Alpine may from time to time send or make available advices and statements to you (or hold them pursuant to your instructions) which will contain a record of transactions (including service charges) during that statement period. The statement may include the cancelled checks that have been charged to your account. You must exercise reasonable care and promptness in examining all advices, statements and checks (if included) and notify us in writing of any errors, discrepancies, or irregularities, including, but not limited to, unauthorized or missing drawer's signatures or alterations, or unauthorized transfers or withdrawals, within thirty (30) days from the time the advice or statement is mailed to you (or made available to you). However, you shall notify Alpine, in writing, that any endorsement was unauthorized, improper, or missing on any item drawn on your account, that any item payable to you was improperly negotiated by Alpine, or that any deposit was not properly credited to your account, within six (6) months from the time the advice or statement is mailed to you (or made available to you). We will tell you the results of our investigation within ten (10) business days after we hear from you, and we will correct any error promptly. You must notify Alpine of the non-receipt of an expected statement. Alpine will not be responsible for any loss suffered by you if you do not notify Alpine in writing within these stated

time periods.

You may not institute any legal proceedings or action against Alpine for any claim which you may have regarding any of your accounts, including, but not limited to, errors, discrepancies, or irregularities unless a) you have given the written notice described above, and b) such legal proceeding or action is commenced within one (1) year after the date when the statement or advice reflecting or omitting the transaction giving rise to the claim was mailed or made available to you.

(26) BALANCE INFORMATION: Balances change on a frequent basis. If you ask Alpine the amount of your balance at any given time, there is no assurance that the same balance will be in your account at the time the checks you write are presented for payment. You hereby waive any claims against Alpine based on representations made by Alpine, either orally or in writing, to you or a third party on your behalf, as to the balance in your account at any given time.

(27) ASSIGNMENTS/POWER OF ATTORNEY: No account may be transferred or assigned to a third party, except, in some cases a CD may be assigned as collateral. Alpine will recognize the authority of someone to whom you have given power of attorney with regard to any of your accounts subject to documentation approved by Alpine. Any revocation of a power of attorney must be given to Alpine in writing.

(28) LOANS: Your accounts shall not be used to secure any loans made to you unless Alpine, at its sole discretion, gives written consent.

(29) FDIC INSURANCE: Alpine is a member of the Federal Deposit Insurance Corporation (FDIC), an independent agency of the United States Government that protects the funds depositors place in banks and savings associations. Each depositor's accounts at Alpine are covered by FDIC insurance. FDIC insurance covers all deposit accounts, including checking and savings accounts, money market deposit accounts, and certificates of deposit. FDIC insurance does not cover other financial products and services that banks may offer, such as stocks, bonds, mutual fund shares, life insurance policies, annuities or securities.

The standard FDIC insurance amount is \$250,000 per depositor, per insured bank, for each account ownership category.

The FDIC provides separate coverage for deposits held in different ownership categories. Depositors may qualify for more coverage if they have funds in different ownership categories and all FDIC requirements are met. For more information regarding coverage, ownership categories, and requirements, please visit www.fdic.gov/deposit/deposits.

(30) TERMINATION OF ACCOUNT: You or Alpine may close your account at any time and you will receive any available balance in your account. CD's that are terminated prior to maturity will incur a penalty as described herein. Any checks presented after your account is closed will be returned unpaid. After your account is closed, Alpine may exchange information about your account with others.

(31) EXCHANGE OF INFORMATION: You authorize Alpine to exchange information about you and any and all accounts you maintain with any affiliate of Alpine. We will disclose information to third parties about your account when it is necessary to complete a transaction, 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 legal process, or if you have given us your written permission.

(32) WAIVERS: Alpine may waive any of these rules and regulations, but the waiver will apply only on that occasion. All waivers must be in writing and signed by an authorized officer to be valid.

(33) WAIVER OF JURY TRIAL: Both you and Alpine hereby agree to waive all right to trial by jury in any action, proceeding or counterclaim, of whatever type or nature, including actions in contract or tort, arising out of this agreement, any account you have at Alpine, or the relationship established by this Agreement.

(34) DISPUTES: In the event of a dispute regarding your account(s), you and Alpine will try to resolve such dispute by looking to this Agreement. This Agreement may only be modified if in writing and signed by Alpine. Oral

statements by officers or employees of Alpine will not modify this Agreement.

(35) SEVERABILITY: If any provision of this Agreement is held to be illegal or unenforceable, the validity of the remaining portions of this Agreement shall not be affected.

(36) LIABILITY: You agree that i) Alpine shall not be liable for any damages unless such damages are the direct result of Alpine's gross negligence or willful misconduct; and ii) Alpine shall not be liable for indirect, special, or consequential damages regardless of the form of action and even if Alpine has been advised of the possibility of such damages.

In the event of Alpine's: i) failure to stop payment on an item or ii) payment of an item bearing an unauthorized signature, forged drawer's signature, forged endorsement or alteration, Alpine's liability, IF ANY, shall be limited to the face amount of the item.

(37) JURISDICTION AND VENUE: Any action against Alpine arising from or relating to your accounts or services provided by Alpine must be brought by you in state or (where there is subject matter jurisdiction) federal court located in the State of New York, County of New York. In addition, you consent to the jurisdiction and venue of the state and federal courts located within the State of New York, County of New York, for the adjudication of all claims made by Alpine against you arising from or relating to your account or the services provided by Alpine.

(38) AMENDMENTS: Alpine may amend these rules and regulations at any time. Except for changes in the law which must be implemented immediately, notice of change will be posted in our office for at least ten (10) days informing you of any changes, or a notice may be sent to you by ordinary mail and shall be effective immediately, unless otherwise required by law.