

# Addendum to Deposit Account Agreement and Personal Accounts Fee Schedule

Accurate as of 08/21/2007

## General Provisions

This document describes the features of First Market Bank's personal deposit accounts, including the balance requirements to avoid service charges and information about how interest is calculated on interest-bearing accounts. The fees charged on our personal accounts are also listed in this Addendum. The terms and conditions of First Market Bank's deposit accounts are set forth in our Deposit Account Agreement and this Addendum to the Deposit Account Agreement, which will be provided to you on request and when you open an account. Items presented for payment are paid in the order of highest dollar amount to lowest dollar amount.

**Account Fees** - Service charges and transaction fees for all currently offered personal checking, savings and money market accounts are listed in this Addendum. Some accounts allow you to avoid the monthly maintenance charges by meeting minimum balance requirements. Regardless of whether you pay monthly maintenance charges, there may be charges for other services as outlined under "Other Fees and Services for Personal Accounts" in this document.

**Balance Computation Method** - The Bank uses a daily balance method of calculating interest on interest-bearing checking, savings, and money market accounts. This method applies a daily periodic rate to the collected balance in the account each day. The daily periodic interest rate is equal to the interest rate divided by 365 or 366, as appropriate.

**Payment of Interest** - For interest-bearing checking, savings, and money market accounts, interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks). Interest will continue to accrue up to, but not including, the day of withdrawal. Interest is compounded daily and is credited on the last day of the statement cycle or the last day of the month, whichever is appropriate for the account type.

All interest bearing checking, savings and money market account types offered by the bank follow the same Tier and Daily Balance requirements for earning interest as stated below.

- You must maintain the following minimum daily balances to obtain the annual percentage yield disclosed at the time you opened your account:

Tier	Daily Balance
Less than \$5,000	\$ 0.01
\$5,000 to \$9,999	\$5,000.00
\$10,000 to \$24,999	\$10,000.00
\$25,000 to \$49,999	\$25,000.00
\$50,000 to \$99,999	\$50,000.00
\$100,000 and over	\$100,000.00

Interest rates paid on interest-bearing checking, savings, and money market accounts are subject to change and may be adjusted daily at the bank's discretion.

**Periodic Statements** - For interest-bearing checking, savings, and money market accounts, the Bank will send you a periodic statement for each of your accounts showing your account balance and transactions. If applicable, the statement will also indicate interest earned and interest credited during the statement period.

## CHECKING ACCOUNTS

### Free Checking

- This account does not earn interest.
- You must deposit \$25 to open this account.
- There is no monthly maintenance charge.
- There are no minimum balance requirements.

Other fees still apply, including but not limited to, non-First Market Bank ATM charges, checks paid into overdraft, checks returned due to insufficient funds, deposited checks returned, dormant account fees and stop payment orders. Please see the schedule of Other Fees and Services for Personal Accounts enclosed in this notice which may apply.

### Free Checking with Flex Access

The same features and account requirements for Free Checking above also apply to Free Checking with Flex Access with the following exception;

- \$3,000 minimum daily balance to receive the Flex Access feature.

When you maintain the required minimum daily balance you receive up to 5 free non-Bank ATM transactions and up to 5 surcharges refunded (\$2.00 per surcharge maximum) per statement cycle (excluding foreign balance inquiry surcharge if applicable). Transaction and surcharge refunds will be credited to your account at the end of the statement cycle.

Other fees still apply, including but not limited to, checks paid into overdraft, checks returned due to insufficient funds, deposited checks returned dormant account fees and stop payment orders. Please see the schedule of Other Fees and Services for Personal

Accounts enclosed in this notice which may apply.

### Interest Checking

- You must deposit \$100 to open this account.
- You may avoid monthly maintenance charges by maintaining any one of the following:
  - direct deposit to this account
  - a \$1,000 minimum daily balance
  - a \$2,000 average monthly balance
- If you do not qualify to avoid service charges, there is a monthly maintenance charge of \$10.

### Interest Checking with Flex Access

The same features and account requirements for Interest Checking above also apply to Interest Checking with Flex Access with the following exception;

- \$5,000 minimum daily balance to receive the Flex Access feature.

When you maintain the required minimum daily balance you receive up to 5 free non-Bank ATM transactions and up to 5 surcharges refunded (\$2.00 per surcharge maximum) per statement cycle (excluding foreign balance inquiry surcharge if applicable). Transaction and surcharge refunds will be credited to your account at the end of the statement cycle.

### A+ Rewards Checking

- This is an interest bearing account. Account eligibility is limited to teachers, educators and administrators from an accredited school only.
- You must deposit \$25 to open this account.
- There is no monthly maintenance charge.
- There are no minimum balance requirements.

### Package Accounts

*Relationship Banking and Relationship Banking 50 are package accounts that combine an Interest Checking account and other valuable Bank services.*

*(Note: STAR, CIRRUS and other non-Bank ATM service charges for Relationship Banking and Relationship Banking 50 accounts, will not apply to the first two withdrawals, transfers, or inquiries conducted each monthly statement cycle whether or not account qualifies to avoid monthly service charges.)*

## Relationship Banking

To avoid monthly maintenance charges for Relationship Banking you must meet one of the following requirements:

- \$5,000 or more in average statement cycle ledger balance, or
- Minimum \$10,000 in combined deposit account balances, or
- \$10,000 or more in combined loan balances, or
- A new or existing First Market Bank Trust Relationship

If you do not qualify to avoid service charges, there is a monthly maintenance charge of \$20.

The sections titled “General Provisions” and “Interest Checking” provide information on the payment of interest and interest earned.

## Relationship Banking with Flex Access

The same features and account requirements for Relationship Banking above also apply to Relationship Banking with Flex Access with the following exception;

- \$12,000 minimum daily balance to receive the Flex Access feature.

When you maintain the required minimum daily balance you receive up to 5 free non-Bank ATM transactions and up to 5 surcharges refunded (\$2.00 per surcharge maximum) per statement cycle (excluding foreign balance inquiry surcharge if applicable). Transaction and surcharge refunds will be credited to your account at the end of the statement cycle.

## Relationship Banking 50

- For eligibility you must be at least 50 years of age to qualify for Relationship50.

To avoid monthly maintenance charges for Relationship 50 you must meet one of the following requirements:

- Minimum \$1,000 in combined deposit account balances, or
- \$5,000 or more in combined loan balances, or
- A new or existing First Market Bank Trust Relationship

If you do not qualify to avoid service charges, there is a monthly maintenance charge of \$20.

The sections titled “General Provisions” and “Interest Checking” provides information on the payment of interest and interest earned.

## Wedding Package

For eligibility you must present a valid marriage license within 12 months of the date of the license and the account must be a joint account.

To avoid the monthly maintenance charges for the Wedding Package you must meet one of the following requirements:

- direct deposit to this account
- a \$1,000 minimum daily balance
- a \$2,000 average monthly balance

If you do not qualify to avoid service charges, there is a monthly maintenance charge of \$10.

The sections titled “General Provisions” and “Interest Checking” provides information on the payment of interest and interest earned.

## SAVINGS AND MONEY MARKET ACCOUNTS

### Simply Savings

- You must deposit \$100 to open this account.
- There is a \$4 monthly maintenance charge. You may avoid this charge by maintaining a \$300 minimum daily balance. (There is no monthly maintenance charge if you are under age 18 [Minor Savings] or age 65 and over.)

**Transaction Limitations** – You are limited to 3 withdrawals of any kind from your account during any monthly statement period. An excess withdrawal fee of \$3 will apply to any withdraws over 3 during any monthly statement period.

**Statements** - For Simply Savings accounts, you will receive a monthly statement if your account has electronic funds transfer activity. Otherwise, you will receive a savings statement at the end of each quarter.

### Money Market Savings

- You must deposit \$100 to open this account.
- There is a monthly maintenance charge of \$10. You may avoid this charge by maintaining a minimum daily balance of \$2,500.

**Transaction Limitations** - Federal regulation allows only 6 covered transfers or withdraws each monthly statement period. Covered transactions include preauthorized or telephonic transfers (including by computer for home or internet banking) made each monthly statement period to another of your own accounts or to third parties. In addition, only 3 such transfers may be made by check, draft, or similar order. There is a \$12 excessive activity fee for each third party payment or transfer exceeding this regulatory limit. If these limits are exceeded 3 times in any rolling 12-month period, you will be notified that the account must be closed and that the funds must either be transferred to another type of account or be paid to you.

### A+ Rewards Money Market Savings

- Account eligibility is limited to teachers, educators and administrators from an accredited school only.
- You must deposit \$100 to open this account.
- There is no monthly maintenance charge.
- There are no minimum balance requirements.
- Transaction Limitations – the same transaction limitations apply as stated for Money Market Savings. Refer to the Transaction Limitations above under Money Market Savings accounts.

## ON-CALL SAVINGS

On-Call Savings is an optional service providing automated overdraft protection for your checking account.

To obtain On-Call Savings, you must have a checking account and a savings account.

With On-Call Savings, the Bank will make automatic transfers in the exact amount of the overdraft plus the associated transfer fee from your savings account to your checking account (*subject to the limitations described below*), up to 6 times each monthly statement period, to provide funds (*up to the balance then available in your savings account*) to pay items, including any debit items, drawn on your checking account that have been presented to the Bank for payment.

- A \$7 transfer fee will be assessed against the savings account for each On-Call transfer.

You must not write checks or cause other debit items to be presented against the checking account, or otherwise cause or permit transfers to be made from the savings account that would require more than a total of 6 transfers each monthly statement period from your savings account. You must also maintain sufficient collected balances in your savings account at all times to cover all permitted transfers.

The Bank will have no obligation to pay any item if the balance in your checking account, together with the balance in your savings account that is available to be transferred, is insufficient to pay such item in full. If unavailable checking funds require more than one item to be presented for payment from the available savings funds on the same day and there are insufficient available savings funds to cover the sum of the items, all of the items may be returned unpaid and insufficient funds fees will apply for each item.

Transfers from On-Call Savings count toward the Regulatory Transaction Limitations noted above for Savings and Money Market Accounts. Covered transactions (as defined under Regulatory Transaction Limitations) will reduce the number of automatic transfers that are available for the purpose of On-Call Savings.

The Bank may return unpaid any item or debit in excess of a total of 6 transfers during any monthly statement period or which is drawn against insufficient funds, and may assess a returned item charge at the Bank’s normal rate on each such item.

The Bank reserves the right to terminate your On-Call Savings service if you repeatedly exceed, or attempt to exceed, the permitted number of transfers in any monthly statement period, whether or not the Bank effects such transfers. Additionally, if your checking or savings account is closed by the Bank due to inactivity, the On-Call Savings service will be discontinued.

## TIME DEPOSITS

### Fixed Rate Certificates Of Deposit (CDs) and Individual Retirement Accounts (IRAs)

**Terms** - Terms are available from 30 days to 5 years for fixed-rate time deposits.

**Minimum Balance Requirements** - You must deposit at least \$1,000 to open a time deposit account (\$100 for a SteadySaver CD or IRA, and \$500 for a fixed-rate IRA).

**Balance Computation Method** - The Bank uses a daily balance method of calculating interest on time deposits. This method applies a daily periodic rate to the book balance in the account each day. The daily periodic interest rate is equal to the interest rate divided by 365 or 366, as appropriate.

**Payment of Interest** - Interest will begin to accrue on the business day that you make your deposit and will continue to the day prior to the maturity date of the deposit. For all CDs and IRAs interest is compounded daily and is credited monthly, unless you have chosen to receive interest at another interval permitted by the Bank. Any withdrawal of interest on a time deposit account will affect your annual percentage yield and may reduce your earnings.

**Fixed Rate** - The interest rate and annual percentage yield on a fixed-rate time deposit will remain the same for the term of the deposit.

**Transaction Limitations** - After the account is opened, you may not make deposits into or withdrawals of principal from a fixed-rate time deposit account until the maturity date.

**Early Withdrawal Penalty** - By depositing money in a time deposit, you agree to maintain your funds on deposit until the stated maturity date. Withdrawals prior to maturity may not be made without our consent. If you withdraw any principal before the maturity date, a substantial interest penalty will be charged as follows:

- Terms of less than 90 days - an amount equal to interest that could have been earned on the amount withdrawn at the simple interest rate being paid on the deposit if funds remained on deposit until maturity.

For the following terms, the penalty is equal to the interest earned or that could have been earned on the amount withdrawn at the simple interest rate being paid on the certificate, regardless of how long the funds withdrawn actually remained on deposit.

- Terms of 90 days through 1 year - an amount equal to 3 months of interest.
- Terms of more than 1 year - an amount equal to 6 months of interest.
- SteadySaver CD or IRA - an amount equal to 6 months of interest.

**IRAs** - After age 59 ½ you may take one penalty free withdrawal per year from your account. After age 70 ½ you may take unlimited penalty free withdrawals.

**Automatic Renewal** - All time deposits will automatically renew at maturity for an additional like or similar term (Bump Rate certificates will renew to standard fixed rate CD term), unless (i) the deposit is withdrawn in full within 10 days after the maturity date or (ii) we send you a written notice that the deposit will not be renewed and interest will not be paid after maturity. All interest in the account at the beginning of any renewal term will be treated as principal. You may contact your local branch or call the Bank at 1-888-242-0971 on the maturity date to obtain the then current rate and annual percentage yield for the specific term of renewal that would apply.

During the 10-day grace period following maturity of any time deposit, you may withdraw your deposit without being charged a penalty and your deposit will earn the interest rate in effect on the maturity date prior to such withdrawal. With some exceptions, your time deposit will renew for an additional period that is equal or similar to the initial term of the deposit. Exceptions include certain odd-term time deposits and promotional certificates, which will renew at their initial maturity for the next shortest term and at the then stated rate available for that term.

### Variable-Interest-Rate CDs and IRAs

The Bank offers several variable-rate CDs and variable-rate IRAs which allow multiple deposits and offer interest rates responsive to economic changes.

**Terms** - The SteadySaver CD and IRA mature after 12 months, the 18-Month Variable-Rate IRA matures after 18 months, the 12-Month Variable-Rate IRA matures after 12 months, the 15-Month Bump Rate CD matures after 15 months, the Flex CD matures after 12 months, and the Money Market IRA has no maturity date.

**Minimum Balance Requirements** - You must deposit at least \$100 to open a SteadySaver CD or IRA or a Money Market IRA. You must deposit at least \$500 to open a Variable-Rate IRA. You must deposit at least \$1,000 to open a Flex CD.

For a SteadySaver CD or IRA as well as a Flex CD, you have the option to make additional deposits automatically to the account in amounts not less than \$50 each, either in person, by ACH (Automated Clearing House) or other automatic transfer from another account.

**Balance Computation Method** - The Bank uses a daily balance method of calculating interest on time deposits. This method applies a daily periodic rate to the book balance in the account each day. The daily periodic interest rate is equal to the interest rate divided by 365 or 366, as appropriate.

**Payment of Interest** - Interest will begin to accrue on the business day that you make your deposit and will continue to the day prior to the maturity date of the deposit. For all CDs and IRAs interest is compounded

daily and is credited monthly, unless you have chosen to receive interest at another interval permitted by the Bank. Any withdrawal of interest on a time deposit account will affect your annual percentage yield and may reduce your earnings.

For the 15-Month Bump Rate CD you have a one-time option during the original term of the certificate to increase the interest rate to the then current rate for a 15-Month Bump Rate CD as set by the bank. You may exercise this bump rate option any time prior to maturity and the rate increase will continue for the remainder of the term. The interest rate may be adjusted daily, at our discretion, on the Money Market IRA, the SteadySaver CD and IRA, the 12-Month Variable-Rate IRA or 18-Month Variable-Rate IRA. Interest is compounded daily and is paid on the book balance for all variable-interest-rate CDs and IRAs. You may withdraw earned interest on SteadySaver CDs at any time (*but not more frequently than monthly*), except after such interest has been capitalized as part of the principal amount following any annual renewal. Any withdrawal of interest on a time deposit account will affect your annual percentage yield and may reduce your earnings.

**Transaction Limitations** - After the SteadySaver, or a Variable-Rate CD or IRA is opened, you may not make principal withdrawals from the account until the maturity date. However, you may make additional deposits into the account at any time. The Flex CD allows additional deposits at any time either in person, by ACH (Automated Clearing House) or other automatic transfer from another account. Withdrawals may be made from the Flex CD only one time each 90 days without penalty 7 days after account opening. If withdrawals exceed one time each 90 days, an early withdrawal penalty will be incurred. Withdrawal proceeds must be transferred into an active First Market Bank personal interest bearing checking account. A minimum balance of \$1,000 must be maintained at all times during the term of the account. The Money Market IRA allows additional deposits or withdrawals at any time.

**Early Withdrawal Penalty** - See the description for early withdrawal penalty under fixed rate CDs above which also applies to all SteadySaver and Variable-Rate certificate products as well.

### Other Information

Federal regulations regarding IRA contributions, tax treatment and withdrawals are disclosed in a separate IRA disclosure that you will receive when you open an IRA. This Addendum to Deposit Account Agreement details Bank terms and conditions only.

IRA deposits are separately insured up to \$250,000 per depositor by the Federal Deposit Insurance Corporation (FDIC).

## Other Fees and Services for Personal Accounts

Account Charge-Off Fee ..... \$35.00

*This fee will be assessed if your account is closed because it has remained in overdraft status for an unreasonable period of time and the bank takes action to collect the loss.*

### ATM Fees and Services

Withdrawal, transfer or inquiry at Bank owned ATM.....No charge

First Market Bank ATM mini-statement fee..... \$1.00

STAR, CIRRUS and other non-Bank ATM service charges: .... \$2.00 per withdrawal, transfer or inquiry.

**Other Non-Bank ATM Fees** - When you use an ATM not owned by First Market Bank, 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 fund transfer.

CheckCard Fee ..... No charge

Check Order Fee.....Varies Based on Style, Quantity and Account Type

Check Protection Transfer Fee ..... \$7.00

*(This fee will apply to your checking account each time that a transfer is made from your Check Protection account to cover items posting to your checking account. No charge for Relationship Banking and Relationship Banking 50 accounts.)*

Collection Items (plus actual expenses paid to others) - Customers ... \$20.00

Dormant Account Fee ..... \$5.00 per month

*After 12 months of inactivity, your account will be deemed to be dormant. Normal service charges will continue to apply if your account is subject to service charges.*

Foreign Checks Sent for Collection ..... \$25.00 per item

Foreign Currency Conversion ..... See branch for product availability

Insufficient Funds or Overdraft Fee ..... \$32.00 per item

*(Fee for Insufficient Funds and Overdrafts is imposed for overdrafts created by checks, in-person withdrawals, ATM withdrawals, or by other electronic means as applicable.)*

Interim Statement ordered in person or through Telebanking ..... \$2.00

### Internet Banking

Monthly service ..... No charge

Bill Payment Service ..... No charge

Bill Payment Service with e-Statement.....No charge

Legal Process - Tax levies, garnishments, etc. .... \$100.00 per occurrence

On-Call Savings Fee..... \$7.00 per transfer

### Research Fees

Statement reconstruction ..... \$5.00 per statement

Deposit and contents ..... \$5.00 first page, \$1.00 each additional page

Individual copies (4 checks per page) ..... \$5.00/first page,\$1.00/each additional page

Extensive research ..... \$25.00 per hour

Return Deposited Item Fee ..... \$5.00 per item

Safe Deposit Boxes	Size	Annual fee
	3 x 5	45.00
	5 x 5	60.00
	3 x 10	65.00
	5 x 10	80.00

Late payment fee (After 30 days).....\$ 10.00

Key replacement .....25.00

Drill box.....150.00

Special Account Instructions - Per statement period if special instructions on your account require special handling of items .....\$10.00

Statement Handling - Per statement period if you have requested that we not mail your statement according to our standard procedures .....\$3.00

### Stop Payments

Stop payment fee ..... \$32.00 per item

Teller's Checks.....\$8.00

*No charge for Relationship Banking and Relationship Banking 50 accounts*

### Travelers Checks

Customers ..... 2% of total

*No charge for Relationship Banking and Relationship Banking 50 accounts*

### Wire Transfers

#### Incoming

Domestic .....\$15.00

International .....20.00

#### Outgoing

Domestic .....\$20.00

International .....50.00

Amendments/Tracers to International Wire Transfers ..... \$15.00 each

The product and fee information printed herein is intended to represent the products at time of print. Personal Accounts Fee Schedules printed on a future date take precedence over any information herein.