



**GATEWAY BANK F.S.B. DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE
TERMS AND CONDITIONS OF YOUR ACCOUNT**

AGREEMENT-This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees. If you have any questions, please call us at 510-268-8108.

This agreement is subject to applicable federal and state laws. The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
 - (2) establish rules to cover transactions or events which the law does not regulate.
 - (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement;
- and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

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

As used in this document the words, "we," "our," and "us" mean Gateway Bank F.S.B. and the words "you" and "your" means the account holder(s) and anyone else with the authority to deposit, withdraw or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

LIABILITY- You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

DEPOSITS – We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

BUSINESS DAYS – Our business days are considered Monday – Friday with the exception of Federal legal holidays that fall on regular business days. Our branch offices are open Monday – Thursday 9:00 am to 5:00 pm and on Fridays from 9:00 am to 6:00 pm. For purposes of this agreement, Saturdays and Sundays are not considered "business days," but for the convenience of our customers, we are open Saturdays at select locations.

WITHDRAWALS – Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to endorse any item payable to you or your order for deposit to this account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION- These rules apply to this account depending on the form of ownership and beneficiary designation. If any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual account – is an account in the name of one person.

Joint Account – With Survivorship (As Tenants in Common) – is an account in the name of two or more persons. Each of you intends that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor (s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

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

Revocable Trust or Pay-On-Death Account-If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries of either of these account types cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the owner(s) of the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either a Pay-On-Death or Revocable Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

BUSINESS ACCOUNTS- Earnings in the form on interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

CUSTOMER IDENTIFICATION REQUIREMENTS – To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain and record information that identifies each person who requests to open an account. When you open an account, we require you to provide us with your physical address, date of birth, and any other information that will allow us to identify you.

In addition, we will require you to provide us with two (2) valid pieces of identification. One must be government issued identification card with a photo; the other must be a credit or debit card, an insurance card, a health plan card, or another appropriate means to support your identity.

TAXPAYER IDENTIFICATION BACK UP WITHHOLDING – Federal law requires us to obtain a taxpayer identification number for the account holder(s) of each account, with certain limited exceptions. You are required to provide us with your taxpayer identification number at the time of account opening, under Section 6109 of the Internal Revenue Service Code. The taxpayer identification number for an individual is their Social Security Number.

You are required to certify under penalty of perjury (1) that the taxpayer ID number given is correct and (2) whether or not you are exempt from backup withholding. We will furnish the appropriate form, which you will use to make this certification. If you fail to provide your taxpayer ID number and certify that is correct, or if you to certify that you are not subject to backup withholding or if the IRS notifies us that you have furnished us with an incorrect taxpayer ID number, we are then required by Federal tax regulations to impose backup withholding 31% of the interest paid to you. We forward all amounts withheld to the IRS.

Interest paid on deposits made by individuals who are not citizens or residents of the United States is not reported to tax authorities and is not subject to backup withholding. To establish that you are not a citizen or resident of the United States, you must provide certification of your status to us in writing. We will provide the appropriate certification forms.

When an account earns \$10.00 or more of interest within a calendar year, or of backup withholding is imposed, we will report the interest paid and the amount withheld to the IRS and to the California Franchise Tax Board if your address is in the State of California. You will receive a copy of the information reported to the tax authorities.

NEW ACCOUNT VERIFICATION- All new accounts are subject to verification through ChexSystems and may be declined based on any adverse information we receive about you and/or your previous banking relationships. Should you be denied the opportunity of opening an account because of negative information, you may request in writing, a file copy from ChexSystems. Your request must include your name, signature, social security numbers, or taxpayer ID number and address. Send your request to:

ChexSystems
ATTN: Consumer Relations
12005 Ford Road, Suite 600
Dallas, TX 75234-7253

STOP PAYMENTS – You must make any stop-payments order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g. we paid the item in cash or we certified the item).

OFFICIAL CHECKS/BANK CHECKS – You do not automatically have the right to stop payment on Official Checks or Bank Checks you purchase from us. In the event than an official check or bank check is lost, stolen, or destroyed, please contact us at 1-510-268-8108, for procedures to follow to obtain reimbursement or have the check re-issued. You will have to complete a Declaration of Loss form describing the events surrounding the theft, loss or destructions of the item. A ninety (90) day waiting period must elapse before re-imbusement can be made on your claim. If this time frame has already passed when you make your claim, we will act within a reasonable time to either reimburse you or re-issue the check. If the check presents within this wait time, we may pay the item to a person entitled to enforce the check.

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

INACTIVE/FORMANT ACCOUNTS-Checking and Savings accounts with no deposit or withdrawal activity for 24 consecutive months are considered inactive unless you contact us regarding the account within that time period. If the account remains with no activity for an additional 12 months thereafter, for a total inactive status of 36 months, the account, will become Dormant. A time deposit is classified as inactive if you do not contact us or withdraw the deposit after the maturity date.

Pursuant to California law, principal balances and interest on Gateway Bank accounts escheat to the State of California when an owner of a Dormant account has not performed one of the following for a period of three years; (1) increased or decreased the balance of the account, or presented an appropriate record for the crediting on interest or, (2) corresponded in writing to the bank concerning the funds.

Gateway Bank will not discontinue paying of interest on any funds as a result of inactive or dormancy status on an account. A service charge may be imposed when the status of the account changes to a Dormant status.

We will try to notify you at the last known address in our files, at least six months prior to having the funds escheated to the State of California. You may reclaim your funds once we have remitted by contacting the State Controller’s Office in Sacramento.

AMENDMENTS AND TERMINATION –We may change any term of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

STATEMENTS- You must examine your statement of account with “reasonable promptness.” If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

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

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

TEMPORARY ACCOUNT AGREEMENT – This is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account. If you fail to comply with the requirements we have imposed within a reasonable time.

LEGAL PROCESS – If we are served with any legal correspondence relating to your account, (i.e. subpoena, writ of attachment, etc.) we must comply. We will attempt to notify you of the action we were forced to take in writing at the last address we have on file for your account, unless we are prohibited by law from doing so. If we receive a legal process that affects your account, we will charge you a fee for processing this service against your account. It is our policy to not accept service of an IRS Notice of Levy or a release by Fax.

Any garnishment or levy against your account is subject to our right to setoff against the account. In the event that a levy or garnishment reduces the account balance for payment of items against the account, Gateway Bank is not liable for payment of these items.

SETOFF- We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of setoff does not apply to this account if: (1) it is an IRA or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result our exercise of our right of setoff.

AUTHORIZED SIGNER (Individual Accounts only) – A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

RESTRICTIVE LEGENDS –We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

ACH AND WIRE TRANSFERS – This agreement is subject to the Uniform Commercial Code-Fund Transfers. If you originate a fund transfer for which Fedwire is used, and you identify by name and number or a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. Except as otherwise provided in this Agreement, California law will govern the Services and the interpretation of this Agreement. Unless otherwise provided in this Agreement, your accounts and the Services will be subject to applicable clearinghouse, Federal Reserve Bank and correspondent bank rules. You agree that we do not have to notify you of a change in those rules, except to the extent required by law. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or Ach, we are not required to give you any notice of the payment order or credit.



Gateway Bank offers our clients a full range of checking and savings plans. Our checking and savings products provide you with features and benefits to meet all of your banking needs. Gateway Bank is a community bank committed to exceeding client expectations by providing an unparalleled level of personalized service.

Personal Banking

- Checking Accounts
- Money Market Accounts
- Savings and Time Deposits
- Retirement Accounts

Business Banking

- Checking Accounts
- Savings and Time Deposits
- Money Market Savings

Bank Online

- Privacy Policy
- 24 Hour Account Access
- Bill Payment Service

Gateway Bank, F.S.B is a Federal Savings Bank headquartered in Oakland, California. Gateway is a top-performing bank, which continues to demonstrate an unwavering commitment to bringing strength and stability to the mortgage and deposit markets that it serves.

The Bank's steadfast commitment to its clients has made it a premier-performing Bank. It was Gateway that earned the distinction of being the Nation's "Top Performer" in terms of return on equity, among all Banks and Thrifts with assets over 400 million, according to the AVA Banking Journal of 2003.

Despite the stellar performance of the Bank, Gateway has maintained its driving philosophy – continuing to use banking dollars to make housing dreams a reality. In choosing to do so, the Bank continues to provide profit opportunities and unparalleled service to all its mortgage customers and business partners. Gateway Bank offers several unique business solutions to provide you with a competitive edge in the mortgage market.

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MEMBER FDIC