

SAFE DEPOSIT BOX RULES AND REGULATIONS

The Safe Deposit Box Rules and Regulations, the Safe Deposit Box Lease (Lease) and the Retail Banking Fee Schedule contain the terms and conditions governing the rental of a safe deposit box (SDB) at Firsttrust Bank. In this document, the words "we", "our" or "us" mean Firsttrust Bank and the words "you" or "your" mean any lessee (Lessee), as well as the persons they may represent and any authorized legal representative of any Lessee.

1. Duties.

We will use reasonable and ordinary care to prevent anyone other than you from opening the SDB, amending or canceling this Lease, or surrendering the SDB. In no event shall we be liable for any consequential, special, punitive, direct or indirect loss or damage, which you may incur or suffer in connection with this Lease. The SDB is your leased property, and you have control over and are in possession of your SDB and its contents. We have no knowledge of the contents of your SDB, and we will not supervise the deposit or removal of these contents. You agree neither to store currency nor anything in your SDB that is inherently dangerous to nearby persons and property or that is prohibited by law. This includes but is not limited to intoxicating liquids, narcotics, or other contraband, firearms and explosives. If we learn the SDB contains any such items we may turn such items over to the authorities. If any such items are stored, whether by you or any other lessee, under no circumstances will we be liable for the loss or destruction of any property as a result thereof. You shall be liable for any such loss and indemnify us for any damage or resulting harm. We will not be liable if any of you or any other party authorized to enter the SDB has wrongfully taken or used any of the contents of a SDB. Notwithstanding that you may demonstrate that you left certain property in your SDB, and you subsequently entered it and found any of this property missing, this evidence does not (1) raise a presumption that the property was lost by us; or (2) put on us the burden of proving that the loss was not from our negligence. In no event shall we be liable for any missing property.

2. Contents Not Insured.

The contents of the SDB are not insured in any manner by us, or by any federal insurance program. You are advised, if you so desire, to obtain your own insurance for the contents of the SDB. You should keep a complete list and description of all property stored in your SDB and any available proof of ownership. We are not liable for any loss caused by any circumstances including but not limited to fire, flood, problems with electrical or telephone service, interference from an outside force or terrorism.

3. Access, Hours and Use.

We have given you two keys which will open your SDB. We will not accept custody of these keys from you or anyone acting on your behalf while your Lease is in effect. Only you or your legal representative(s) in case of your death, insolvency or other disability, shall have access to the SDB, except as otherwise expressly stated in your Lease. You should not deliver your keys nor give out any confidential information concerning the SDB to anyone not properly authorized. For corporations, partnerships and other business entities, we will allow access to the SDB in accordance with the most current authorizing document we have on file.

Access to the SDB will be available when the Community Banking Office in which the SDB is located is open for business; however, we have the right to determine the hours for opening and closing access to the SDB's, and these hours may be changed at any time by us without notice. We may close such access without notice in the event of an emergency. To access your SDB, you must physically remove and replace your SDB within the area in which it is stored. We will not be responsible to you for any assistance in handling your SDB provided

by our officers and employees. You may not examine the contents of your SDB in the storage area. We provide examination rooms or booths for this purpose. SDB's must not be left unlocked at any time. We have no obligation to inspect booths or rooms after they are used nor any liability with respect to any papers or other property left in them. We are not responsible for any loss caused by any failure of the locks or doors to the area where the SDB is stored or on the SDB.

4. Deputy.

You may appoint a deputy, agent or an attorney-in-fact (herein referred to as Deputy) to perform certain actions regarding the SDB.

A Deputy may also be appointed by a corporation, partnership or other business entity. Such appointment must be in a form and content acceptable to us, must be in writing and must be made by a resolution of the Board of Directors, Partners or authorizing body. The authorizing document may not be restricted as to the purpose of access, such as specifying what is to be placed in or removed from the SDB. A Deputy may not appoint or revoke the appointment of another deputy.

Any such appointment shall continue in force unless or until the Community Banking Office where the SDB is located receives written notice of revocation of any Deputy appointment or of conclusive notice of the death or legal incapacity of the Lessee or one of the co-lessees. Until receipt of such written notice any action by Firsttrust in reliance upon such Deputy appointment or in permitting the co-lessees to have access to the SDB for any purpose shall be fully binding upon the Lessee(s) of the SDB and their respective heirs, executors, administrators, legal representatives, successors and assigns. To the extent such Deputy appointment and such authorization to each co-lessee shall not be deemed to have been revoked by the death or legal incapacity of the grantor of the Deputy appointment or of such co-lessee, the respective Lessee(s) hereby indemnify Firsttrust and hold Firsttrust harmless against any unauthorized act of the Deputy or co-lessee.

5. Co-Lessees.

A SDB leased in the name of two or more persons as co-lessees is under the control of each of them, as fully as if it is in his/her name alone and will be considered joint tenancy with the right of survivorship in the SDB and Lease. Any co-lessee may enter the SDB, may exchange or surrender the SDB or do anything else involving the SDB. The approval of all co-lessees is required to appoint or cancel the appointment of a Deputy. The ownership of the Lease is not intended by you or us to affect the title to any contents within the SDB.

6. Notice/ Change of Address.

You agree to notify us immediately in writing of any change in your address. You agree to tell us in writing of the death, bankruptcy or incapacity of any co-lessee before you request to enter your SDB. Corporations, partnerships and other business entities agree to give us a replacement document acceptable to us for any change in authorization to enter the SDB. All notices should be sent or delivered to the Community Banking Office in which the SDB is located and will only be effective after we actually receive it and an appropriate time has passed to act on such notice. Any written notice that we give to you will be effective when we deposit it in the United States Mail. If more than one party has access to the SDB, notice from us to any one of you is notice to all of you.

7. Refusal.

We may refuse access (to the extent permitted by law) into the SDB when your rent or other fees and expenses due under this Lease are past due, or on the death, legal incapacity or bankruptcy of any of you, unless we (a) open it to search for testamentary documents, to list its contents for tax purposes, or to accomplish any other purpose required or permitted by law; (b) are satisfied that you or a legal representative of you or your estate is

qualified and authorized to enter the SDB and remove its contents; and (c) receive satisfactory evidence that all federal, state or local requirements about notice, access into the SDB, or withdrawing its contents have been met. We may also refuse access to the SDB if a court order, other legal process, law or regulation requires us to refuse access or to affect the contents of your SDB. Access may be denied if there is a dispute pertaining to the SDB or its contents. We have no duty to determine the validity of any court order, other legal process or law and we are not obligated to compensate you for any damage or loss resulting from our compliance with such order, legal process, or law. You shall pay us for all legal fees and other charges paid by us in connection with any dispute or legal proceeding pertaining to your SDB or its contents.

8. Lost Keys.

If one or both keys are lost, you must notify us in writing immediately, and bring any remaining key to the Community Banking Office where the SDB is located. You agree to pay all expenses of replacing the keys, opening your SDB and changing the lock. You shall pay us for these expenses when we request payment.

9. Renewal/Termination.

Payment for renewal of your Lease is due annually in advance on the first business day of the month that is the anniversary of your Lease. The annual rent for any renewal of your Lease will be the amount in effect at the time of renewal and posted in the Community Banking Office where the SDB is located. You authorize us to charge any deposit account you have with us for any rent due on this Lease and any other applicable fees and expenses. If we have not received payment for renewal of this Lease within 45 days of the due date, you may be assessed a late charge in accordance with the then current Retail Banking Fee Schedule. The SDB fees in the Retail Banking Fee Schedule apply to both retail and commercial customers. A SDB is not considered surrendered until it has been emptied, the keys returned and notice of surrender received in writing by us. No refund of rent shall be made if you terminate the Lease. We may terminate this Lease by giving thirty (30) days written notice to you to surrender the SDB. If we terminate the Lease, except as a result of your default, any prepaid rent for the period remaining on the Lease will be refunded.

10. Default/Right of Set-Off.

If you fail to make your Lease payment when it is due, violate any of the provisions of these rules and regulations or fail to surrender the SDB upon the termination of your Lease, you will be considered to be in default and we may take any or all of the following actions:

- Deny access to the SDB to you.
- Terminate this Lease and demand that you return the keys to the SDB within 10 days.
- Charge any account you have with us for the Lease payments and any other fees and charges due based on these Safe Deposit Box Rules and Regulations and applicable state law.
- Forcibly open the SDB in accordance with the laws of the state where the box is located and sell articles of value to recover any amounts due.
- Take such other action as permitted by law.

Our exercise or failure to exercise any of these actions at any time does not waive our right to exercise any of these actions now or in the future nor do we waive your default.

You may correct your default within the statutory grace period, or if none, within six (6) months in Pennsylvania or twelve (12) months in New Jersey after the date of default. When this grace period ends, we will notify you in writing about our planned actions for the SDB and its contents.

The notice will request you to pay us all amounts due within the legally required period, or if none, sixty (60) days after the date the notice was mailed. If payment is not received when required by the notice, we may forcibly open your SDB, remove, make a record of and store the contents in accord and with the laws of the state where the SDB is located. The contents will be stored as long as required by law or, if none, for 90 days. If you do not pay us the amount due and claim the contents by the end of this period, we may sell or dispose of the contents as allowed by law.

If we forcibly open your SDB, which would be done in accordance with these Safe Deposit Box Rules and Regulations and the laws of the state where the box is located, you will owe us the costs for opening the SDB and replacing the lock, reasonable expenses for assessing the value, storing and selling some or all of the contents, plus reasonable legal costs. In addition, we will retain a lien on all of the contents of the SDB for any amounts due us. If the proceeds are not enough to pay us the entire amount due, you will be liable to pay us any remaining amount. If the proceeds of any such sale exceed the total of the amount you owe us, such proceeds will be disposed of in accordance with applicable law.

11. Escheat.

We are required by law to escheat unclaimed and abandoned contents of the SDB in accordance with applicable state laws. Contents of the SDB will be considered unclaimed and abandoned if the lease has expired due to non-payment of rent and you have not claimed the contents of the SDB within the requisite time period from the date on which the lease expired.

12. Arbitration.

Any controversy or claim arising out of or relating to your Lease, or the violation of your Lease, shall be settled by Arbitration in Philadelphia, Pennsylvania in accordance with the rules of the American Arbitration Association. A judgment of a court having jurisdiction may be entered upon the arbitrator's award. Each party waives trial by jury arising from any dispute under this Lease.

13. Amendments.

We reserve the right, to change these Safe Deposit Box Rules and Regulations and fees. We will display these Safe Deposit Box Rules and Regulations and rental fees in our Community Banking Offices. We will display changes to these Safe Deposit Box Rules and Regulations and rental fees before their effective date and provide such other notice as required by law or regulation. You may not amend your Lease unless we agree in writing.

14. Applicable Law.

Your Lease will be governed by the law of the state in which the SDB is located. If any provisions of your Lease are found to be unenforceable, all remaining provisions will continue in full force and effect.

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