



P.O. Box 659756
San Antonio, TX 78265-9756

April 1, 2015

For your reference:

Account Number: 000000 [REDACTED]

Box Number: 0000 [REDACTED]



Please read these important updates about your safe deposit box

Dear [REDACTED]

We appreciate your business and want to tell you about changes that will affect your safe deposit box.

- **New sign-in process** when you access your box. The next time you come to the branch we'll help you create a 4-digit PIN (Personal Identification Number) that will replace your signature on the paper access record. You will need to provide a valid photo ID and a secondary form of identification, such as a debit card or bank statement, during initial PIN set up.
- **Rental Rate**—You may see a higher rental rate on your next annual renewal invoice. We have not increased the rate for most boxes since 2008. Any existing discounts you have will remain in place.
- **Updated Safe Deposit Box Lease agreement** will go into effect on your annual renewal date in 2015. It's important to us that you read and understand this agreement because we know you might keep important items in this box. We want to make sure you understand how these items are stored and what steps you may need to take to make sure they are protected. We encourage you to read the entire Safe Deposit Lease Agreement but, for your convenience, we've highlighted a few important items:
 - **Insurance:** The contents in the safe deposit box are not insured by the FDIC or by Chase.
 - **Arbitration:** Any disputes related to this agreement will be resolved by arbitration. You may opt out of the agreement to arbitrate if you notify us within 60 days of the date we mailed this agreement. If you want to opt out, call us at 1-800-935-9935.
 - **Lease Term:** We clarify that your one-year rental period starts on the day you rent the box, and that rent is payable in advance. We will automatically renew your lease for a one-year term unless you or we terminate it. If we don't receive the rent for renewal in advance, the lease will expire on the day after the payment due date noted on your safe deposit box invoice.
 - **Limitation of Liability:** We will not be liable for any damages or claims against us for the replacement of contents valued at more than \$25,000.
 - **Contents of the Box:** You agree not to store any cash or coins other than those found to have a collectible value.
 - **Box Access:** The box feature of 'two or more signatures required' is no longer available. As a result, anyone listed on the box will have access whether or not a second signer is present.

Please call [REDACTED] or stop by the branch where your box is located if you have any questions.

Sincerely,

[REDACTED]
First Vice President
Chase Consumer and Community Banking

Enclosed: Safe Deposit Box Lease Agreement
U.S. Privacy Notice

Safe Deposit Box Agreement

To protect yourself, read this entire agreement, including details about the contents you keep in the box:

- Do not store money, coin and currency in the box unless it is of a collectible nature.
- Contents are not insured by the Bank or the FDIC.

The Lease: By signing the Safe Deposit Contract Card ("Contract") or using the Safe Deposit Box services — such as paying the annual rent, setting up a PIN, receiving two safe deposit box keys, and accessing the box — the person or persons ("you") agree to lease a safe deposit box ("box") identified on the Contract with JPMorgan Chase Bank, National Association ("Bank" "we" or "us"). You are renting the box for your use, and you keep possession and control of all property placed in the box. This lease only creates a landlord ("us") and tenant ("you") relationship, which you cannot assign or sublet. We may assign the lease to anyone who purchases the box.

Term and Rental: You are leasing the box for a term of one year from the date you sign the Contract. The annual rent ("rent") must be paid in advance. The rent must be paid by or on the anniversary of the opening date ("renewal date") as reflected on the Safe Deposit Box Invoice. If the rent is not paid by the renewal date, the lease will expire and we may consider the box's contents to be abandoned property according to applicable state law. We may, at our sole discretion, accept payment after the renewal date and reinstate the lease on its prior terms. If rent is paid, the term of the lease will be renewed on an annual basis until it is terminated. We may adjust the amount of any subsequent rent, such as increasing the rent, providing discounts or waiving fees for any succeeding term with thirty (30) days advance written notice.

During the term of the lease, at least one of you must have an eligible bank account with us. You authorize us to automatically deduct any rent, taxes or late fees, as defined in the Rental Rate sheet or the Service Confirmation, from your checking or savings account(s). We may charge you for all reasonable expenses that we incur because of any legal proceeding affecting the box. We may charge you to drill open the box, to replace keys, any taxes due, or to pay court costs and attorney fees incurred by us if you fail to abide by any provision of this lease. If you owe us rent we will have a secured lien upon the contents of the box, which means that we have a legal right or security interest in your property until the amount owed is paid.

Insurance: IMPORTANT NOTICE: The contents of your box are not protected against loss or damage under insurance coverage maintained by the Bank or the Federal Deposit Insurance Corporation. You may want to secure your own insurance. Keep a complete list and description of all property stored in your box and any available proof of ownership. You understand and agree that safe deposit boxes and vaults are not fireproof, burglarproof or waterproof.

Termination: You may terminate this lease at any time by removing all contents from the box and turning in all keys; you also agree to sign the surrender section of the Contract as we may require. You will not receive a refund of any rental fee if you terminate the lease. We may terminate this lease at any time by telling you verbally or mailing you written notice at the address that we have on file. Once notified, you will remove the contents of the box, surrender all keys and pay all the fees due. If you have not removed the contents and/or have not returned all keys on the date of termination of the lease, or if the annual rent has not been paid, we will, after observing the time prescribed by applicable law and/or regulation, gain access to the box and remove, list and store its contents as required by state law. We may sell any or all of the contents, and the proceeds of the sale may be used to satisfy the outstanding rent and costs incurred by us. If you have not claimed the contents or proceeds of the sale within a certain time after the lease terminates or after the box is opened, applicable state laws may require us to transfer the contents of the box or proceeds derived from auction to the appropriate state. We are not liable for any damage caused by accessing, handling, inspecting or moving the contents.

Keys, Combinations and PIN: You agree to notify us immediately if:

- One or more keys is lost, and you will surrender any remaining key(s) so that the lock may be changed. You will be responsible for all expenses related to the loss of keys or combinations. You agree not to duplicate any keys.
- You believe your PIN has been compromised.

Once you surrender the box and all associated keys, we will refund your key deposit, if you made one, provided you do not owe any fees related to the box rental.

Right of Access: We can restrict access to your box for any reason, including but not limited to past due rent and fees, information we receive in court documents, our inability to obtain information that satisfies our "Know Your Customer" requirements, and any unexpected circumstances (natural or manmade). The safe deposit vault will be open during Bank business hours except when access is prevented by reasons beyond our control or we deem it prudent to deny or limit access. The Bank's business hours may be changed at any time without notice to you.

If more than one person rents the box, each person may access the box as if he or she is the only tenant. Each person has unrestricted authority to access and remove contents, give a receipt for the contents of the box, give complete discharge for any liability for the contents, and surrender the box. Each person may appoint an agent (deputy) or Attorney in Fact ("AIF") to have access to or surrender the box. Each person will have the right to revoke the appointment of any deputy or AIF. You agree that we are not liable to any tenant for the action or inaction of any other tenant deputy or any AIF. You agree that we may admit only you, a deputy or an AIF or designee, who has been duly authorized and designated on our

forms except as may otherwise be required of us by law, including without limitation as a result of any appointment of a guardian, conservator, receiver, trustee, personal representative, executor or other special fiduciary that can exercise authority over your estate.

You agree that access to the safe deposit vault is in the presence of our employee. We may require you, your deputy, AIF or any appointed fiduciary to provide us with identification that is acceptable to us before allowing access to the box. You agree that our employee will not be required to remove and replace the box; however, if an employee handles the liner (metal/plastic box) or any contents of the box as an accommodation to you, we and such employee will act as your agent and you will waive any right to recover from the Bank and such employee for any loss claimed to be caused by the handling of the box. We may restrict your access to the box to comply with estate, tax, succession or other state laws.

Deputy : We reserve the right to refuse to recognize the authority of a deputy at any time and to require that any appointment of a deputy be in a form satisfactory to us. A deputy will have authority to enter the box at any time, to add or remove any part or all of its contents, to cancel this lease, and to surrender or exchange the box. The deputy will be deemed to have full authority to represent you in all respects except as such authority may be limited by applicable state laws. A deputy must not store personal assets or property in the box. The authority of a deputy will continue until revoked by, or the death of, the principal who appointed the deputy, which ever occurs first. We will not be liable for permitting access to a deputy until we have received written notice of the fact of such revocation or death in a form that is satisfactory to us. You and your deputy each agree to indemnify and save harmless the Bank from any and all claims made against the Bank by reason of any act of any representative or deputy.

Contents of Box: You agree NOT to store any item that is inherently dangerous, including but not limited to:

- Firearms, guns or ammunition
- Other weapons even if such weapons are lawfully owned by you
- Anything illegal to possess, or of a character or nature which we believe may injure the premises of the Bank, its employees or customers
- Liquid, corrosive, pressurized, hazardous, or explosive materials such as dynamite, fireworks, flares, tear gas and self-defense sprays

You agree not to use the box to store money, coin or currency unless it is of a collectable nature, and you assume all risks and hold the Bank harmless of any loss or alleged loss of said money, coin or currency.

You further agree not to use the box for any dangerous or unlawful purpose or for anything that can be considered a nuisance. You agree that we may turn over to any law enforcement or other governmental agency any object, of yours, which we believe, in our sole discretion, to be prohibited by the terms of this lease and we will bear no liability for doing so. You forfeit all rights to any contents stored in the box that are not permitted by the terms of this lease. You hold us harmless of any loss or alleged loss or other liability for any actions we take, at our discretion, with respect to such prohibited contents.

Limitation of Liability: This lease does not create a bailor and bailee relationship between you and the Bank. We do not have knowledge of and we do not exercise supervision over the box, or over examination or removal of any of its contents. You assume all risks of injury, loss or damage of any kind (including but not limited to loss or damage due to fire, water, other mishap, robbery or burglary) arising out of the deposit of anything in the box, provided we have exercised ordinary care. "Ordinary care" means the implementation by the Bank of access procedures and the use of security precautions deemed by the Bank to be reasonable and appropriate to safeguard of property. The fact that any contents may be missing will neither imply that unauthorized access has been granted nor used as evidence of lack of ordinary care or negligence on our part.

In the event of fire, flood or other emergency or threatened danger or risk to the Bank's property or personnel, or upon instruction of any federal or state agency we, in our sole discretion, may close our vaults and/or forcibly open any box and remove the contents under the supervision of our personnel without prior notice to you. You agree that we will not be liable to you if circumstances beyond our control affect the normal physical environment in which the box is located nor if items contained in the box are damaged or degraded in any way due to the absence of any special environment conditions that we do not, as a routine course of business, maintain for the box even if you have indicated the necessity for such special environmental conditions. We may physically relocate the box, upon notice and in accordance with all applicable laws, to another facility without any liability for so doing, including but not limited to, loss or damage of any items.

THE BANK WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR EMOTIONAL DAMAGES REGARDLESS OF THE FORM OF ACTION. YOU AGREE AND REPRESENT THAT THE AGGREGATE VALUE OF THE CONTENTS OF THE BOX WILL NOT EXCEED \$25,000 AT ANY TIME AND BASED ON THIS REPRESENTATION FURTHER ACKNOWLEDGE AND AGREE THAT THE BANK'S MAXIMUM LIABILITY, IF ANY, WILL BE LIMITED TO \$25,000 WITH RESPECT TO ANY CLAIM ARISING OUT OF, OR OTHERWISE CONNECTED WITH, THIS AGREEMENT, THE BOX OR ITEMS STORED IN THE BOX.

Arbitration: You and we agree that upon the election of either of us, any dispute relating in any way to this lease agreement will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court). This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA").

YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED BELOW. UNLESS YOU OPT OUT OF ARBITRATION, YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL. YOU AND WE ALSO WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE ON A CLASS OR

REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.

What claims or disputes are subject to arbitration?

Claims or disputes between you and us about your safe deposit box or any items stored in your safe deposit box are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior agreement between us, or the advertising, the application for, or the approval or establishment of your lease are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. All such claims or disputes are referred to in this agreement as "Claims."

The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis.

Can I (the customer) cancel or opt out of this agreement to arbitrate?

You have the right to opt out of this agreement to arbitrate if you tell us within 60 days of leasing your box. If you want to opt out, call us at 1-800-935-9935, or see a banker. Otherwise this agreement to arbitrate will apply without limitation, regardless of whether 1) your box is surrendered; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

What about class actions or representative actions?

Claims in arbitration will proceed on an individual basis, on behalf of the named parties only.

YOU AND WE AGREE NOT TO:

- 1) SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING;
- 2) SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME LEASE), UNLESS ALL PARTIES AGREE;
- 3) BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR
- 4) SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to a Claim, then this agreement to arbitrate will be inapplicable to that Claim, and the Claim will instead be handled through litigation in court rather than by arbitration. No arbitrator will have authority to entertain any Claim on behalf of a person who is not a named party, nor will any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

Does arbitration apply to Claims involving third parties?

Arbitration applies whenever there is a Claim between you and us. If a third party is also involved in a Claim between you and us, then the Claim will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. For purposes of arbitration, "you" includes any person who is listed on your lease, and "we" includes JPMorgan Chase Bank, N.A., all its affiliates, and all third parties who are regarded as agents or representatives of ours in connection with a Claim. (If we assign your lease agreement to an unaffiliated third party, then "we" includes that third party.) The arbitration may not be consolidated with any other arbitration proceeding.

How does arbitration work?

The party filing a Claim in arbitration must select either: JAMS or the American Arbitration Association ("AAA") as the arbitration administrator. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. In the event that JAMS or the AAA is unable to handle the Claim for any reason, then the matter will be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure.

The arbitrator will decide the Claim in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law. A single arbitrator will conduct the arbitration and will use applicable substantive law, including the Uniform Commercial Code, consistent with the FAA and the applicable statutes of limitations or conditions precedent to suit, and will honor claims of privilege recognized at law. The arbitrator can award damages or other relief provided for by law to you or us, but not to anyone else. The arbitrator's authority is limited to the Claims between you and us.



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Is the arbitrator's decision final? Is there an appeal process?

The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within 30 days of award issuance. The appeal must request a new arbitration in front of three neutral arbitrators designated by the same arbitration administrators. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Who will pay for costs?

We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. Even if not otherwise required, we will reimburse you up to \$500 for any initial arbitration filing fees you have paid. We will also pay any fees of the arbitrator and arbitration administrator for the first two days of any hearing. If you win the arbitration, we will reimburse you for any fees you paid to the arbitration organization and/or arbitrator. All other fees will be allocated according to the arbitration administrator's rules and applicable law. If you consider that you are unable to afford any fees that would be yours to pay, you may request that we pay or reimburse them, and we will consider your request in good faith.

How do I (the customer) file an arbitration claim?

Rules and forms may be obtained from, and Claims may be filed with, JAMS at 620 Eighth Avenue, 34th Floor, New York, New York 10018, or jamsadr.com; or the AAA at 335 Madison Avenue, Floor 10, New York, New York 10017, or www.adr.org. Arbitration hearings will take place in the federal judicial district that includes your address at the time the Claim is filed, unless the parties agree to a different place.

Effect of Death or Incompetence of a Tenant: You agree to notify us immediately of the death or incompetence of another tenant before seeking access to the box. Until we receive notice, in a manner satisfactory to us, we may act as if all tenants are alive and competent. The surviving tenant(s) jointly and severally agree to indemnify, exonerate and hold the Bank forever free and harmless from and against, and to reimburse the Bank for any and all claims, losses, liabilities, damages, expenses (including attorney fees), actions or suits of any nature whether groundless or not, with respect to the access to the box or removal of contents prior to our receipt of a written notice of the death of a tenant, and each of you individually agree that we will have no liability because of such access to or the removal of the contents of the box. In the event of the death of any of you, we may provide access, including the right to search for testamentary and burial related documents in or the right to remove the contents from the box, to the legally appointed personal representative of the deceased or any other interested person with a legal right as defined by state law.

Tenant Is a Business: If the tenant is a corporation, partnership, unincorporated association, sole proprietorship or limited liability company ("business"), then all provisions in this agreement will be applicable to such tenant except provisions limited by their context to individuals. If this lease is entered into by a business, it is hereby agreed that the box rented under this lease will be held in the name of the business for the sole and exclusive purpose of safeguarding assets of the business. Only assets and property of the business will be placed in the box.

Receipt of Legal Process: If we receive any legal process that affects or in our opinion may affect the box or the contents, you authorize us to comply with it. "Legal process" means any document that appears to have the force of law that requires us to limit access to the box, including a restraining order, seizure warrant, garnishment, attachment, execution, levy or similar order. We do not have to determine the validity of the legal process. You agree that without incurring any liability we may suspend the right of access to the box until we are satisfied, in our sole discretion, that the legal process has been satisfied, vacated or otherwise terminated.

Adverse Claims: If there are conflicting claims or instructions or any dispute regarding the box or the contents in the box, we may suspend all right of access to the box. If we are notified of a dispute, we do not have to decide if the dispute has merit before we take further action. We may suspend and continue suspension until we obtain a release or releases in favor of the Bank from any person(s) making a claim. Lacking such release or releases, we may (but are not required to) submit such claim or claims for judicial determination by interpleader or other legal proceeding and in such case we would be entitled to all costs and expenses incurred, including without limitation the Bank's attorney's fees.

Personal Information: Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that leases a box. We require the following information or documents as a condition to your leasing a box:

- When you lease the box, we will ask for your name, residential address, date of birth, Social Security number, license and other identifying documents.
- When a business leases a box, we will ask for your business name, taxpayer identification number, business address and documents to verify the business's existence. We will also ask for the name, residential address, and date of birth and Social Security number of each tenant, which will allow us to verify your identity.

We may require additional information when or after you lease a box to comply with "Know Your Customer" requirements. We may restrict or close your box if we are unable to obtain information to satisfy our "Know Your Customer" requirements. By renting a box with us, you confirm that neither you nor any beneficial owner of any account is covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control.

Telephone and Electronic Communication: We may record and/or monitor any of our telephone conversations with you. If we record, we do not have to keep the recordings, unless the law says we must. When you give us your mobile phone number, we have your permission to contact you at that number about the box rental and this agreement. 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 at any time to change these preferences. If you give us your email address, you agree that we may send servicing messages related to your box rental (such as hold alerts) to that address. We may send electronic communications such as email or text messages, instead of mail or other means, unless the law says otherwise.

Changes in Terms: We may change the terms of this Agreement, including any annual rent or fees, by sending you a copy of changed terms or the complete agreement along with your renewal notice. We also may change the terms at any time by sending you notice to comply with legal requirements. We may provide notice to any of you, if there is more than one tenant. You agree to be bound by a change unless you surrender the box before the effective date of the change.

Change of Address: You must notify us promptly of any change in address. We may send written notice to you at the address we have on file.

Georgia Code Ann. § 44-12-209 Disposition of Unclaimed Property: Contents of Safe Deposit Box

(a) If the rental due on a safe deposit box has not been paid for one year, the lessor shall send a notice by registered mail or statutory overnight delivery to the last known address of the lessee stating that the safe deposit box will be opened and its contents stored at the expense of the lessee unless payment of the rental is made within 30 days. If the rental is not paid within 30 days from the mailing of the notice, the holder shall provide written notification to the commissioner of the drilling date not less than 30 days prior to this time. The commissioner may designate a representative to be present during the opening of the safe deposit box. The safe deposit box shall be opened in the presence of an officer of the lessor. The contents shall be sealed in a package by the officer who shall write on the outside the name of the lessee and the date of the opening. The officer shall execute a certificate reciting the name of the lessee, the date of the opening of the safe deposit box, and a list of its contents. The certificate shall be included in the package and a copy of the certificate shall be sent by registered mail or statutory overnight delivery to the last known address of the lessee. The package shall then be placed in the general vaults of the lessor at a rental not exceeding the rental previously charged for the safe deposit box.

(b) If the contents of the safe deposit box have not been claimed within two years of the mailing of the certificate, the lessor may send a further notice to the last known address of the lessee stating that, unless the accumulated charges are paid within 30 days, the contents of the safe deposit box will be delivered to the commissioner as abandoned property under the provisions of Code Section 44-12-214.

(c) The lessor shall submit to the commissioner a verified inventory of all of the contents of the safe deposit box upon delivery of the contents of the safe deposit box or such part thereof as shall be required by the commissioner under Code Section 44-12-214, but the lessor shall not deduct from any cash of the lessee in the safe deposit box an amount equal to accumulated charges for rental but shall submit to the commissioner a verified statement of such charges and deductions. If there is no cash, or insufficient cash to pay accumulated charges, in the safe deposit box, the commissioner shall remit to the lessor the charges or balance due, up to the value of the property in the safe deposit box delivered to him, less any costs or expenses of sale; but, if the charges or balance due exceeds the value of such property, the commissioner shall remit only the value of the property, less costs or expenses of sale. Any accumulated charges for safe deposit box rental paid by the commissioner to the lessor shall be deducted from the value of the property of the lessee delivered to the commissioner.

(d) On and after January 1, 1991, a copy of this Code section shall be printed on every contract for rental of a safe deposit box.