



Discretionary Overdraft Privilege Policy

It is the policy of Gulf Coast Bank and Trust to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Deposit Account Agreement and Disclosure provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and Gulf Coast Bank and Trust with regard to your checking account. The Deposit Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Overdraft Privilege Policy and the Deposit Account Agreement and Disclosure. A copy of the Deposit Account Agreement and Disclosure is available to you on request from your Gulf Coast Bank and Trust officer.

Gulf Coast Bank's Discretionary Overdraft Privilege Program is an Opt In program, as of July 1, 2011. It is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your overdraft privilege and the amount of the overdraft fee. Gulf Coast Bank and Trust is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by Gulf Coast Bank and Trust of an overdraft check (or item,) does not obligate Gulf Coast Bank and Trust to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item). It is Gulf Coast Bank and Trust's practice to post Debit Items in the following order: 1) On Us Over the Counter Items 2) ATM Withdrawals 3) Debit Card Transactions 4) ACH Items 5) In Clearing Checks. Within each Item category transactions will post from low to high dollar amount.

Pursuant to Gulf Coast Bank and Trust's commitment to always provide you with the best level of service. If you have Opted In to participate in our Discretionary Overdraft Privilege program and if your consumer account (primarily used for personal and household purposes) has been open for at least 60 days, or if your commercial account has been open for at least sixty (60) days, and thereafter you maintain your account in good standing, which includes at least but not limited to:

- A) Bringing your account to a positive balance within every thirty (30) day period for a minimum period of 24 hours;
- B) Not being in default on any legal or administrative order, levy or garnishment;
- C) No bankruptcies;
- D) Maintain your correct mailing address with Gulf Coast Bank and Trust;
- E) An active account, which is defined as having credit and/or debit activity in the last 12 months;
- F) Account must be considered to be in good standing (subject to management review of account activity)

If your account does not qualify after 60 days of the account opening date for any of the reasons stated above, your account may be added to the program once the above qualifications are met at any time after you have Opted In. Gulf Coast Bank and Trust will have the discretion to pay overdrafts within the overdraft privilege limits, but payment by Gulf Coast Bank and Trust is a discretionary courtesy and not a right of the Customer or an obligation of Gulf Coast Bank and Trust. This privilege for checking accounts will generally be limited to a maximum of \$500 overdraft (negative) balance. Of course, any and all fees and charges, including without limitation the non-sufficient funds fees (as set forth in our fee schedules and deposit account agreement and disclosure), will be included as part of this maximum amount. It may be possible that your account will become overdrawn in excess of the overdraft privilege amount as a result of the assessment of a fee. Refer to the Notice of Disclosure for Service and Fees for information about fees that may apply for NSF/Overdraft items.

Customers with consumer accounts who experience six (6) overdraft occurrences in a rolling twelve months in which the item was paid and an NSF/Overdraft Paid fee was charged will be considered excessive. After each six (6) occurrences the customer will be contacted by a Bank employee to discuss the alternative Overdraft services and Bank products available to assist them in avoiding continued overdrafts. Discretionary Overdraft Privilege may be revoked by Gulf Coast Bank or by the customer at any time. If the service is revoked by the bank or customer for any reason, the Discretionary Overdraft Privilege will only be reinstated upon Opt In request by customer and only if it is determined that the account meets all the requirements of the program. If the service is reinstated the customer will receive a notice informing customer of such. If the debit card has been revoked, a new card will need to be ordered and there is a fee associated for reissued debit cards. (See Notice of Disclosure for Services and Fees)

The total of the Discretionary Overdraft Privilege (negative) balance, which includes any and all fees and charges, including all non-sufficient funds/overdraft fees is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Deposit Account Terms and Conditions Agreement and Disclosure with a maximum repayment period of 60 days. If after 60 days your account balance has not been brought to a positive status, then we may refer your account to a collection agency and your account will be charged off.

Our standard NSF/Overdraft paid fee of \$28.00 will be imposed for paid overdraft items created by checks, ACH, ATM withdrawals, debit card transactions, in-person withdrawals, or by other electronic means. Transactions may not be processed in the order in which they occurred, and the order in which transactions are received and processed may impact the total amount of fees incurred.

While Gulf Coast Bank and Trust will have the discretion to pay overdrafts on accounts in good standing (as described above), any such payment is a discretionary courtesy, and not a right of the Customer or an obligation of Gulf Coast Bank and Trust and Gulf Coast Bank and Trust in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause. If an item is not paid for any reason, your account will be assessed our standard NSF/Overdraft return fee of \$30.00 each time the item is presented for payment.

For our consumer customers Gulf Coast Bank and Trust will not pay overdrafts for ATM or everyday debit card transactions after August 15, 2010 unless Gulf Coast Bank and Trust has provided you with the notice required by section 205.17(b) of Regulation E and you have opted in to the payment of these overdrafts.

In addition, for both consumer and commercial accounts, you may opt out of the Discretionary Overdraft Privilege Program for check, ACH, recurring debit card, and bill payment transactions at any time by contacting one of our Account Services Representatives.

Effective July 1, 2011 Version 2
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