Guaranty Bank Account Disclosure and Privacy Notice

Minnesota (August 1, 2012)

Refer to our Interest Rate sheet for current interest rates, annual percentage yields, frequency of compounding/crediting of interest, and minimum balances to open, earn the annual percentage yield and avoid fees. When referring to daily balance, it is the daily principal in the account at the end of each day. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. We may require a seven-day notice in writing before each withdrawal from an interest-bearing account other than a time deposit account. Accounts with a zero balance for at least two months are assumed to be no longer in use and will be closed. The bank has the right to change the terms of the account with notice to the customer as required by law.

CERTIFICATES OF DEPOSIT (CD)

The Interest Rate on your account will be paid through the first certificate term. For Compounding Certificates, the Annual Percentage Yield assumes the interest will remain in the account until maturity and that a withdrawal reduces earnings.

Transaction Limitations: Except as listed below, you may not deposit to your certificate account until the maturity date. The Savings for the Future 1-year add-on certificate allows deposits of any amount at anytime. Credited interest may be withdrawn without penalty at any time during the term that it's earned. The penalty for withdrawal of principal prior to a maturity date is a loss of interest, whether earned or not, on the amount withdrawn for the number of days listed below based on the interest rate being paid at the time of withdrawal. Penalties are waived in the case of death or incompetence.

Savings for the Future CD and CD terms under 1 year: 90 days'

Terms 1 year and over: 180 days'

If the account falls below the minimum balance required, it shall be considered a withdrawal of the entire balance and be subject to the penalty described above.

Account Renewals: Your account will automatically renew at maturity (7-month CD will renew to a 6-month CD, 13-month CD will renew to a 1-year CD). You will have 7 calendar days after the maturity date to withdraw funds without penalty. During the 7-day grace period interest will be paid at the rate on the last day of the term to the date of withdrawal.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Fees: If the account is closed within 120 days of opening, there is a **$50** early closing fee. Also refer to Retail Services and Prices.

SAVINGS ACCOUNTS

Your Interest Rate and Annual Percentage Yield may change. At our discretion, we may change the interest rate on your account at anytime.

Transaction Limitations: There is no limit to the number of in person deposits to and withdrawals from your account. Transfers from a statement savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per month with no transfers by check or similar order to third parties. Passbook accounts accept preauthorized deposits only.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Fees: If the account is closed within 120 days of opening, there is a **$50** early closing fee. Also refer to Retail Services and Prices.

Regular Savings: A monthly fee of **$5** will be charged if the daily balance falls below $25.00. The monthly fee will close the account if the account balance is $5.00 or less.

MONEY MARKET ACCOUNTS

Rate: Your Interest Rate and Annual Percentage Yield may change. At our discretion, we may change the interest rate on your account at anytime. Money Market accounts use tiering method A. Based on your daily balance; you will be paid the applicable rate on the entire balance.

Transaction Limitations: There is no limit to the number of in person deposits to and withdrawals from your account. Transfers from a Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, point-of-sale, or similar order to third parties are limited to six per statement cycle.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Fees: If the account is closed within 120 days of opening, there is a **$50** early closing fee. Money Market accounts are subject to overdraft fees; see Overdraft Service Information and Retail Services and Prices in this disclosure. There will be a **$5** charge per item if preauthorized transfers exceed limits (refer to transaction limitations above). If transfer limits are exceeded, the account will be reclassified as a checking account.

Ultimate Money Market: A monthly fee of **$10** will be charged if the average balance falls below $500.00.

CHECKING ACCOUNTS

On interest bearing accounts, your Interest Rate and Annual Percentage Yield may change. At our discretion, we may change the interest rate on your account at anytime. There is no minimum balance required to earn interest.

Interest Compounded/Credited: On interest bearing accounts, interest is compounded monthly and credited monthly.

Minimum to open: The minimum to open any personal checking account is $25.00.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Conversion: The bank reserves the right to convert a personal account to a business account when the account is being used for business purposes.

Fees: If the account is closed within 120 days of opening, there is a **$50** early closing fee. Checking accounts are subject to overdraft fees; see Overdraft Service Information and Retail Services and Prices in this disclosure. If there is no activity for 8 months or more, there will be a **$5** monthly dormant fee.

GENERAL INFORMATION

Address Changes: Please notify us of address changes or mail will not be forwarded. We will change your address if you submit a change of address order to the US Postal Service.

Postdating Checks: We may charge your account for a check even though payment was made before the date of the check, unless we received written notice of the postdating in time to have a reasonable opportunity to act.

Combined Statements: The bank may send you one statement for multiple accounts with the same ownership.

OVERDRAFT SERVICE INFORMATION

What is an Overdraft?

Overdrafts occur when withdrawals from your account exceed your **available balance**. The available balance is the current account balance minus any amounts on hold due to (1) checks that have been deposited or cashed, or (2) debit card transactions that have been authorized but have not posted to the account.

The bank, at its discretion, **may authorize and pay** overdrafts if you don't have a sufficient available balance in your checking or money market account and overdraft fees will apply. Excessive usage of the overdraft service will result in significant overdraft fees. Whether your overdrafts will be paid is discretionary, which means **we do not guarantee** that we will authorize and pay any type of transaction and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits. Transactions we may pay include checks and other transactions made using your checking account number, automatic bill payments, and preauthorized automatic debits, telephone-initiated or electronic transfers.

Permission for ATM and everyday debit card transactions

We will get your permission to apply overdraft services to ATM and everyday debit card transactions. If you **do not** enroll (Opt In) to the courtesy overdraft service for ATM and everyday debit card transactions, these transactions will **typically** be declined when you don't have a sufficient available balance and you will not be charged overdraft fees for these transactions. Everyday debit card transactions do not include recurring debits such as debit card purchases that are set up to bill automatically (for example, gym membership) and overdraft fees will apply if you are overdrawn due to recurring debit card transactions.

What overdraft fees will I be charged?

Overdraft fees include an Overdraft/NSF fee of **$37** for each item paid with insufficient funds and **$35** for each item paid with unavailable funds (funds on hold), a Charge to Return Check/item fee of **$37** for each item returned due to insufficient funds and **$35** for each item returned due to unavailable funds, and a **$36** one-time consecutive day overdrawn fee charged on the **5th** business day your account remains consecutively overdrawn. When a transaction brings your account balance below $0, the insufficient funds fee applies. When a transaction accesses funds subject to a check hold or debit card authorization hold, the unavailable funds fee applies. Business days are Monday-Friday and exclude Saturday, Sunday and federal holidays all bank branches are closed.

More than one overdraft fee can apply each day

If multiple items are withdrawn from your account and you have insufficient funds in your account to cover those items, you will be charged an overdraft fee for **each item**. For example, if you have $15 in your account and you write a $20 check, withdraw $30 at the ATM and your gym membership of $50 is withdrawn, you will have spent $100 but you only have $15 in your account and you will be charged 3-$37 overdraft fees, one fee for each item or a total of $111.

If multiple items are withdrawn from your account and you have unavailable funds in the account to cover those items due to a check hold, you will be charged an overdraft fee (unavailable funds) for **each item**. For example, if you have $100 in your account but that amount is on hold due to a check deposit, if you write a $20 check, withdraw $30 at the ATM and your gym membership of $50 is withdrawn, you have spent $100 but you do not have any available funds in your account and you will be charged 3-$35 overdraft fees, one fee for each item, or a total of $105.

Repaying an overdrawn balance

You must repay an overdraft as soon as possible to avoid the consecutive day overdrawn fee. If your account remains overdrawn for 43 consecutive business days the bank will force close the account.

Transaction Processing Order

Overdraft fees are assessed during nighttime processing. Credits will generally be processed before debits and transactions will generally be processed in the following order based on date/time: direct deposits, teller transactions, ATM, telephone, and online banking transactions, Easy Advance repayments, debit card transactions, ACH, checks in check number order, interest, and service charges. Service charges could bring your account negative.

Overdraft Notices

You will receive an overdraft notice when your account becomes overdrawn. You will **not** receive a notice each day the account remains consecutively overdrawn.

How you can reduce or avoid overdraft fees

- Keep track of your account and available balance. Your current available balance is printed on transaction receipts, available via INFO Line at 800-235-4636 and displays in Online Banking.
- Use Direct Deposit to avoid check holds on deposits.
- Record debit card transactions in your check register at the time of purchase.
- Keep a cushion of funds in your account just in case of an error.
- Sign up for Online Banking low balance email alerts to alert you when your balance is below a limit that you determine (Account tab, Account List, unread messages link)
- Sign up for overdraft transfers from a savings, money market or checking account. The fee for this service is $15 per transfer.

To CHANGE YOUR CHOICE regarding overdraft services for ATM and everyday debit card transactions, call 1-800-235-4636 (option 6), visit your local branch, select Overdraft Information in Online Banking or mail your request to PO Box 240200, Milwaukee, WI 53224-9984.

To OPT OUT of the courtesy overdraft program for all transactions call 1-800-235-4636.

GUARANTY BANK RETAIL SERVICES AND PRICES (MN)
Effective October 8, 2012

Account Closing within 120 days	$50 + any applicable promotional incentive (checking, savings, certificate, and money market accounts)
Account Re-Issue	$10
Account Research/Reconciliation	$30 per hour plus $6 per copy
Account History print-out	$10
ATM/DEBIT CARD FEES:	
Guaranty or Best Bank ATM	Free
Pulse ATM	2 Free per month then $2.50 for each withdrawal or balance inquiry
Non Pulse ATM	$2.50 for each withdrawal or balance inquiry
Debit Card purchase using Signature	Free
Debit Card purchase using PIN	Free
ATM Empty Envelope	$37
Debit Card or ATM Card Reissue	$5 per card
Debit Card Design	$5 per card
Check - Bank Official Check purchase	$8 each Or free if $5,000 balance** (customers only)
Check - Non-customer cashing check drawn on Guaranty Bank	$10 per check
Check Printing	Fee Varies
Coin Counting	Free for Retail customers (where available)
Collection Item	$25 per item
Dormant fee	$5 per month after no activity for 8 months or more, checking only
Fax	$2 per page (local only)
Foreign Currency	Fee Varies
Foreign Checks	Fee Varies (always processed as collection item)
Gift Card/Check	$5 each (American Express, customers only)
Late Correction of Tax Forms	$50
Legal Notices (Garnishment, Levy)	$100
Money Order (customers only)	$3 each Or free if $5,000 balance** (max $3,000 per money order)
Notary	Free
OVERDRAFT FEES:	
Overdraft/NSF (item paid)	**$37** for **each item** paid with insufficient funds **$35** for **each item** paid with unavailable funds (funds on hold)
Charge to Return Check/item fee	**$37** for **each item** returned due to insufficient funds **$35** for **each item** returned due to unavailable funds (funds on hold)
Extended Overdrawn Balance fee (listed as CONS DAY OD FEE)	**$36 one-time fee** charged on the **5th business*** day your account is consecutively overdrawn
Overdraft Transfer	**$15** per transfer (from linked savings, money market or checking)
Returned Deposit item	$20 per item
Returned Mail	$5 per account, per month
Stop Payment Request/Renewal	$37 per item, check, or money order
Telephone Transfer	Free with INFO Line
Traveler's Checks	2% of amount purchased, single or dual signatures (customers only, maximum purchase $25,000 per day)
Wire Transfer Outgoing	$25 (domestic) or $50 (international, external fees may apply)
Wire Transfer Incoming	$18
Wire Transfer Service Message	$10 (domestic) or $25 (international)
Wire Transfer Confirmation	$2.50 (email) $5 (fax) $10 (phone)

***Business days are Monday – Friday and exclude Saturday, Sunday and federal holidays all bank braches are closed.

**Balance is defined as the prior day (Monday-Saturday) total balance of all checking, savings, certificate and money market accounts for the tax reporting owner of the account from which the item is purchased. The fee is withdrawn from the account the business day after the purchase.

Member FDIC

FACTS	WHAT DOES Guaranty Bank (d/b/a BestBank in Michigan and Georgia) DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and checking account information • account balances and transaction history • payment history and credit history
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Guaranty Bank (d/b/a BestBank in Michigan and Georgia) chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Guaranty Bank (d/b/a BestBank in Michigan and Georgia) share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes – to offer our products and services to you	YES	NO
For joint marketing with other financial companies	YES	NO
For our affiliates' everyday business purposes – information about your transactions and experiences	NO	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	NO	We don't share
For our affiliates to market to you	NO	We don't share
For nonaffiliates to market to you	YES	YES

To limit our sharing	• Call 1-800-235-4636 • For loan customers, press option 1,2,0 • For deposit customers, press option 8,0 **Please note:** If you are a *new* customer, we can begin sharing your information **30** days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

Questions?	Call 1-800-235-4636

Who we are	
Who is providing this notice?	Guaranty Bank (d/b/a BestBank in Michigan and Georgia).

What we do	
How does Guaranty Bank (d/b/a BestBank in Michigan and Georgia) protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Guaranty Bank (d/b/a BestBank in Michigan and Georgia) collect my personal information?	We collect your personal information, for example, when you • open an account or show your government-issued ID • apply for a loan or give us your contact information • make deposits or withdrawals from your account We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Guaranty Bank (d/b/a BestBank in Michigan and Georgia) has no affiliates.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *Nonaffiliates we share with can include mortgage companies.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *Our joint marketing partners include companies such as credit card companies, insurance companies, merchant service companies and mortgage companies.*

Other important information
Guaranty Bank does business as BestBank in Georgia and Michigan.