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June 27, 2026

Via Electronic Delivery

John (J.J.) Hansen,
Director for Licensing
Community Bank Regions: Midwest, West
Office of the Comptroller of the Currency
1050 17th St., Suite 1500
Denver, CO 80265

Re: Proposed Acquisition of BNCCORP, INC. and Its National Bank Subsidiary, BNC National Bank, by OppFi Inc.

Dear Mr. Hansen:

On behalf of our client, OppFi Inc. ("**OppFi**" or the "**Applicant**"), enclosed please find the following documents submitted in connection with the Applicant's proposed acquisition of BNCCORP, INC. ("**BNCCORP**"):

1. Application for prior approval for OppFi Interim Bank, National Association ("**OppFi Interim Bank**") to acquire by merger BNC National Bank ("**BNC**") pursuant to the Bank Merger Act, 12 U.S.C. § 1828(c), and the National Bank Act, 12 U.S.C. § 215a-1 (such merger, the "**Bank Merger**");

2. Application for prior approval to charter OppFi Interim Bank pursuant to 12 C.F.R. § 5.33(e)(4) and for waiver of director residency requirements; and

3. Application for prior approval of OppFi Bank, National Association, as the resulting bank from the merger of OppFi Interim Bank and BNC, to acquire by merger its nonbank affiliate, Opportunity Financial, LLC pursuant to the National Bank Act, 12 U.S.C. § 215a-3, and 12 C.F.R. § 5.33(g)(4) (such merger, the "**Non-Bank Merger**").

This submission consists of two volumes: a Public Volume and a Confidential Volume (collectively, the "**Application**").[1]

[1] As further described in the Application, OppFi is also submitting applications to the Board of Governors of the Federal Reserve System and the Federal Reserve Bank of Chicago (collectively, the "**FRB**") and the Federal Deposit

Sidley Austin (DC) LLP is a Delaware limited liability partnership doing business as Sidley Austin LLP and practicing in affiliation with other Sidley Austin partnerships.

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OppFi respectfully requests confidential treatment for the Confidential Volume of this Application pursuant to the Freedom of Information Act ("**FOIA**"), 5 U.S.C. § 552(b), and the implementing regulations of the Office of the Comptroller of the Currency ("**OCC**") thereunder, 12 C.F.R. § 4.12. OppFi does so on the grounds that they contain highly sensitive, nonpublic information regarding (i) OppFi's and BNCCORP's businesses and operations, together with those of their subsidiaries, that have not previously been disclosed to the public, (ii) other information regarding the terms of the Proposed Transactions (as defined in the Application) that has not previously been disclosed to the public, and (iii) records containing sensitive personal information, furnished in confidence. The disclosure of such information would be likely to cause OppFi and BNCCORP, together with their subsidiaries, substantial competitive harm, and would constitute a clearly unwarranted invasion of the personal privacy of individuals associated with such entities. Confidential treatment is therefore warranted pursuant to 5 U.S.C. §§ 552(b)(4), (6) and 12 C.F.R. §§ 4.12(b)(4), (6). In the event of a third-party FOIA request, we respectfully request notice of such request, as well as a reasonable period of time to respond prior to any anticipated release of material by OCC staff.

In addition, we request, pursuant to FOIA and applicable OCC regulations and for reasons including those set forth above, that any memoranda, notes, or other writings of any kind whatsoever made by an employee, agent, or any person under the control of the OCC (or any other governmental agency) that incorporate, include, or relate to any of the matters referred to in the Application for which confidential treatment is sought (i) furnished by OppFi or any respective employees or agents to the OCC (or any other governmental agency); or (ii) referred to in any conference, meeting, telephone conversation, or interview between (a) employees, former employees, representatives, agents, or counsel of OppFi; and (b) employees, agents, or any persons under the control of the OCC, be maintained in confidence, not be made part of any public record, and not be disclosed to any person.

Finally, the materials in the Application for which confidential treatment is sought include information that is protected by the attorney-client privilege and other applicable privileges and protections. The parties' disclosure of this information to the OCC does not waive, destroy, or otherwise affect applicability of any such protections. 12 U.S.C. § 1828(x).

Insurance Corporation (the "**FDIC**"), as applicable, to register as a bank holding company, and to conduct certain internal reorganization transactions in connection with the acquisition of BNCCORP.

OppFi appreciates the OCC's review of this Application. Please feel free to contact me at michael.lewis@sidley.com or 202-736-8959 with any questions.

Very truly yours,

/s/ Michael D. Lewis

Michael D. Lewis
Partner

Enclosures

cc: Todd Schwartz, OppFi
Marv Gurevich, OppFi
Joshua Samek, Sidley Austin LLP
Matthew Katz, Sidley Austin LLP
Michele Alt, Klaros Group

PUBLIC VOLUME

to the submission to the

OFFICE OF THE COMPTROLLER OF THE CURRENCY

consisting of the following and related documentation:

APPLICATION
by OPPFI INTERIM BANK, NATIONAL ASSOCIATION
for prior approval to acquire by merger BNC NATIONAL BANK
pursuant to the Bank Merger Act, 12 U.S.C. § 1828(c), and
the National Bank Act, 12 U.S.C. § 215a-1;

APPLICATION
by OPPFI INC.
for prior approval to charter
OPPFI INTERIM BANK, NATIONAL ASSOCIATION
pursuant to 12 C.F.R. § 5.33(e)(4)
and for waiver of director residency requirements; and

APPLICATION
by OPPFI BANK, NATIONAL ASSOCIATION
to engage in a business combination and acquire by merger its nonbank affiliate
pursuant to the National Bank Act, 12 U.S.C. § 215a-3,
and 12 C.F.R. § 5.33(g)(4).

June 27, 2026

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<u>Office of the Comptroller of the Currency Application Public Volume</u>

APPLICATION 1

Interagency Bank Merger Act Application

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INTERAGENCY BANK MERGER ACT APPLICATION

Check all that apply:

Type of Filing

- [x] Affiliate/Corporate Reorganization
- [x] Combination with Interim Depository Institution
- [ ] Nonaffiliate Combination
- [ ] Other

Form of Transaction

- [x] Merger
- [ ] Consolidation
- [ ] Purchase and Assumption
- [ ] Branch Purchase and Assumption
- [ ] Other

Filed Pursuant To

- [x] 12 U.S.C. 1828(c)
- [x] 12 U.S.C. 215, 215a-c
- [ ] 12 U.S.C. 1815(a)
- [ ] Other

Applicant Depository Institution

Name: *BNC National Bank* Charter/Certificate Number: *24224*

Street: *20175 North 67th Avenue*

City: *Glendale* State: *Arizona* Zip Code: *85308*

Target Institution

Name: *OppFi Interim Bank, National Association* Charter/Certificate Number: *entity in formation*

Street: *TBD*

City: *Salt Lake City* State: *Utah* Zip Code: *TBD*

Resultant Institution *(if different than the Applicant)*

Name: *OppFi Bank, National Association* Charter/Certificate Number: *24224*

Street: *TBD*

City: *Salt Lake City* State: *Utah* Zip Code: *TBD*

Contact Person

Name: *Michael Lewis*

Title: *Partner* Employer: *Sidley Austin LLP*

Street: *1501 K STREET, N.W*

City: *Washington* State: *DC* Zip Code: *20005*

Telephone: *202 736 8959* Email Address: *michael.lewis@sidley.com*

OVERVIEW

I. Introduction

On April 28, 2026, OppFi Inc. ("**OppFi**"), a publicly traded financial services company incorporated under the laws of the state of Delaware, entered into an Agreement and Plan of Merger ("**Merger Agreement**") to acquire BNCCORP, INC. ("**BNCCORP**"), a bank holding company registered with the Board of Governors of the Federal Reserve System ("**FRB**") under the Bank Holding Company Act of 1956, as amended (the "**BHCA**"), and its FDIC-insured national bank subsidiary, BNC National Bank (the "**Target Bank**"), along with BNCCORP's wholly owned trust subsidiary, BNC Statutory Trust III (the "**BNC Trust**"), a Delaware statutory trust formed in connection with the issuance of trust preferred securities.

OppFi Interim Bank, National Association ("**OppFi Interim Bank**"), an interim banking association to be formed as described below, is submitting this Interagency Bank Merger Act Application (the "**Application**"), along with related application materials further described below, to the Office of the Comptroller of the Currency (the "**OCC**") to request approval for OppFi Interim Bank (as formed and owned by OppFi) to merge with and into the Target Bank, with the Target Bank surviving, and for the Target Bank to subsequently engage in a merger transaction with a nonbank affiliate.

Under the Merger Agreement, OppFi's acquisition of BNCCORP and the Target Bank will be effected through a series of transaction steps outlined below and described in <u>Confidential Exhibit 1</u>:

1. <u>Formation of OppFi Interim Bank</u>: An interim national bank and wholly owned direct subsidiary of OppFi, called OppFi Interim Bank, National Association, will be formed. OppFi Interim Bank's main office will be located in Salt Lake City, Utah, where OppFi will establish appropriate operations and infrastructure to support its banking activities.

2. <u>The Merger</u>: BNCCORP will merge with and into OppFi's newly formed, wholly owned, direct subsidiary, Birch Merger Sub, LLC ("**Merger Sub**"), a Delaware limited liability company, with Merger Sub surviving as a wholly owned subsidiary of OppFi (the "**Merger**"). As a result, OppFi will become a bank holding company.

3. <u>The Bank Merger</u>: Following replacement of the board of directors of the Target Bank, OppFi Interim Bank will merge with and into the Target Bank (the "**Bank Merger**" and together with the Merger, the "**Mergers**"), with the Target Bank surviving as a wholly owned direct subsidiary of OppFi, expected to be renamed to OppFi Bank, National Association (following the Bank Merger, the "**Resulting Bank**"). The Resulting Bank will designate OppFi Interim Bank's main office in the vicinity of Salt Lake City, Utah as the Resulting Bank's main office.

   The Resulting Bank will adopt updated articles of association, and bylaws following the Bank Merger, reflecting such changes as may be appropriate for the Combined Bank (as defined below) in connection with the Bank Merger and Non-Bank Merger.

4. Business Combination and Integration of Non-Bank Affiliate: Immediately following the Bank Merger, OppFi's existing subsidiary, Opportunity Financial, LLC ("**OpCo**"), a Delaware limited liability company and the entity through which OppFi primarily conducts its business activities, will merge with and into the Resulting Bank, with the surviving bank following such merger referred to as the "**Combined Bank**." After the merger with OpCo, the Combined Bank will begin to execute on its proposed business plan (such merger, the "**Non-Bank Merger**," and collectively with the commencement of the business activities of the Combined Bank immediately thereafter, the "**Non-Bank Merger and Business Plan Execution**"). In this Application, we refer to the Mergers and Non-Bank Merger and Business Plan Execution as the "**Proposed Transactions**."

   The Non-Bank Merger will result in substantially all of the assets, liabilities, technology, servicing operations, and related business activities of OpCo being moved into the Combined Bank. This step is intended to consolidate OppFi's operating business within the insured depository institution, strengthen the Combined Bank's capital and operating resources, and support execution of the Combined Bank's three-year business plan, attached hereto as Confidential Exhibit 2 ("**Business Plan**").

   The Non-Bank Merger is a covered transaction under Section 23A of the Federal Reserve Act and FRB's Regulation W, as applied to the Resulting Bank by Part 31 of the OCC's regulations. As the Non-Bank Merger will exceed 10 percent of the Resulting Bank's capital stock and surplus and would not otherwise be permitted by any codified exemptions under Regulation W, the Resulting Bank is requesting exemptive relief from the quantitative limits and low-quality asset prohibition of Section 23A. It expects to file this request no later than July 31, 2026.

5. Trust Preferred Securities Restructuring: BNCCORP is expected to have approximately $15.464 million in grandfathered trust preferred securities ("**TruPS**") outstanding as of the date of the closing of the Proposed Transactions. These TruPS were issued through BNC Trust, which is a direct subsidiary of BNCCORP, and are presently treated as additional tier 1 capital of BNCCORP. OppFi intends to undertake certain transactions relating to the TruPS following consummation of the Proposed Transactions which would result in BNC Trust becoming a direct subsidiary of OppFi, and cause the existing TruPS, by their terms, to become obligations of OppFi (such transactions, the "**TruPS Reorganization**"). OppFi expects that following the TruPS Reorganization, the TruPS will continue to qualify as additional tier 1 capital of OppFi.

   OppFi, together with its subsidiaries, following consummation of the Proposed Transactions and the TruPS Reorganization, is referred to herein as the "**Combined Company**."

In addition to this Application, OppFi is submitting to the OCC an Interim National Bank Application to form OppFi Interim Bank, and the Resulting Bank is submitting a Merger of a National Bank With a Nonbank Affiliate Resulting in a National Bank Application (incorporated with this Application) for the Non-Bank Merger. The Resulting Bank is also submitting an Interagency Bank Merger Act Application to the Federal Deposit Insurance Corporation ("**FDIC**") to request approval for the Non-Bank Merger. OppFi is submitting to the FRB and the Federal

Reserve Bank of Chicago (collectively, the "**Federal Reserve**") an application on Form FR Y-3 pursuant to Section 3 of the Bank Holding Company Act to become a bank holding company and making a financial holding company election as part of the FR Y-3 application.

The Proposed Transactions are designed to create a single, federally supervised banking organization that combines the Target Bank's established community banking franchise with OppFi's technology-enabled lending, data analytics, servicing, and customer acquisition capabilities. The Proposed Transactions will thereby create a unified banking organization that expands access to credit, enhances the Target Bank's geographic reach and technological capabilities, leverages the strong leadership teams of both OppFi and the Target Bank, realizes operational efficiencies (including improving funding efficiency through a stable deposit base), and operates under consolidated federal supervision. OppFi expects the Combined Bank to maintain the Target Bank's community banking focus, including generally retaining current branches, personnel, customer relationships, and principal products and services, while expanding access to responsible credit and deposit products by supplementing those operations with OppFi's digital platform and broader product capabilities. Substantially all of the Combined Company's business operations will be conducted through the Combined Bank.

As described in this Application, OppFi Interim Bank satisfies all of the requirements of the Bank Merger Act, 12 U.S.C. § 1828(c), and hereby requests the OCC's approval of the Bank Merger, as well as the Non-Bank Merger. Additional information regarding the terms and conditions of the Merger is contained in the Merger Agreement, attached hereto as Public Exhibit A and Confidential Exhibit 3. Copies of board resolutions related to the Merger Agreement are included as Confidential Exhibits 4 and 5. Additional information regarding the terms and conditions of the Bank Merger are contained in the Bank Merger Agreement, attached hereto as Confidential Exhibit 6 (the "**Bank Merger Agreement**"), while the proposed Articles of Association and Bylaws of the Resulting Bank are attached hereto as Confidential Exhibits 7 and 8, and forms of unanimous written consent of the boards of directors of OppFi Interim Bank and the Target Bank are attached hereto as Confidential Exhibits 9 and 10. Additional information regarding the terms and conditions of the Non-Bank Merger is contained in the Non-Bank Merger Agreement, attached hereto as Confidential Exhibit 11 (the "**Non-Bank Merger Agreement**") , while forms of unanimous written consent relating to the Non-Bank Merger are attached hereto as Confidential Exhibits 12 and 13.

II. Parties to the Proposed Transactions

A. OppFi Inc.

OppFi is a publicly traded financial services company headquartered in Chicago, Illinois. It is listed on the New York Stock Exchange (NYSE: OPFI) and included in the Russell 2000 and Russell 3000 indices. Founded in 2012, OppFi is a technology-enabled online lending and tech-enabled nonbank specialty finance platform that partners with banks to offer financial products and services. To support these operations, OppFi employs approximately 410 employees as of December 31, 2025, with its primary corporate office located in Chicago, Illinois.

In 2025, OppFi facilitated approximately $899 million in loan originations through its platform, and as of December 31, 2025, OppFi had approximately $597 million in revenue and

$146 million in net income. Since inception, OppFi has served over 1.6 million customers and facilitated more than $8.6 billion in loans.

OppFi offers technology-enabled consumer lending products through its OppLoans platform, which facilitates unsecured installment loans for consumers nationwide through bank partnership arrangements and digital delivery channels. As of December 31, 2025, OppFi facilitated consumer lending products in 40 states through its bank partnership model. OppFi's OppLoans platform supports customer acquisition, automated underwriting, servicing, compliance, and data analytics functions on behalf of its originating bank partners. In addition to its consumer lending operations and as described below, OppFi also maintains a strategic investment in Bitty Holdings, LLC ("**Bitty**"). Bitty is a small business credit access company in which OppFi currently holds a 35% equity interest. Through Bitty, OppFi supports revenue-based financing and installment loans for small- and medium-sized businesses.

B. Birch Merger Sub, LLC

Merger Sub is a newly formed, wholly owned Delaware limited liability company and direct subsidiary of OppFi, formed for the sole purpose of facilitating the acquisition of BNCCORP pursuant to the Merger Agreement. At closing, the first step in the Proposed Transactions will be for BNCCORP to merge with and into Merger Sub, with Merger Sub surviving as a wholly owned subsidiary of OppFi.

C. OppFi Interim Bank, N.A.

OppFi will form OppFi Interim Bank as a wholly owned subsidiary of OppFi for the purposes of facilitating the Proposed Transactions. OppFi Interim Bank will merge with and into the Target Bank in the Bank Merger, with the Target Bank as the surviving entity, all of the equity of which will be held by OppFi Interim Bank's sole shareholder, OppFi. OppFi Interim Bank's main office will be in Salt Lake City, Utah, where OppFi will establish operations and infrastructure supporting its proposed banking activities, and the Resulting Bank will designate OppFi Interim Bank's main office as the Resulting Bank's (and thereafter, the Combined Bank's) main office.

D. Opportunity Financial, LLC

OpCo is the principal operating company through which OppFi conducts its business operations. OpCo houses the technology, lending facilitation, servicing, data analytics, customer acquisition, and related operational functions that support the OppLoans platform. OpCo implements OppFi's bank partnership model by providing marketing, servicing, compliance support, and operational infrastructure for consumer lending products originated by OppFi's bank partners. OpCo also owns 100% of the equity interests of certain special purpose vehicles ("**SPVs**") which themselves hold loan assets. These SPVs will be treated as operating subsidiaries of the Combined Bank pursuant to 12 C.F.R. § 5.34 following the Non-Bank Merger.

As part of the Proposed Transactions, in the Non-Bank Merger, OpCo will be merged with and into the Resulting Bank, with the Resulting Bank as the surviving entity, so that these operational and technological capabilities are housed within the insured depository institution. This integration is expected to support direct bank origination, servicing, and management of

OppLoans products, subject to the Combined Bank's governance, compliance, risk management, and supervisory frameworks (updated as appropriate for the operations of the Combined Bank).

E. Bitty Holdings, LLC

Bitty is a small business credit access company in which OppFi holds a 35% equity interest. Bitty currently offers installment loans and revenue-based financing products to small- and medium-sized businesses through an online platform. Under the Business Plan, OppFi's interest in Bitty (which is presently held by OpCo) will be held by the Combined Bank as a non-controlling equity investment pursuant to 12 C.F.R. § 5.36 following the Non-Bank Merger. Please see Confidential Exhibit 14 for additional information regarding Bitty.

F. BNCCORP, INC., BNC National Bank, and BNC Statutory Trust III

BNCCORP is a bank holding company headquartered in Bismarck, North Dakota, subject to supervision by the Federal Reserve, and the parent company of the Target Bank.

The Target Bank is an FDIC-insured national bank headquartered in Glendale, Arizona, with operations in Arizona and North Dakota. The Target Bank was originally founded in 1987 and has a long-standing history of providing relationship-based community banking services, with a focus on supporting local businesses and consumers across its markets. The Target Bank primarily serves individuals and small- to medium-sized businesses and engages in commercial lending, consumer lending, Small Business Administration ("**SBA**") lending, deposit-taking, and wealth management services. The Target Bank's lending primarily consists of commercial and industrial loans, small business loans, real estate loans, consumer loans, and agricultural loans, and its deposit offerings include checking, savings, and other retail and commercial deposit products.

As of March 31, 2026, the Target Bank had approximately $1.06 billion in total assets and approximately $940 million in total deposits. The Target Bank generated approximately $51 million in interest income and approximately $10 million in net income for 2025. The Target Bank operates as an intermediate small bank under the Community Reinvestment Act and received an overall rating of "Satisfactory" in its most recent CRA performance evaluation, attached hereto as Public Exhibit B, reflecting reasonable lending distribution, community development activity, and responsiveness to community credit needs. For more information about the Target Bank, please see its Consolidated Report of Condition and Income ("**Call Report**") for March 31, 2026, attached hereto as Public Exhibit C.

The BNC Trust is a Delaware statutory trust wholly owned by BNCCORP, formed in connection with the issuance of TruPS of BNCCORP in 2007. There presently are $15 million in Floating Rate Capital Securities issued by BNC Trust and held by the public in connection with the trust preferred structure ("**TruPS Capital Securities**"), and $464,000 in units of Common Securities issued by BNC Trust held by BNCCORP ("**TruPS Common Securities**"). BNC Trust holds $15.464 million in Floating Rate Junior Subordinated Debt Securities, due 2037, issued by BNCCORP in connection therewith ("**TruPS Debt Securities**").

III. Purpose of the Proposed Transactions

The Proposed Transactions are intended to combine OppFi's technology-enabled lending platform with the Target Bank's diversified community banking infrastructure to create a unified banking organization that is positioned to expand consumer access to credit and provide enhanced product offerings.

Following consummation of the Proposed Transactions, the Combined Bank is expected to operate a dual-channel business model consisting of (i) a community banking platform and business line, through which the Combined Bank will continue to provide relationship-based banking services within the Target Bank's existing footprint as BNC Powered by OppFi (the "**BNCPO**" or "**Legacy BNC**" business line), and (ii) the OppLoans technology-enabled digital platform, through which the Combined Bank will offer consumer and small business lending and related financial products on a nationwide basis. Further, consistent with the Business Plan, a portion of the Combined Bank's small business financing activities is expected to continue through Bitty. This structure is designed to preserve the strengths of the Target Bank's existing operations while leveraging OppFi's technology, analytics, and customer acquisition capabilities to expand the Combined Bank's reach and product offerings.

The business maturity, scale, and capabilities of OppFi make it well suited to increasing financial inclusion by operating through a depository institution nationwide under a uniform regulatory framework and streamlined licensing regime, subject to federal supervision and Community Reinvestment Act ("**CRA**") obligations that promote accountability and fair access to credit.

The Proposed Transactions will provide a number of important benefits to OppFi, the Target Bank, their customers, and communities across the United States, including the following:

Better Serving the Underserved Community. A central objective of the Proposed Transactions is to enhance access to responsible, transparent credit products for consumers and small businesses that are underserved by traditional financial institutions. OppFi's platform has historically enabled access to credit for millions of such consumers through partnerships with originating banks. Importantly, combining OppFi's digital platform with a national bank will have the effect of strengthening its ability to provide access to the banking system, allowing OppFi to continue to lend across the credit continuum by operating under a uniform federal legal framework and funding loans with low cost deposits. The Proposed Transactions will enhance OppFi's ability to provide responsible, transparent financial products to consumers, by providing the full suite of Legacy BNC products to the Target Bank's existing customers (while planning to incorporate improved digital banking service delivery mechanisms), and enhancing the OppLoans portfolio of consumer and small business lending products with potential deposit and other products described in the Business Plan. This will allow OppFi to provide digital banking solutions to meet the needs of millions of working American consumers and small businesses that are not well served by other traditional financial institutions, and who often, out of necessity, turn to higher cost and less transparent providers of credit. The Combined Bank can serve such customers fairly and transparently, at a cost to those customers that is lower than their alternative options.

Alignment and Strengthening of Funding Model. As a tech-enabled nonbank specialty finance company, OppFi currently uses a bank partner origination model, and relies on third-party funding sources, including warehouse facilities, to support loan originations. Following consummation of the Proposed Transactions, OppFi will originate loans through its insured depository institution subsidiary, supported by a stable, low-cost deposit base. Deposits can represent a durable and cost-effective source of funding across economic cycles. The Combined Bank may also rely upon other sources of liquidity to continue to support borrowers as necessary or advisable, including during periods of market disruption.

Operational Efficiencies Through Uniform Regulation and Supervision. As a tech-enabled nonbank specialty finance company, OppFi operates, through its bank partners, within a multi-state regulatory framework. The Combined Bank will benefit from the application of consistent, uniform standards to its lending and other business activities, as well as from supervision by a single primary prudential federal regulator, the OCC. This structure is expected to improve operational efficiency, strengthen compliance infrastructure, reduce reliance on third parties, and support scalable growth.

Driving Innovation Through Product Diversification and Technology Integration. The Proposed Transactions will enable the Combined Bank to expand its product offerings beyond OppFi's current core loan products and the Target Bank's existing product suite. The Combined Bank is expected to leverage OppFi's technology and capacity, including data analytics and automated underwriting tools, to offer a broader range of lending products and deposit offerings in each of its two business lines, delivered through both branch-based and digital channels. These capabilities will be supported by OppFi's proprietary technology platform, which is expected to enhance credit decisioning, improve customer experience, and increase operational efficiency. The combined organization is expected to function as a next-generation digital bank designed to expand credit access, reduce complexity, and diversify product offerings, while preserving the relationship-based banking that is a hallmark of the BNCPO line of business.

IV. The Merger Agreement

Upon the terms and subject to the conditions of the Merger Agreement, BNCCORP will merge with and into the Merger Sub, a wholly owned subsidiary of OppFi, with Merger Sub as the surviving entity. Immediately following the Merger, OppFi Interim Bank will merge with and into the Target Bank, with the Target Bank surviving as a wholly owned direct subsidiary of OppFi (the Resulting Bank). Following the consummation of the Mergers, OpCo will merge with and into the Resulting Bank, with the Resulting Bank as the surviving entity (the Combined Bank). The Combined Bank will serve as the primary operating entity for the Combined Company, housing substantially all of its business operations.

Under the Merger Agreement, if the Merger is completed, each share of BNCCORP common stock (excluding certain specified shares and shares held by stockholders who properly exercise appraisal rights) that is issued and outstanding immediately prior to the effective time of the Merger (the "**Effective Time**") will be converted into the right to receive (i) $19.375 in cash (the "**Cash Consideration**") and (ii) 1.90 shares of OppFi Class A common stock (the "**Stock Consideration**" and together with the Cash Consideration, the "**Merger Consideration**"). Cash will be paid in lieu of fractional shares of OppFi Class A common stock. Based on OppFi's closing stock price on April 28, 2026, the aggregate transaction value is approximately $130 million.

Following consummation of the Merger, existing OppFi stockholders are expected to own approximately 93% of the Combined Company, and former BNCCORP stockholders are expected to own approximately 7%. The Merger Agreement also provides for customary treatment of BNCCORP equity awards, including the conversion or cancellation of outstanding stock options and warrants in accordance with their terms and the Merger Agreement.

The Merger Agreement has been unanimously approved by the boards of directors of OppFi and BNCCORP. Consummation of the Merger is subject to customary closing conditions, including, among others, approval by BNCCORP stockholders, receipt of required regulatory approvals, and effectiveness of a registration statement on Form S-4 with respect to the shares of OppFi Class A common stock to be issued in the Merger. OppFi has filed, or will file, a registration statement on Form S-4 with the Securities and Exchange Commission to register the shares of OppFi Class A common stock to be issued in connection with the Merger.

The Merger Agreement also contains customary representations and warranties, covenants, and termination provisions for transactions of this nature, including provisions relating to the conduct of the parties' businesses prior to closing and the ability of the parties to terminate the agreement under specified circumstances.

V. Analysis and Due Diligence Conducted by OppFi of the Target Bank and BNCCORP

OppFi and BNCCORP both leveraged extensive merger and acquisition experience to conduct a comprehensive reciprocal diligence process. Confidential Exhibit 15 contains a summary of the diligence process.

VI. Factors Considered Under the Bank Merger Act

When evaluating the Bank Merger (as part of the Proposed Transactions), the OCC must consider (a) the effect of the transaction on competition, (b) the financial and managerial resources and future prospects of the existing and proposed institutions, (c) the convenience and needs of the community to be served, including the record of performance under the Community Reinvestment Act ("**CRA**"), (d) the effectiveness of the institutions in combatting money laundering activities, and (e) the impact of the transaction on the stability of the United States banking or financial system.[1] For the reasons described below, this Application satisfies each factor.

A. Effects on Competition

Under the Bank Merger Act, the OCC must not approve a merger that would "result in a monopoly, or which would be in furtherance of any combination or conspiracy to monopolize or to attempt to monopolize the business of banking in any part of the United States."[2] The OCC is also prohibited from approving any merger "whose effect in any section of the country may be

[1] See 12 U.S.C. §§ 1828(c)(5), (11).
[2] 12 U.S.C. § 1828(c)(5)(A).

substantially to lessen competition, or to tend to create a monopoly, or which in any other manner would be in restraint of trade, unless it finds that the anticompetitive effects of the proposed transaction are clearly outweighed in the public interest by the probable effect of the transaction in meeting the convenience and needs of the community to be served."[3]

The Proposed Transactions will not have material adverse effects on competition. OppFi is not currently a bank holding company and does not control an insured depository institution. OppFi Interim Bank will be a newly chartered interim national bank, and will not engage in any business activities prior to the Bank Merger. Accordingly, prior to consummation of the Proposed Transactions, OppFi does not compete in traditional banking markets for deposits and does not operate any relevant bank branches or maintain insured deposits. The formation of the Combined Bank therefore will not result in a combination of competing insured depository institutions or a consolidation of existing deposit market share.

The Target Bank currently operates as a relationship-based community bank focused on deposit-taking, commercial lending, consumer lending, SBA lending, wealth management and related banking services within its regional footprint in Arizona and North Dakota. By contrast, OppFi operates a nationwide, technology-enabled consumer lending platform through bank partnership arrangements and does not currently offer insured deposit products or operate a branch-based banking platform. OppFi's primary activities consist of facilitating unsecured consumer lending products through digital delivery channels, together with related servicing, underwriting, marketing, and data analytics functions. Importantly, while there is the potential for overlap between the OppFi and the Target Bank's product offerings, in that both may offer unsecured consumer loans, OppFi and the Target Bank are focused on extending credit to different segments of the consumer market. OppFi's business is focused on underserved segments of the population, which generally face limitations in accessing credit from traditional financial institutions. The Target Bank's lending business is focused on customers with a more traditional borrowing profile. As a result, OppFi and the Target Bank's lending businesses are generally not in direct competition with one-another. OppFi is also competing for its customers on a national basis, while the Target Bank focuses on its North Dakota and Arizona geographies.

As a result, there is limited overlap between the parties' existing product offerings, customer bases, and geographic banking markets. The Proposed Transactions will not materially increase concentration in any relevant banking market, reduce the availability of banking products or services, or eliminate a meaningful competitor in any local market. To the contrary, the Proposed Transactions will result in a new entrant that is expected to compete on a broader national basis through a combination of banking operations and technology-enabled lending capabilities. The Combined Bank is expected to expand access to consumer and small business lending products through digital delivery channels while maintaining the Target Bank's existing community banking operations. OppFi expects to be able to offer products in the OppLoans business line in as many as ten additional states where it is currently unable to facilitate consumer loans through its platform. The Proposed Transactions therefore can be expected to have *pro-competitive* effects by increasing the availability of banking and credit products for consumers and small businesses, including underserved customers that may not be effectively served by

[3] 12 U.S.C. § 1828(c)(5)(B).

traditional financial institutions, and to introduce a new competitor in some consumer lending markets.

B. Financial and Managerial Resources

Under the Bank Merger Act, the OCC must "take into consideration the financial and managerial resources and future prospects of the existing and proposed institutions."[4] As described in greater detail throughout this Application, OppFi and BNCCORP have sufficient financial and managerial resources to consummate the Proposed Transactions and to integrate BNCCORP's operations and activities into OppFi's business model in a manner consistent with safe and sound banking principles.

OppFi is a well-established tech-enabled specialty finance company with demonstrated profitability, strong revenue growth, and experience operating a large-scale consumer lending platform. As of December 31, 2025, OppFi has facilitated over $8.6 billion in gross loan issuance covering more than 4.7 million loans since inception. OppFi generated approximately $591.8 million in gross revenue and $381.2 in net revenue during fiscal year 2025, along with total net income of $146.2 million. It generated approximately $151.9 million in gross revenue, and $87.3 in net revenue, during the first quarter of 2026, along with total net income of $54.0 million. OppFi reported approximately $720 million in total assets as of the end of the first quarter of 2026.

BNCCORP and the Target Bank also maintain strong financial resources and a stable banking franchise. As of March 31, 2026, the Target Bank had approximately $1.06 billion in total assets and approximately $940 million in total deposits. The Target Bank generated approximately $51 million in interest income and approximately $10 million in net income for 2025. The Target Bank had a "Satisfactory" CRA rating in its most recent CRA Performance Evaluation, dated October 2025. It operates a diversified community banking business focused on deposit-taking, commercial lending, retail banking, wealth management, and fiduciary services in Arizona and North Dakota. Following consummation of the Proposed Transactions, OpCo will merge with and into the Combined Bank, which is expected to strengthen the Combined Bank's balance sheet and capital position. The Non-Bank Merger is also expected to lower the Combined Bank's funding costs and streamline the Legacy BNC origination process through the availability of enhanced digital banking technologies.

OppFi's management team has extensive experience in digital lending, credit underwriting, consumer finance, technology operations, data analytics and regulatory compliance. Following consummation of the Proposed Transactions, the board of directors of OppFi is expected to remain unchanged, while the board of directors of the Combined Bank (which will be installed before the Bank Merger) is expected to consist of current members of the OppFi board together with the addition of a BNC leadership representative, Michael Vekich, who currently serves as Chair of the Target Bank's board of directors. Todd Schwartz is expected to continue serving as Chief Executive Officer and Executive Chairman of the Combined Company, and will serve as President and Chief Executive Officer and Executive Chairman of the Combined Bank. Dan Collins, the current President and Chief Executive Officer of the Target Bank, together with the existing Target Bank management team, is expected to continue overseeing the Legacy BNC business line as part

[4] 12 U.S.C. § 1828(c)(5).

of the Combined Bank, with the title President of BNCPO. The resulting governance structure is designed to combine OppFi's technology-enabled operating expertise with the Target Bank's established banking leadership and community banking experience.

OppFi and the Target Bank each currently maintain risk management, compliance, internal audit, and financial controls infrastructure designed to support regulated financial services operations. Following consummation of the Proposed Transactions, the Combined Bank is expected to maintain an integrated governance and control framework structured around three lines of defense. Under this framework, the Combined Bank's business and operational units will retain primary responsibility for day-to-day risk ownership and control execution, while independent risk management and compliance functions will provide centralized oversight, monitoring, testing, and policy governance. An internal audit function will independently assess the effectiveness of the Combined Bank's control environment. OppFi contemplates centralized enterprise risk management, compliance, financial crimes, fair lending, model risk management, information security, third-party risk management, and internal audit functions designed to support the Combined Bank's strategic objectives and regulatory obligations. There will also be a centralized legal function. The Combined Bank is also expected to maintain board-level and management committees responsible for audit, balance sheet risk (ALCO), compliance, credit, risk, and fiduciary activities, together with integrated governance, escalation, monitoring, and reporting processes across the Combined Bank's business lines, each as described in the Business Plan.

OppFi's existing technology infrastructure, automated underwriting systems, customer servicing capabilities, data analytics platform, and compliance management systems are expected to enhance the Combined Bank's operational scalability, risk monitoring capabilities, and digital banking infrastructure. The Combined Bank will maintain robust governance, risk management, and compliance systems, adhering to applicable federal banking standards. Accordingly, the financial and managerial resources of the parties, and the future prospects of the Combined Bank, are consistent with safe and sound banking practices.

C. Convenience and Needs of the Communities to Be Served

Under the Bank Merger Act, the OCC must "take into consideration . . . the convenience and needs of the community to be served."[5] OppFi intends for the Combined Bank to continue to operate the Legacy BNC business as the BNCPO business line, and will maintain all existing locations of the Target Bank, as well as all of its products and services. OppFi is focused on ensuring business continuity for Legacy BNC customers. OppFi's business is centered on expanding access to responsible, transparent credit for consumers and small businesses that are underserved by traditional financial institutions, including non-prime borrowers. Through its OppLoans platform, OppFi has developed a technology-enabled, data-driven approach to credit underwriting and servicing that allows it to responsibly serve customers who may not qualify for traditional bank credit products. OppFi has significant experience managing credit risk of nonprime consumers, having operated this platform at scale across multiple economic cycles, facilitated billions of dollars in credit, and served millions of customers nationwide, supported by proprietary underwriting models and a fully digital customer interface. This operating model

[5] 12 U.S.C. § 1828(c)(5).

enables efficient delivery of credit products, rapid credit decisioning, and consistent customer experience, particularly for underserved populations.

Currently, OppFi facilitates these products through a bank partnership model, under which loans are originated by third-party banks and supported by OppFi's technology and servicing platform. The Proposed Transactions will allow OppFi to transition over time to a structure in which these activities are conducted directly through an insured depository institution controlled by OppFi, subject to comprehensive federal supervision and a unified regulatory framework. This transition is expected to enhance the stability, consistency, and scalability of OppFi's credit offerings by providing access to a stable, low-cost deposit funding base, reducing reliance on third-party arrangements, and enabling the Combined Bank to serve customers more effectively across economic cycles.

The Combined Bank intends to build upon the Target Bank's existing CRA performance and community banking operations. In its most recent CRA Performance Evaluation dated October 20, 2025, the Target Bank was treated as an intermediate small bank, and received an overall rating of "Satisfactory" from the OCC, with "Satisfactory" ratings for both the lending test and community development test. The OCC's evaluation noted that the Target Bank demonstrated reasonable geographic distribution of loans, reasonable distribution of loans among businesses and farms of different sizes, reasonable responsiveness to assessment area credit needs, and a reasonable loan-to-deposit ratio. In Arizona, the Target Bank received an "Outstanding" rating on the community development test based on excellent responsiveness to community development needs, including economic development lending and SBA lending activities supporting job creation and small business growth. In North Dakota, the OCC noted that the Target Bank demonstrated reasonable responsiveness to assessment area needs through community development loans, qualified investments, and community development services targeted to local businesses and low- and moderate-income communities.

Following consummation of the Proposed Transactions, the Combined Bank is expected to continue serving the credit and banking needs of its existing assessment areas in Arizona and North Dakota, as well as the new assessment area in Utah that includes the location of its main office. As the Combined Bank is not expected to offer banking services directly through its Utah main office, any products that it offers in that assessment area will be offered digitally, through the OppLoans business line. OppFi expects that, like in its other facility-based assessment areas, the Combined Bank will be evaluated in the Utah assessment area under the lending test and the community development test. The Combined Bank intends to offer the same suite of unsecured consumer and Bitty-originated small business loans through the OppLoans business line in this assessment area. In doing so, the Combined Bank will provide access to responsible consumer products – and expand access to small business financial products – through digital delivery channels in Utah, as it does nationwide. The Combined Bank also expects to continue developing its CRA strategy, community development activities, and financial inclusion initiatives in consultation with community stakeholders and applicable regulators, consistent with safe and sound banking practices, applicable CRA obligations, and consumer protection requirements. As a general matter, it is OppFi's intention that the Combined Bank will engage in the types of community development activities in the Utah assessment area as it has historically engaged in for other facility-based assessment areas.

OppFi recognizes that the Combined Bank may be subject to evaluation of whether it is helping to meet the credit needs of its entire community in its outside retail lending area, based upon (1) whether the Combined Bank opts to be evaluated under the retail lending test, and (2) whether more than 50% of its loans in certain categories, including small business loans, are originated outside of the Combined Bank's facility-based assessment areas.[6] OppFi does not presently intend for the Combined Bank to opt to have its major product lines evaluated in the outside retail lending area. Furthermore, at the time of the Proposed Transactions, OppFi does not believe that the Target Bank will have originated or purchased more than 50% of its home mortgage loans, multifamily loans, small business loans, small farm loans, and automobile loans outside of its facility-based assessment areas during the prior two years. Moreover, even to the extent that the lending activities of OppFi were considered on an aggregate basis with those of the Target Bank during that two-year lookback period, OppFi still does not believe that its volume of origination of the implicated loan types would result in more than 50% of such loans being originated outside of the facility-based assessment areas. This is because OppFi's investment in Bitty, which originates OppFi's small business loans, is a minority investment of 35%. This is an equity investment in an entity that engages in lending activities, and, for purposes of this CRA analysis, not the direct provision of small business loans by OppFi.

As such, for purposes of CRA assessment, Bitty's activities on a nationwide basis should not be attributed to OppFi as if OppFi (and subsequently, the Combined Bank) were directly engaging in said activities. Accordingly, the relative volumes of small business lending activity inside the facility-based assessment areas would continue to exceed that conducted outside of those areas. However, to the extent that the Combined Bank were to acquire a greater proportion of the equity of Bitty, such that it would be treated as an operating subsidiary of the Combined Bank, or the Combined Bank were to move a portion of the OppLoans-related small business lending from Bitty into the Combined Bank, the Combined Bank would appropriately reevaluate.

Beyond the Combined Bank's responsibilities under the CRA, the Proposed Transactions will better position OppFi and the Combined Bank to serve the financial needs of their customers and communities across the United States, including the following:

Efficiencies of Uniform Standards and Stability of Funding Model

As a tech-enabled nonbank specialty finance company, OppFi currently operates under a complex, multi-state regulatory regime and relies on third-party funding sources. Following the Proposed Transactions, the Combined Company (inclusive of the Combined Bank) will benefit from uniform federal supervision, and access to a stable, low-cost deposit funding base. Deposits can represent a durable source of funding, allowing the Combined Bank to continue extending credit during periods of market disruption, thereby supporting credit needs consistently across economic cycles.

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[6] *See* 12 C.F.R. § __.18.

Enhanced Bank Focus on Underserved Consumers

The Proposed Transactions are expected to expand and diversify the Combined Bank's product offerings by adding OppFi's technology-enabled digital lending platform and related financial products alongside the existing Target Bank community banking operations. The Target Bank currently operates a relationship-based community banking model focused on retail deposit-taking, commercial lending, SBA lending, wealth management, fiduciary services, and related banking products and services in Arizona and North Dakota. Following consummation of the Proposed Transactions, the Combined Bank is expected to operate through two distinct business lines: (i) the BNCPO business line, which will continue to provide traditional community banking products and relationship-based banking services within the Target Bank's footprint, and (ii) the OppLoans business line, which will utilize OppFi's technology-enabled platform to offer digital consumer and small business lending products on a broader geographic basis.

During the period covered by the Business Plan, the BNCPO business line is expected to maintain the Target Bank's community banking strategy, products, branch operations, and customer relationships, while over time incorporating certain enhanced digital capabilities. The addition of the OppLoans business line to the Combined Bank, however, will meaningfully expand the portion of its lending activities that are focused on consumers and small businesses (through Bitty) that are underserved by traditional financial institutions. Moreover, the OppLoans business line is expected over time to expand beyond OppFi's current unsecured consumer loan products to include additional technology-enabled consumer and small business financial products, each as further described in the Business Plan. This will further broaden the range of products available to the types of underserved customers that comprise the market for OppLoans products, enhancing financial inclusion.

This combination of relationship-based community banking capabilities and scalable digital origination infrastructure is expected to improve the Combined Bank's ability to serve consumers and small businesses across a broader geographic footprint, including underserved communities and customers that may not be effectively served by traditional financial institutions.

Convenient Access to Banking Products and Services

The Proposed Transactions are expected to expand convenient access to consumer and small business (through Bitty) lending products through OppFi's technology-enabled digital lending infrastructure. OppFi's existing platform supports automated underwriting, rapid credit decisioning, electronic servicing capabilities, and a fully digital application process designed to provide customers with convenient access to credit products. The Combined Bank will continue to utilize these tools in the OppLoans business line, and expects over time to also enhance the community banking customer experience in the BNCPO business line through more advanced digital banking tools. This will enhance convenience for customers by providing access to financial products outside traditional banking hours, reducing geographic barriers to accessing credit, and supporting customers who may face logistical, transportation, scheduling, or other barriers associated with traditional branch-based banking models.

D. Record of Anti-Money Laundering Compliance

Under the Bank Merger Act, the OCC must "take into consideration the effectiveness of the company or companies in combatting money laundering activities, including in overseas branches."[7] OppFi and the Target Bank each maintains robust anti-money laundering ("AML") compliance programs designed to comply with the Bank Secrecy Act and its implementing regulations (collectively, the "BSA").

OppFi conducts its current business through its bank partnership model. Under the BSA, OppFi's originating bank partners are required to maintain AML compliance programs that include a customer identification program, customer due diligence, transaction monitoring, suspicious activity escalation and reporting, law enforcement response procedures and recordkeeping, certain aspects of which OppFi performs on behalf of its bank partners through its servicing and operational platform.

OppFi complies with the BSA and has implemented an AML compliance program designed to prevent its platform from being used to facilitate money laundering, terrorist financing, sanctions evasion, fraud, and other illicit activity. OppFi's compliance framework includes policies, procedures, reporting protocols, and internal controls designed to identify, monitor, manage, and mitigate AML and sanctions-related risks associated with its operations and bank partnership activities. Moreover, OppFi has an AML compliance officer who oversees the AML compliance program, AML compliance personnel and employee training. These controls are intended to ensure compliance with the partner bank AML obligations set forth above.

OppFi and its bank partners are also subject to U.S. sanctions laws and conduct screening to ensure they do not transact with sanctioned persons.

The Target Bank, as an FDIC-insured national bank, is subject to AML compliance obligations and direct federal supervisory oversight by the OCC. The Target Bank maintains an AML compliance program that includes a customer identification program, customer due diligence, transaction monitoring, suspicious activity escalation and reporting, law enforcement response procedures and recordkeeping. The Target Bank also has an AML compliance officer who oversees the AML compliance program, AML compliance personnel and employee training.

As an FDIC-insured national bank, the Combined Bank will also be subject to direct supervision and examination for compliance with the BSA by the OCC. Following consummation of the Proposed Transactions, OppFi will integrate these respective AML programs, leveraging and extending the AML framework of the Combined Bank to cover the full range of products that the Combined Bank will offer.

For information about the existing AML compliance programs of OppFi and the Target Bank, please refer to Confidential Exhibit 16 and Confidential Exhibit 17, respectively. For more information regarding the BSA/AML compliance program of the Combined Bank, please see the Business Plan.

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[7] 12 U.S.C. § 1828(c)(11).

E. Impact on U.S. Banking or Financial Stability

Pursuant to the Bank Merger Act, the OCC must consider the extent to which the proposed merger transaction would pose a "risk to the stability of the United States banking or financial system."[8] The OCC has indicated that it considers the following factors when evaluating this requirement: (1) Whether the proposed transaction would result in a material increase in risks to financial system stability due to an increase in size of the combining institutions; (2) Whether the proposed transaction would result in a reduction in the availability of substitute providers for the services offered by the combining institutions; (3) Whether the combined entity would engage in any business activities or participate in markets in a manner that, in the event of financial distress of the combined entity, would cause significant risks to other institutions; (4) Whether the proposed transaction would materially increase the extent to which the combining institutions contribute to the complexity of the financial system; (5) Whether the proposed transaction would materially increase the extent of cross-border activities of the combining institutions; (6) Whether the proposed transaction would increase the relative degree of difficulty of resolving or winding up the combined institution's business in the event of failure or insolvency; and (7) Any other factors that could indicate that the transaction poses a risk to the U.S. banking or financial system.[9] On each of these factors, the Proposed Transactions will not pose a financial stability risk:

1. ***Size of Resulting Firm.*** The legislative history of the Economic Growth, Regulatory Relief, and Consumer Protection Act indicates that an institution with less than $100 billion in total consolidated assets is not systemically important or risky.[10] Following consummation of the Proposed Transactions, the Combined Bank is expected to have approximately $2 billion in total assets at closing.[11] On a standalone basis as of December 31, 2025, OppFi reported approximately $754 million in total assets and BNCCORP reported approximately $1.1 billion in total assets. On this basis alone, before giving effect to transaction accounting adjustments, the Combined Company would therefore have approximately $1.854 billion in total assets. The investor presentation attached hereto as Public Exhibit D also estimates a pro forma combined financial profile of approximately $2.0 billion at closing. As such, the Combined Company will remain well below thresholds typically associated with systemic risk concerns or the application of enhanced prudential standards. Accordingly, the Proposed Transactions will not materially increase the size, interconnectedness, complexity, or systemic importance of the Combined Company.

2. ***Substitutability of Critical Products and Services of the Resulting Firm.***. None of OppFi's or BNCCORP's products and services (or those of the Combined Company following the Proposed Transactions) should be regarded as "critical products and services." The products and services offered by the Combined Bank, primarily consumer lending, small business lending, and deposit products, are widely available from numerous financial

[8] 12 U.S.C. § 1828(c)(5)(B).
[9] *See* OCC, Comptroller's Licensing Manual, Business Combinations (Jan. 2021).
[10] See 164 Cong. Rec. S1572 (daily ed. Mar. 8, 2018), available at https://www.govinfo.gov/content/pkg/CREC-2018-03-08/pdf/CREC-2018-03-08-senate.pdf (Senate sponsor Mike Crapo citing testimony from Federal Reserve Board Chair Jerome Powell for the notion that banks with under $100 billion in assets do not present systemic risks to the economy).
[11] *See* Form 8-K: Exhibit 99.2, OppFi Inc. (Apr. 28, 2026), https://www.sec.gov/ix?doc=/Archives/edgar/data/0001818502/000181850226000030/opfi-20260428.htm

institutions. Accordingly, the Proposed Transactions will not reduce the availability of substitute providers for any critical financial services.

3. ***Interconnectedness of the Resulting Firm.*** Following the Proposed Transactions, OppFi (and the Combined Bank) will not be so interconnected within the banking or financial system that financial distress of the Combined Company would cause risks to other institutions. The Combined Bank's interbank exposures are expected to remain limited and primarily consist of ordinary-course banking relationships and customary liquidity management arrangements, including access to backup borrowing from the applicable Federal Home Loan Bank and Federal Reserve, unsecured federal funds lines of credit, and other traditional correspondent banking relationships. The Target Bank maintains unsecured federal funds lines of credit with Bank of North Dakota, Zions First National Bank, and U.S. Bank. These facilities are customary liquidity management arrangements commonly maintained by banks to support short-term funding flexibility and federal funds transactions. The Target Bank also maintains a separate credit facility with Bank of North Dakota, a state-owned financial institution that routinely provides liquidity and correspondent banking support to banks operating in North Dakota. In addition, BNCCORP has $15 million in TruPS Capital Securities outstanding, where such securities may be held by depository institution holding companies, depository institutions, or other institutional investors. While such preferred securities represent an exposure to BNCCORP of third parties (and, following the Proposed Transactions, to the Combined Company), trust preferred securities are a legacy community bank capital instrument, and ownership of the TruPS Capital Securities in such amounts should not create material interconnectedness-related risk. The Combined Company does not intend to engage in complex interbank activities and will not provide systemically important financial market functions. The Combined Bank's activities are expected to remain focused primarily on community banking, consumer lending, small business lending, and related banking services, which will be conducted through traditional banking and digital delivery channels.

4. ***Complexity of the Resulting Firm.*** Following the Proposed Transactions, the Combined Company (including, for the avoidance of doubt, the Combined Bank) will not have a corporate structure, a funding model, branch network, or relationships with other depository institutions or counterparties that will materially contribute to the complexity of the financial system. The Combined Company will maintain a straightforward corporate structure and community banking business model, focused on lending and deposit-taking, all through the Combined Bank. Moreover, the Combined Company will not engage in a material volume of complex financial activities, such as derivatives trading or clearing functions. Following the Proposed Transactions, substantially all operations are expected to be conducted within a single insured depository institution, the Combined Bank, further reducing structural complexity.

5. ***Cross-Border Activities of the Resulting Firm.*** The Combined Company (including, for the avoidance of doubt, the Combined Bank) does not intend to engage in cross-border activities, and is expected to operate primarily within the United States.

6. ***Resolvability of the Resulting Firm.*** The Target Bank is currently an insured depository institution that would be resolved pursuant to the Federal Deposit Insurance Act ("**FDI Act**") in the event of failure or insolvency. The Combined Bank would continue to be subject to resolution under the FDI Act in the event of failure or insolvency. The Combined Bank is expected to operate a relatively straightforward business model, will not engage in complex business activities that would present an impediment to an orderly resolution, and should not present undue risk to the Deposit Insurance Fund. Further, substantially all operations will be conducted within the insured depository institution, which supports resolvability. As a bank holding company that has limited subsidiaries other than the Combined Bank, OppFi could be resolved effectively under the U.S. Bankruptcy Code.

7. ***Other Factors.*** The Proposed Transactions do not pose a risk to the U.S. banking or financial system.

VII. Requested Approval Timeline

The parties desire to close the Proposed Transactions as expeditiously as practicable, and ideally no later than Q4 2026. As such, OppFi requests OCC approval of this Application (inclusive of any accompanying applications) as soon as practicable.

VIII. Public Notice

Notice will be published in the following newspapers in accordance with 12 U.S.C. § 1828(c)(3)(D) and 12 C.F.R. § 5.8(a):

1. The Arizona Republic
   Phoenix, Arizona
   (Location of the Target Bank and existing main office)

2. The Salt Lake Tribune
   Salt Lake City, Utah
   (Location of the proposed main office of the Combined Bank)

3. The Chicago Tribune
   Chicago, Illinois
   (Location of OppFi, the proposed bank holding company, and owner of OpCo)

The form of notices is included as <u>Public Exhibit E</u>. Affidavits of publication will be submitted following publication and receipt from the applicable newspapers.

INTERAGENCY BANK MERGER APPLICATION

1. Describe the transaction's purpose, structure, significant terms, conditions, and termination dates of related contracts or agreements; and financing arrangements, including any plan to raise additional equity or incur debt.

Purpose

As described in further detail in Section I of the Overview, the Proposed Transactions will allow OppFi to further expand its ability to deliver responsible, technology-enabled financial products to underserved consumers and small businesses by combining its digital lending platform with the resources of the Target Bank. As described in more detail in the Business Plan, following the Proposed Transactions, the Combined Bank will continue its existing community banking operations, including deposit-taking, commercial lending, consumer lending, SBA lending, and wealth management services. Further, OppFi will migrate its existing consumer lending platform (OppLoans) and related servicing operations into the Combined Bank, such that the Combined Bank will originate, underwrite, and service these consumer lending products. Over time, the OppLoans business line is expected to expand beyond OppFi's current unsecured consumer loan products to include additional digitally-enabled consumer and small business financial products and services, as further described in the Business Plan. The Target Bank's current business is expected to continue operating as a relationship-based community banking business line under the BNCPO business line of the Combined Bank. The Combined Bank expects that its expanded digital delivery capabilities will improve access to responsible financial products for consumers and small businesses.

Structure

The Bank Merger and the Non-Bank Merger are part of the broader series of Proposed Transactions involving OppFi, BNCCORP, OppFi Interim Bank, and the Target Bank. As described in Part I of the Overview, the Proposed Transactions will be effected through a series of transaction steps described therein. The Merger Agreement for the Proposed Transactions is attached as Public Exhibit A to the Application.[12] The Merger Agreement includes customary terms for a transaction of this type. Either party generally may terminate the Merger Agreement if the Mergers have not been consummated by the first anniversary of the Effective Time, subject to limited extension rights in certain regulatory circumstances.

The Form of Voting and Restriction Agreement[13] is attached as Public Exhibit F and requires certain BNCCORP stockholders, who collectively control approximately 20% of BNCCORP common stock, to vote in favor of the transaction, and include post-closing lock-up restrictions on the OppFi Class A common stock received by such stockholders in the Merger.

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[12] The Merger Agreement was filed as Exhibit 2.1 to OppFi's Form 8-K filed April 29, 2026. The Investor Presentation was filed as Exhibit 99.2 to OppFi's Form 8-K filed April 29, 2026 and is attached as Public Exhibit D. The Proposed Transactions' press release was filed as Exhibit 99.1 to OppFi's Form 8-K filed April 29, 2026 is attached as Public Exhibit G.

[13] The Form of Voting and Restriction Agreement was filed as Exhibit 10.1 to OppFi's Form 8-K filed April 29, 2026.

Certain other relevant documentation to the Proposed Transactions is included in confidential exhibits to this application, including the Bank Merger Agreement, attached as Confidential Exhibit 6, and the Non-Bank Merger Agreement, attached as Confidential Exhibit 11. Copies of board resolutions related to the Merger Agreement are included as Confidential Exhibits 4 and 5. Copies of board resolutions related to the Bank Merger and Non-Bank Merger are included as Confidential Exhibits 9, 10, 12, and 13.

Funding

The source of funds for the cash portion of the Merger Consideration and any cash paid in lieu of fractional shares will be OppFi's available cash and other immediately available funds. The issuance of the aggregate Stock Consideration to BNCCORP does not require any funds.

For additional information regarding the funding, please see Confidential Exhibit OCC-1.

Following the Proposed Transactions, the TruPS Capital Stock and TruPS Common Stock will remain outstanding, subject to the TruPS Reorganization.

Significant Terms and Conditions

OppFi, BNCCORP, and the Target Bank have made customary representations, warranties, and covenants in the Merger Agreement for a transaction of this type.

Closing

The parties desire to close the Proposed Transactions as expeditiously as practicable, and ideally no later than Q4 2026.

2. **Indicate any other filings related to this transaction with other state and federal regulators.**

Filings Relating to the Bank Merger and Non-Bank Merger and Business Plan Execution

- OppFi Interim Bank is filing this Interagency Bank Merger Act application with the OCC to obtain approval of the Bank Merger pursuant to the Bank Merger Act, 12 U.S.C. § 1828(c) and the National Bank Act, 12 U.S.C. § 215a-1. The Resulting Bank is filing a Merger of a National Bank With a Nonbank Affiliate Resulting in a National Bank Application (incorporated with the aforementioned Interagency Bank Merger Act application) for the Non-Bank Merger pursuant to the National Bank Act, 12 U.S.C. § 215a-3 and 12 C.F.R. § 5.33(g)(4) (collectively, the "**OCC BMA Application**").

- The Resulting Bank is filing an Interagency Bank Merger Act application with the FDIC to obtain approval of the Non-Bank Merger pursuant to the Bank Merger Act, 12 U.S.C. § 1828(c).

- Simultaneously with the filing of the OCC BMA Application, OppFi is filing an Interim National Bank Application to form OppFi Interim Bank pursuant to 12 C.F.R. § 5.33(e)(4) with the OCC.

- OppFi is filing a request for exemptive relief from the requirements of Section 23A of the Federal Reserve Act with the OCC, subject to joint approval from the Federal Reserve and non-objection by the FDIC. It expects to file this request no later than July 31, 2026.

- OppFi is filing National Bank Director Residency Waivers pursuant to 12 C.F.R. § 5.43 based on the composition of OppFi Interim Bank's board of directors. An additional waiver request, to the extent necessary, will be filed in connection with the candidates for the board of directors of the Combined Bank.

Filings Relating to the Merger

- OppFi is filing an Application for prior Federal Reserve approval to become a bank holding company by virtue of the acquisition of BNCCORP and the Target Bank pursuant to Section 3(a)(1) of the BHCA, 12 U.S.C. § 1842(a)(1).

- OppFi is filing an election to become a financial holding company, pursuant to Section 4(l) of the BHCA, 12 U.S.C. § 1843(l).

- Additionally, OppFi will file certain documents, forms, and reports with the U.S. Securities and Exchange Commission to comply with the federal securities laws that apply to the Mergers.

3. **Discuss whether and how the resultant institution's business strategy and operations will remain the same or change from that of the applicant. Identify new business lines. Provide a copy of the business plan, if available. Discuss the plan for integrating any new businesses into the resultant institution.**

OppFi Interim Bank is a national bank formed for the purpose of facilitating the Proposed Transactions and the relocation of the main office of the Resulting Bank to Salt Lake City, Utah. OppFi Interim Bank is a newly formed interim institution that does not engage in business activities. The Resulting Bank's products and services (the Legacy BNC/BNCPO line of business) will all continue following the Bank Merger. After the Bank Merger, OpCo will merge with and into the Resulting Bank, and its business and operations will be integrated into the Resulting Bank, forming the Combined Bank. These products and services, in the OppLoans line of business, will supplement those provided in the BNCPO line of business.

The proposed business plan for the Combined Bank (resulting from the Bank Merger and the Non-Bank Merger) is provided in Confidential Exhibit 2. A summary of the integration plan is provided in Confidential Exhibit 18.

4. **Provide a copy of (a) the executed merger or transaction agreement, including any amendments, (b) any board of directors' resolutions related to the transaction, and (c) interim charter, names of organizers, and any other related documents.**

(a) The Merger Agreement for the Proposed Transactions is attached as Public Exhibit A and Confidential Exhibit 3 to the Application. The Merger Agreement includes customary terms for a transaction of this type. Either party generally may terminate the Merger Agreement if the

Mergers have not been consummated by the first anniversary of the Effective Time, subject to limited extension rights in certain regulatory circumstances. Certain other relevant documentation to the Proposed Transactions is included as confidential exhibits to this application, including the Bank Merger Agreement, attached as Confidential Exhibit 6, and the Non-Bank Merger Agreement, attached as Confidential Exhibit 11. A visual representation of the steps comprising the Proposed Transactions, along with a pro forma organization chart, is attached as Confidential Exhibit 1.

(b) Attached hereto as Confidential Exhibit 4 and 5 are board resolutions related to the Merger. Attached hereto as Confidential Exhibits 9, and 10 are board resolutions related to the Bank Merger. Attached hereto as Confidential Exhibits 12, and 13 are board resolutions related to the Non-Bank Merger.

(c) The Interim National Bank Application is included in this Public Volume. Attached hereto as Confidential Exhibits OCC-2 and OCC-3 are the streamlined organization certificate, articles of association, oaths of directors, and stock payment certificate for OppFi Interim Bank. Attached hereto as Confidential Exhibit OCC-4 is the residency waiver request for the directors of OppFi Interim Bank.

5. **Describe any issues regarding the permissibility of the proposal with regard to applicable state or federal laws or regulations (for example, nonbank activities, branching, or qualified thrift lender test).**

Except as described below, OppFi is not aware of any issues regarding the permissibility of either the Bank Merger or the Non-Bank Merger under applicable state or federal laws or regulations. As a national bank, the Combined Bank will be permitted to engage in all of the activities in which the Target Bank currently engages, as well as those OppFi activities that are intended to be performed by the Combined Bank..

The Non-Bank Merger is a covered transaction under Section 23A of the Federal Reserve Act and FRB's Regulation W, as applied to the Resulting Bank by Part 31 of the OCC's regulations. As the Non-Bank Merger will exceed 10 percent of the Resulting Bank's capital stock and surplus and not otherwise be permitted by any codified exemptions under Regulation W, the Resulting Bank expects to submit a request for exemptive relief from the quantitative limits and low-quality asset prohibition of Section 23A no later than July 31, 2026.

6. **Describe any nonconforming or impermissible assets or activities that applicant or resultant institution may not be permitted to retain under relevant law or regulation, including the method of and anticipated time period for divestiture or disposal.**

The Combined Bank will not acquire any nonconforming or impermissible assets or activities as a result of the Bank Merger or the Non-Bank Merger.

7. **Provide the following financial information.**

   a. **Pro forma balance sheet, as of the end of the most recent quarter. Indicate separately for the applicant and target institution each principal group of**

assets, liabilities, and capital accounts; debit and credit adjustments (explained by footnotes) reflecting the proposed acquisition; and the resulting pro forma combined balance sheet.

Attached hereto as Public Exhibit C is the Call Report for the Target Bank as of the period ended March 31, 2026. Please see Confidential Exhibit 19 for additional financial information for the Combined Company, and Confidential Exhibit 20 for the required information relating to the Combined Bank.

b. Projected balance sheets and corresponding income statements as of the end of the first three years of operation following consummation. Describe the assumptions used to prepare the projected statements.

Please see Confidential Exhibit 20 for required information relating to the Combined Bank.

c. Provide a discussion on the valuation of the target entity and any anticipated goodwill and other intangible assets.

Please see Confidential Exhibit 21.

d. Pro forma and Projected Regulatory Capital Schedule, as of the end of the most recent quarter and each of the first three years of operation, indicating:

- **Each component item for common equity tier 1 capital, additional tier 1 capital and tier 2 capital pursuant to the currently applicable capital requirements.**
- **Total risk-weighted assets.**
- **Common equity tier 1 capital, tier 1 capital, total capital, and leverage ratios pursuant to the capital regulations. If applicable, also provide the applicant's existing and pro forma supplementary leverage ratio pursuant to the current capital adequacy regulations.**

Please see Confidential Exhibit 20 for the required information relating to the Combined Bank.

8. List the directors and senior executive officers of the resultant institution and provide the name, address, position with and shares held in the resultant institution or holding company, and principal occupation (if a director). Indicate any changes to the applicant's current directors and senior executive officers that would occur at the resultant institution. Applicants should consult with the responsible regulatory agency regarding whether any biographical or financial information should be submitted with respect to any new principal shareholders, directors, and senior executive officers.

Information for the directors and officers of the Combined Bank may be found in Confidential Exhibit 22. Please see Confidential Exhibits 23, 24, 25, 26, 27, and 28 for more information about other principals of OppFi, the Combined Bank, and certain associated financial information.

9. Describe any litigation or investigation by local, state, or federal authorities involving the applicant or any of its subsidiaries or the target or any of its subsidiaries that is currently pending or was resolved within the last two years.

With respect to OppFi and its subsidiaries, in February 2022, the California Department of Financial Protection and Innovation ("**DFPI**") informed OpCo that the DFPI Commissioner had taken the position that OppFi was the "true lender" for certain loans originated by OppFi's federally insured state-chartered bank partners that are applied for and serviced through OppFi's technology and service platform. OppFi also purchases certain receivables with respect to such loans. The DFPI also took the position that OppFi would be subject to the California Financing Law, as amended by the Fair Access to Credit Act, or AB 539. On March 7, 2022, OppFi filed an action in the Superior Court of the State of California, County of Los Angeles, seeking declaratory and injunctive relief that the California Financing Law interest rate caps do not apply to such loans. On April 8, 2022, the DFPI filed a cross-complaint seeking to enforce the California Financing Law against OppFi and, among other things, void loans originated through the program in California and seek financial penalties. On October 17, 2022, OppFi filed a cross-complaint against the DFPI seeking declaratory relief on the basis that the DFPI had issued an underground regulation concerning the "true lender" analysis without complying with California's Administrative Procedure Act. On January 30, 2023, the DFPI filed a motion for preliminary injunction seeking to prohibit OppFi from providing services to FinWise Bank in connection with certain California loans exceeding California interest rate caps, which motion was denied on October 30, 2023. The parties thereafter engaged in discovery, including proceedings relating to discovery motions. On September 29, 2025, OppFi filed a motion for summary judgment. On February 24, 2026, the court issued a tentative statement of decision granting OppFi's motion for summary judgment and dismissing the DFPI's cross-claims. The court concluded that the DFPI failed to raise a triable issue of material fact that OppFi was the "true lender" or that FinWise Bank was a sham or "dummy" lender, and further found no evidence that the loans at issue were usurious at inception. The Tentative Statement of Decision directed OppFi to submit a proposed final statement of decision and proposed judgment. OppFi submitted its proposed final statement of decision on March 26, 2026, and on April 10, 2026, the DFPI filed objections thereto. On May 19, 2026, the court finalized its statement of decision in favor of OppFi. The DFPI has approximately sixty (60) days from the issuance of the finalized statement of decision to appeal.

Additional information for OppFi and its subsidiaries regarding litigation or investigation by local, state, or federal authorities may be found in Confidential Exhibit 29. OppFi is not aware of any such litigation or investigation by local, state, or federal authorities with respect to BNCCORP or any of its subsidiaries.

10. Describe how the proposal will assist in meeting the convenience and needs of the community to be served, including, but not limited to, the following:

The Proposed Transactions will enhance the ability of the Combined Bank to meet the convenience and needs of the communities to be served. The Combined Bank will leverage the Target Bank's established community banking platform and OppFi's technology-enabled lending capabilities to expand access to credit, improve service delivery, and introduce additional products and services for consumers and small businesses. As described in Section VI.C of the Overview and further below, the Proposed Transactions are expected to (i) build upon existing community outreach and needs assessment efforts, (ii) expand and enhance the products and services offered, (iii) avoid any material reduction in existing products and services, and (iv) provide meaningful improvements in access, efficiency, and customer experience across the combined organization.

a. Summarize efforts undertaken or contemplated by the applicant to ascertain and address the needs of the community(ies) to be served, including community outreach activities, as a result of the proposal.

OppFi's business model is designed to address the needs of consumers who lack access to traditional credit products. OppFi focuses on expanding access to credit for underserved consumers, including the approximately 48 million Americans who face credit insecurity and are often unable to obtain credit from traditional financial institutions. It is able to do so, in part, because OppFi does not rely on rigid FICO-based underwriting that excludes many credit-worthy borrowers. OppFi uses proprietary technology-enabled risk models, which evaluate over 500 data attributes per application, such as bank transaction trends and income consistency, to holistically assess an applicant's true ability and willingness to repay. In connection with the Proposed Transactions, OppFi has developed a comprehensive business plan for the Combined Bank, which contemplates (i) serving underserved consumers and small businesses (through Bitty) nationwide, (ii) expanding consumer and small business banking and lending products and services, and (iii) leveraging the complementary capabilities of the Target Bank's existing community banking model and OppFi's digital platform to enhance product offerings and customer access.

In addition, the Target Bank has an established CRA program and has demonstrated responsiveness to community credit needs through lending, investment, and service activities in its assessment areas. Following consummation, the combined organization will continue these efforts and enhance them through (i) expanded data-driven analysis of borrower needs, (ii) ongoing monitoring of customer outcomes and product usage, (iii) continued engagement with community stakeholders in Target Bank's existing footprint and the Combined Bank's new Utah assessment area, and (iv) potential expanded community development lending, investment and services.

b. For the combining institutions, list any significant anticipated changes in services or products that will result from the consummation of the transaction.

Following consummation of the transaction, the Combined Bank will operate two complementary business lines: (1) the Legacy BNC business line (BNC Powered by OppFi, or BNCPO) and (2) OppLoans.

The BNCPO business line will continue to provide community banking services within the Target Bank's existing footprint. It will continue to offer the Target Bank's existing suite of products and services (commercial lending, consumer lending, deposits, and wealth management).

The OppLoans business line will provide a national digital platform that will expand the Target Bank's offerings to include digitally originated consumer and small business (through

Bitty) credit products on a nationwide basis. OppLoan products will include unsecured installment loans, and over time may be expanded as described in the Business Plan.

The Proposed Transactions will therefore expand, rather than reduce, the range of products and services available to customers. For additional information regarding the proposed changes to the Target Bank's products and services, please see the Combined Bank's business plan.

c. To the extent that any products or services would be offered in replacement of any products or services to be discontinued, indicate what these are and how they would assist in meeting the convenience and needs of the communities affected by the transaction.

Not applicable, the Proposed Transactions are not expected to result in the discontinuation of any material products or services currently offered by Target Bank.

d. Discuss any enhancements in products or services expected to result from the transaction.

The Proposed Transactions will result in meaningful enhancements to the availability, accessibility, and quality of products and services offered by the Combined Bank. By providing both the Target Bank's established community banking platform under the BNCPO business line and OppFi's technology-enabled lending capabilities under the OppLoans platform, the Combined Bank will expand access to credit for underserved consumers and small businesses (through Bitty), including those who may not qualify under traditional underwriting models, through the use of data-driven decisioning processes. The improved digital infrastructure of the Combined Bank will provide customers with enhanced access to financial services, both within the Target Bank's existing footprint and nationwide. In addition, the Combined Bank will offer an expanded suite of products over time, including consumer and small business lending products, open-end credit, and deposit products delivered through both digital and traditional channels.

The Proposed Transactions also will strengthen the Combined Bank's financial and operational capacity. The strengthened capital position and enhanced technological infrastructure of the Combined Bank should enable it to better meet customer needs across economic cycles. Collectively, these enhancements are expected to improve access to credit, increase financial inclusion, and provide a more efficient and responsive banking experience for the communities served.

11. Describe how the applicant and resultant institution will assist in meeting the existing or anticipated needs of its community(ies) under the applicable criteria of the Community Reinvestment Act (CRA) and its implementing regulations, including the needs of low- and moderate-income geographies and individuals. This discussion should include, but not necessarily be limited to, a description of the following:

a. The significant current and anticipated programs, products, and activities, including lending, investments, and services, as appropriate, of the applicant and the resultant institution.

OppFi is not currently an insured depository institution and, therefore, has not historically been subject to CRA or its implementing regulations. Nevertheless, OppFi's business model has historically focused on expanding access to credit and financial services for underserved consumers who may lack access to traditional banking products, including people that are low or moderate income borrowers or who reside in low or moderate income census tracts. As described in OppFi's public filings, OppFi emphasizes transparent lending practices, reporting of payment history to major credit bureaus, flexible repayment accommodations, and financial inclusion initiatives designed to support consumers' long-term financial health.[14] These initiatives include (i) the OppFi TurnUp Program, through which eligible applicants may be matched with lower-cost credit alternatives offered by third-party lenders; (ii) OppU, OppFi's free online financial education platform focused on topics such as budgeting, credit-building, and financial literacy; and (iii) partnerships with social impact-focused organizations such as Zogo, SpringFour, and Experian Boost that provide consumers with access to financial education tools and resources. OppFi also maintains customer assistance and hardship programs designed to support borrowers experiencing financial difficulties, including payment flexibility and temporary hardship accommodations. OppFi expects to continue the Target Bank's existing community development programs.

The Target Bank is an insured depository institution subject to the CRA and has an established record of meeting the credit needs of its communities through lending, investment, and service activities. The Target Bank has received a "Satisfactory" CRA rating as of the dates of its most recent CRA performance evaluation, reflecting reasonable geographic and borrower distribution of loans and responsiveness to community development needs.[15]

b. The anticipated CRA assessment areas of the resultant institution. If the resultant institution's CRA assessment area would not include any portion of the current assessment area of the target or the applicant, describe the excluded areas.

The Target Bank operates in three assessment areas: (1) rural areas of North Dakota, which are combined into one assessment area, (2) the Bismarck, North Dakota metropolitan statistical area, and (3) the Phoenix, Arizona metropolitan statistical area. Following the Proposed Transactions, the Combined Bank will operate in the three assessment areas of the Target Bank, as well as a new Utah assessment area that includes the location of its main office.

c. The plans for administering the CRA program for the resultant institution following the transaction.

Following consummation of the Proposed Transactions, the Combined Bank will operate within a comprehensive CRA framework that builds upon the Target Bank's existing program and incorporates enhancements reflecting the combined organization's expanded capabilities. In connection with the consummation of the Proposed Transactions, the Applicant will assess what changes are necessary to the Target Bank's existing CRA program to include the new assessment

[14] *See* OppFi Inc. 2025 Social Impact Report, *available at* https://www.oppfi.com/wp-content/uploads/OppFi-2025-Social-Impact-Report.pdf.

[15] *See* Community Reinvestment Act Performance Evaluation, BNC National Bank (October 20, 2025).

area, and as appropriate for the size, business model, and geographic footprint of the Combined Bank, including its digital delivery channels and nationwide lending activities.

d. For an applicant or target institution that has received a CRA composite rating of "needs to improve" or "substantial noncompliance" institution-wide or, where applicable, in a state or a multistate Metropolitan Statistical Area (MSA), or has received an evaluation of less than satisfactory performance in an MSA or in the non-MSA portion of a state in which the applicant is expanding as a result of the transaction, describe the specific actions, if any, that have been taken to address the deficiencies in the institution's CRA performance record since the rating.

The Target Bank received a "Satisfactory" CRA composite rating in its 2025 CRA performance evaluation. The Target Bank's CRA performance reflects a record of meeting the credit needs of its communities, including reasonable lending activity within its assessment areas and responsiveness to credit needs through community development lending, investments, and service activities. The Combined Bank intends to continue to rely upon the existing CRA program and CRA team of the Target Bank, and will assess what changes and additional resources are necessary for the CRA program based upon the operations and footprint of the Combined Bank, including the new assessment area.

12. The Dodd-Frank Wall Street Reform and Consumer Protection Act requires regulators to consider the risk to the stability of the United States banking and financial systems when reviewing a merger transaction between financial institutions. Discuss any effect(s) that the proposed transaction may have on the stability of the United States banking and financial systems.

Pursuant to the Bank Merger Act, the OCC must consider the extent to which the proposed merger transaction would pose a "risk to the stability of the United States banking or financial system."[16] The OCC has indicated that it considers the following factors when evaluating this requirement: (1) Whether the proposed transaction would result in a material increase in risks to financial system stability due to an increase in size of the combining institutions; (2) Whether the proposed transaction would result in a reduction in the availability of substitute providers for the services offered by the combining institutions; (3) Whether the combined entity would engage in any business activities or participate in markets in a manner that, in the event of financial distress of the combined entity, would cause significant risks to other institutions; (4) Whether the proposed transaction would materially increase the extent to which the combining institutions contribute to the complexity of the financial system; (5) Whether the proposed transaction would materially increase the extent of cross-border activities of the combining institutions; (6) Whether the proposed transaction would increase the relative degree of difficulty of resolving or winding up the combined institution's business in the event of failure or insolvency; and (7) Any other factors that could indicate that the transaction poses a risk to the U.S. banking or financial system.[17] On each of these factors, the Proposed Transactions will not pose a financial stability risk:

[16] 12 U.S.C. § 1828(c)(5)(B).
[17] *See* OCC, Comptroller's Licensing Manual, Business Combinations (Jan. 2021).

1. ***Size of Resulting Firm.*** The legislative history of the Economic Growth, Regulatory Relief, and Consumer Protection Act indicates that an institution with less than $100 billion in total consolidated assets is not systemically important or risky.[18] Following consummation of the Proposed Transactions, the Combined Bank is expected to have approximately $2 billion in total assets at closing.[19] On a standalone basis as of December 31, 2025, OppFi reported approximately $754 million in total assets and BNCCORP reported approximately $1.1 billion in total assets. On this basis alone, before giving effect to transaction accounting adjustments, the Combined Company would therefore have approximately $1.854 billion in total assets. The investor presentation attached hereto as Public Exhibit C also estimates a pro forma combined financial profile of approximately $2.0 billion at closing. As such, the Combined Company will remain well below thresholds typically associated with systemic risk concerns or the application of enhanced prudential standards. Accordingly, the Proposed Transactions will not materially increase the size, interconnectedness, complexity, or systemic importance of the Combined Company.

2. ***Substitutability of Critical Products and Services of the Resulting Firm.*** None of OppFi's or BNCCORP's products and services (or those of the Combined Company following the Proposed Transactions) should be regarded as "critical products and services." The products and services offered by the Combined Bank, primarily consumer lending, small business lending, and deposit products, are widely available from numerous financial institutions. Accordingly, the Proposed Transactions will not reduce the availability of substitute providers for any critical financial services.

3. ***Interconnectedness of the Resulting Firm.*** Following the Proposed Transactions, OppFi (and the Combined Bank) will not be so interconnected within the banking or financial system that financial distress of the Combined Company would cause risks to other institutions. The Combined Bank's interbank exposures are expected to remain limited and primarily consist of ordinary-course banking relationships and customary liquidity management arrangements, including access to backup borrowing from the applicable Federal Home Loan Bank and Federal Reserve Bank, unsecured federal funds lines of credit, and other traditional correspondent banking relationships. The Target Bank maintains unsecured federal funds lines of credit with Bank of North Dakota, Zions First National Bank, and U.S. Bank. These facilities are customary liquidity management arrangements commonly maintained by banks to support short-term funding flexibility and federal funds transactions. The Target Bank also maintains a separate credit facility with Bank of North Dakota, a state-owned financial institution that routinely provides liquidity and correspondent banking support to banks operating in North Dakota. In addition, BNCCORP has $15 million in TruPS Capital Securities outstanding, where such securities may be held by depository institution holding companies, depository institutions, or other institutional investors. While such preferred securities represent an exposure to BNCCORP of third parties (and, following the Proposed Transactions, to the Combined Company),

[18] See 164 Cong. Rec. S1572 (daily ed. Mar. 8, 2018), available at https://www.govinfo.gov/content/pkg/CREC-2018-03-08/pdf/CREC-2018-03-08-senate.pdf (Senate sponsor Mike Crapo citing testimony from Federal Reserve Board Chair Jerome Powell for the notion that banks with under $100 billion in assets do not present systemic risks to the economy).
[19] *See* Form 8-K: Exhibit 99.2, OppFi Inc. (Apr. 28, 2026), https://www.sec.gov/ix?doc=/Archives/edgar/data/0001818502/000181850226000030/opfi-20260428.htm

trust preferred securities are a legacy community bank capital instrument, and ownership of the TruPS Capital Securities in such amounts should not create material interconnectedness-related risk. The Combined Company does not intend to engage in complex interbank activities and will not provide systemically important financial market functions. The Combined Bank's activities are expected to remain focused primarily on community banking, consumer lending, small business lending, and related banking services, which will be conducted through traditional banking and digital delivery channels.

4. ***Complexity of the Resulting Firm.*** Following the Proposed Transactions, the Combined Company (including, for the avoidance of doubt, the Combined Bank) will not have a corporate structure, a funding model, branch network, or relationships with other depository institutions or counterparties that will materially contribute to the complexity of the financial system. The Combined Company will maintain a straightforward corporate structure and community banking business model, focused on lending and deposit-taking, all through the Combined Bank. Moreover, the Combined Company will not engage in a material volume of complex financial activities, such as derivatives trading or clearing functions. Following the Proposed Transactions, substantially all operations are expected to be conducted within a single insured depository institution, the Combined Bank, further reducing structural complexity.

5. ***Cross-Border Activities of the Resulting Firm.*** The Combined Company (including, for the avoidance of doubt, the Combined Bank) does not intend to engage in cross-border activities, and is expected to operate primarily within the United States.

6. ***Resolvability of the Resulting Firm.*** The Target Bank is currently an insured depository institution that would be resolved pursuant to the Federal Deposit Insurance Act ("**FDI Act**") in the event of failure or insolvency. The Combined Bank would continue to be subject to resolution under the FDI Act in the event of failure or insolvency. The Combined Bank is expected to operate a relatively straightforward business model, will not engage in complex business activities that would present an impediment to an orderly resolution, and should not present undue risk to the Deposit Insurance Fund. Further, substantially all operations will be conducted within the insured depository institution, which supports resolvability. As a bank holding company that has limited subsidiaries other than the Combined Bank, OppFi could be resolved effectively under the U.S. Bankruptcy Code.

7. ***Other Factors.*** The Proposed Transactions do not pose a risk to the U.S. banking or financial system.

13. The Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994 (12 U.S.C. § 1831u) (R-N) imposes additional considerations for certain interstate mergers between insured banks. Savings associations are not subject to R-N. If subject to these provisions, please provide the following information:

a. Identify any host states involved with this transaction that require the target to be in operation for a minimum number of years and discuss compliance with the R-N age requirement (12 U.S.C. § 1831u(a)(5)).

The Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994 ("**R-N**"), 12 U.S.C. § 1831u, authorizes the OCC to approve mergers between insured banks with different home states, subject to certain requirements. For purposes of R-N analysis, the home state of a national bank is the state in which the bank maintains its main office. A "host state" is defined as, with respect to a bank, a state, other than the home state of the bank, in which the bank maintains, or seeks to establish and maintain, a branch.[20]

The home state of OppFi Interim Bank will be Utah, the state where its main office will be located. The home state of the Target Bank is Arizona, as its main office is located in Glendale, Arizona. The Target Bank also maintains a branch network in North Dakota, and as such, North Dakota would be considered a host state. Following the Bank Merger, the Resulting Bank intends to maintain its main office in Utah, and to operate the Target Bank's main office in Arizona as a branch. Accordingly, the home state of the Combined Bank will be Utah, and both North Dakota and Arizona would be host states. The maximum age requirement that a state is permitted to impose is five years.[21] Banks chartered solely for acquisition purposes are deemed to have existed for the same period of time as the institution to be acquired.[22] OppFi Interim Bank was chartered solely for the purpose of acquiring Target Bank, while Target Bank has operated continuously since 2001, including from its present main office location since 2010. Accordingly, both will be deemed to have been in existence for more than five years prior to the Bank Merger, and will satisfy the R-N age requirement.

b. Indicate that (1) the applicant has complied or will comply with the applicable filing requirements of any host state(s) that will result from the transaction and (2) the applicant has sent a copy of the merger application to the state bank supervisor of the resultant host state(s).

The Combined Bank intends to retain and continue operating the Target Bank's existing branch network located in Arizona and North Dakota. Accordingly, Arizona and North Dakota will constitute host states for purposes of R-N analysis. Under Arizona law, the approval of the deputy director of the Department of Insurance and Financial Institutions is required for an out-of-state financial institution (which includes a national bank with its home office outside of Arizona) to acquire an in-state financial institution (which includes a national bank with its home office in Arizona), unless "otherwise expressly allowed by federal law." *See* Ariz. Rev. Stat. Ann. §§ 6-321(6), 6-322(A). A merger between two national banks is expressly allowed by federal law. *See* 12 U.S.C. § 215a-1. Given this, as a transaction involving an "out-of-state financial institution that is not required to obtain the approval of the deputy director," the out-of-state financial institution must "give written notice of the acquisition to the deputy director ten days before the effective date

[20] 12 U.S.C. § 1831u(g)(5).

[21] 12 U.S.C. § 1831u(a)(5)(B). *See also* Utah Code Ann. § 7-1-703(7)(a)(i) (requiring that a Utah depository institution or a branch thereof have been in existence for at least five years before it may be acquired by an out-o-state depository institution or holding company), Ariz. Rev. Stat. Ann. §§ 6-322(E), 324 (providing that an out of state financial institution may not acquire a branch of an in-state financial institution, or an in-state financial institution for operation as a branch, unless the relevant in-state entity has been in continuous operation for five or more years), N.D. Cent. Code Ann. §§ 6-08.4-02, 04 (permitting, respectively, the approval by a federal regulatory authority of the establishment of a branch of an out of state bank in North Dakota, and the merger of North Dakota banks with out-of-state banks, without application of a minimum age requirement).

[22] 12 U.S.C. § 1831u(a)(6).

of the acquisition, unless a shorter time is prescribed by federal law." Ariz. Rev. Stat. Ann. § 6-322(D).

Under North Dakota law, a transaction involving interstate branching activities may be approved by the responsible federal regulatory authority under the relevant provisions of the Federal Deposit Insurance Act. *See* N.D. Cent. Code § 6-08.4-02. However, under state law, any "out-of-state bank that proposes a transaction for a branch in [North Dakota] must notify and submit a copy of its transaction application [to the North Dakota regulator] not later than the date on which it files the application with the responsible federal regulatory authority." N.D. Cent. Code § 6-084-05. R-N also requires that any bank filing an application for an interstate merger transaction comply with the "filing requirements of any host State of the bank that will result from such transaction to the extent that the requirement" doesn't have the effect of discriminating against out-of-state banks or holding companies, and is similar in effect to any requirement imposed by the host State on a nonbanking corporation incorporated in another state that engages in business in the host state. 12 U.S.C. § 1831u(b)(1)(A)(i). The bank is also required to "submit a copy of the application to the State bank supervisor of the host State." 12 U.S.C. § 1831u(b)(1)(A)(ii). Accordingly, the requirement under the law of North Dakota functionally mirrors that under federal law.[23]

OppFi Interim Bank has complied or will comply with all applicable filing and notice requirements associated with the Proposed Transactions and has provided or will provide copies of the merger application materials to the appropriate state banking supervisors in Arizona and North Dakota on the appropriate timeframes.

c. Indicate applicability of R-N nationwide and statewide deposit concentration limits to the transaction. If applicable, discuss compliance.

The OCC may not approve a transaction if the resulting bank, together with its insured depository institution affiliates, would control more than 10 percent of the total amount of deposits of insured depository institutions in the United States upon consummation of the transaction.[24] As of March 31, 2026, the Target Bank had approximately $938 million in total deposits. OppFi Interim Bank is a newly formed institution that does not engage in deposit taking activities, while OpCo is not a depository institution. As such, the Combined Bank would control substantially less than 10 percent of the over $19 trillion in nationwide deposits[25] following consummation of the Proposed Transactions.

The OCC also may not approve a transaction where "(i) any bank involved in the transaction (including all insured depository institutions which are affiliates of any such bank) has a branch in any State in which any other bank involved in the transaction has a branch; and (ii) the resulting bank (including all insured depository institutions which would be affiliates of the resulting bank), upon consummation of the transaction, would control 30 percent or more of the

[23] The federal banking regulator reviewing a Bank Merger Act application cannot approve an application where the applicant fails to materially comply with these requirements. *See* 12 U.S.C. § 1831u(b)(1)(B). These "filing requirements, however, do not mean that the national bank must obtain approval from the state to undertake the transaction." *See* Comptroller's Licensing Manual – Business Combinations at 12.
[24] 12 U.S.C. § 1831u(b)(2)(A).
[25] *See* Federal Reserve H.8 Data, available at https://fred.stlouisfed.org/release?rid=22.

total amount of deposits of insured depository institutions in any such State."[26] The state-level 30 percent concentration limitation does not apply because OppFi Interim Bank and the Target Bank do not maintain branches in the same state prior to consummation of the Bank Merger, and OpCo is not a depository institution.

d. Indicate applicability of state-imposed deposit caps, if any. If applicable, discuss compliance.

R-N preserves the effectiveness of state deposit caps.[27] Utah does not impose a state deposit concentration cap applicable to the Proposed Transactions.[28]

Arizona imposes a 30 percent statewide deposit concentration cap, consistent with the concentration limitation set forth in R-N.[29] The Combined Bank will control substantially less than 30 percent of total deposits in Arizona following consummation of the Proposed Transactions.

North Dakota imposes a 25 percent deposit concentration limitation applicable to the direct or indirect acquisition of control of a financial institution in the state.[30] The Combined Bank will control substantially less than 25 percent of total deposits in North Dakota following consummation of the Proposed Transactions.

Accordingly, the Proposed Transactions comply with all applicable state-imposed deposit concentration limitations.

e. Address whether:

(i) Each bank involved in the transaction is adequately capitalized on the date of filing.

(ii) The resultant institution will be well capitalized and well managed upon consummation of the transaction.

OppFi Interim Bank is an interim national bank being formed solely for purposes of facilitating the Proposed Transactions. BNC is currently well capitalized under applicable regulatory standards. Upon consummation of the Proposed Transactions, the Combined Bank is expected to be well capitalized and well managed.

f. Discuss compliance with the CRA requirement of R-N.

R-N provides that "[i]n determining whether to approve an application for an interstate merger transaction in which the resulting bank would have a branch or bank affiliate immediately following the transaction in any State in which the bank submitting the application (as the acquiring bank) had no branch or bank affiliate immediately before the transaction, the responsible agency shall … take into account the record of compliance of any applicant bank with applicable

[26] 12 U.S.C. § 1831u(b)(2)(B).
[27] 12 U.S.C. § 1831u(b)(2)(C).
[28] Utah Code § 7-1-617(1).
[29] Ariz. Rev. Stat. § 6-328(A)(1).
[30] N.D. Cent. Code § 6-08-30.

State community reinvestment laws." OppFi Interim Bank is a newly formed interim institution that will have a main office in Utah and no other locations. As an interim bank, it does not have a CRA performance record. The Target Bank received an overall "Satisfactory" CRA rating in its most recent CRA Performance Evaluation dated October 20, 2025. Following consummation of the Proposed Transactions, the Combined Bank intends to continue serving the communities currently served by Target Bank, and will assess what changes are necessary to the Target Bank's existing CRA program for the new assessment areas and as appropriate for the size, business model, and geographic footprint of the Combined Bank, while expanding access to responsible banking products and services through OppFi's technology-enabled platform.

g. Discuss permissibility of retention of the target's main office and branches.

R-N provides that a resulting bank may, subject to approval by the appropriate federal banking agency, retain and operate as a main office or branch any office that any bank involved in the interstate merger transaction operated immediately before consummation of the merger transaction.[31] Following consummation of the Proposed Transactions, Target Bank will survive the Bank Merger and will subsequently be renamed OppFi Bank, N.A. The Combined Bank intends to designate Utah as the location of its main office pursuant to 12 U.S.C. § 1831u(d)(1). The Combined Bank also intends to retain and continue operating the Target Bank's existing branch network in Arizona and North Dakota.

h. Discuss any other restrictions that the host states seek to apply (including state antitrust restrictions).

OppFi is not aware of any other state-level requirements that may be relevant to the Bank Merger by virtue of R-N.

14. List all offices of the applicant or target that: (a) will be established or retained as branches, including the main office, of the target institution, (b) are approved but unopened branch(es) of the target institution, including the date the current federal and state agencies granted approval(s), and (c) are existing branches that will be closed or consolidated as a result of the proposal (to the extent the information is available) and indicate the effect on the branch customers served. For each branch, list the popular name, street address, city, county, state, and zip code, specifying any that are in low- and moderate income geographies.[32]

The Proposed Transactions will not result in the closure or consolidation of any existing Target Bank branches. Following consummation of the Proposed Transactions, the Combined Bank will retain all existing branches of the Target Bank and operate them as branches of OppFi Bank, N.A. The Target Bank's current branch network consists of ten branches located in North Dakota and one branch in Arizona, as well as its existing administrative and lending offices.

[31] 12 U.S.C. § 1831u(d)(1).
[32] Please designate branch consolidations as those terms are used in the Joint Policy Statement on Branch Closings, 64 FR 34844 (June 29, 1999).

In addition, the Combined Bank will establish its main office in Salt Lake City, Utah and will convert Target Bank's current Arizona headquarters located at 20175 N 67th Avenue, Glendale, AZ 85308 into a full-service branch.

A complete list of all existing and proposed offices, including branch names, addresses, and identification of locations in low- and moderate-income geographies, is provided in Public Exhibit H.

15. As a result of this transaction, if the applicant will be or will become affiliated with a company engaged in insurance activities that is subject to supervision by a state insurance regulator, provide:

a. The name of the company.

b. A description of the insurance activity that the company is engaged in and has plans to conduct.

c. A list of each state and the lines of business in that state in which the company holds, or will hold, an insurance license. Indicate the state where the company holds a resident license or charter, as applicable.

Not applicable. Neither OppFi nor BNCCORP, nor any subsidiary thereof, is presently engaged in insurance activities subject to supervision by a state insurance regulator.

If this is a nonaffiliate transaction, the applicant also must reply to items 16 through 18.

16. Discuss the effects of the proposed transaction on existing competition in the relevant geographic market(s) where the applicant and the target institution operate. The applicant should contact the responsible regulatory agency for specific instructions to complete the competitive analysis.

Not applicable. The Bank Merger and Non-Bank Merger are mergers between affiliates. For information regarding competition considerations generally, please see Section VI.A of the Overview.

17. If the proposed transaction involves a branch sale or any other divestiture of all or any portion of the bank, savings association or nonbank company (in the case of a merger transaction under 12 U.S.C. § 1828(c)(1)) to mitigate competitive effects, discuss the timing, purchaser, and other specific information.

Not applicable. The Proposed Transactions will not involve any branch sale or other divestiture of all or any portion of the bank, savings association or nonbank company.

18. Describe any management interlocking relationships (12 U.S.C. §§ 3201-3208) that currently exist or would exist following consummation. Include a discussion of the permissibility of the interlock with regard to relevant laws and regulations.

Information pertaining to management interlocks resulting from the Bank Merger is provided in Confidential Exhibit 30.

CERTIFICATION

We hereby certify that our board of directors, by resolution, has authorized the filing of this application, and that to the best of our knowledge, it contains no misrepresentations or omissions of material facts. In addition, we agree to notify the responsible regulatory agency if the facts described in the filing materially change prior to receiving a decision or prior to consummation. Any misrepresentation or omission of a material fact constitutes fraud in the inducement and may subject us to legal sanctions provided by 18 U.S.C. §§ 1001 and 1007.

We acknowledge that approval of this application is in the discretion of the responsible regulatory agency. Actions or communications, whether oral, written, or electronic, by an agency or its employees in connection with this filing, including approval of the application if granted, do not constitute a contract, either express or implied, or any other obligation binding upon the responsible regulatory agency, other federal banking agencies, the United States, any other agency or entity of the United States, or any officer or employee of the United States. Such actions or communications will not affect the ability of any federal banking agency to exercise its supervisory, regulatory, or examination powers under applicable law and regulations. We further acknowledge that the foregoing may not be waived or modified by any employee or agent of a federal banking agency or of the United States.

Signed this 26 (Day) day of June (Month), 2026 (Year).

BNC National Bank
Applicant

by

Signed by:
Todd Schwartz
8011B2B8D93349A...
Signature of Authorized Officer [2]

Todd Schwartz
Print or Type Name

Authorized Representative
Title

OppFi Interim Bank, National Association
Target Institution

by

Signed by:
Todd Schwartz
8011B2B8D93349A...
Signature of Authorized Officer [2]

Todd Schwartz
Print or Type Name

Organizing Chairman, President, and CEO
Title

[2] In multiple-step combinations, applicants should ensure that authorized officers of the combining institutions sign.

SUPPLEMENT TO INTERAGENCY BANK MERGER ACT APPLICATION COMPTROLLER OF THE CURRENCY

All OCC applicants should provide the following supplemental information with their application:

19.

a. If any of the combining institutions have entered into commitments with community organizations, civic associations, or similar entities concerning providing banking services to the community, describe the commitment.

Target Bank has indicated that it has not entered into any commitments with community organizations, civic associations, or similar entities providing banking services to the community.

OppFi Interim Bank is a newly formed interim bank, and as such, has not entered into commitments with community organizations, civic associations, or similar entities concerning providing banking services to the community. Though OppFi does engage in certain community initiatives, as described in response to Question 11(a), above, OppFi and OppCo are not banks, and neither has entered into such commitments within the meaning of the Community Reinvestment Act. In connection with the Proposed Transactions, OppFi intends to engage with community organizations and civic associations active in the communities in which the Combined Bank will operate, regarding potential commitments to provide banking services to the community. To the extent that such engagement results in the entry into such commitments, OppFi will update the OCC and FDIC, as appropriate.

b. If the resultant institution will not assume the obligations entered into by the target institution, explain the reasons and describe the impact on the communities to be affected.

Not applicable. Target Bank has not entered into any commitments with community organizations, civic associations, or similar entities providing banking services to the community.

20. If acquiring a non-national bank subsidiary, provide the information and analysis of the subsidiary's activities that would be required if it were established pursuant to 12 C.F.R. § 5.34 or 5.39.

In connection with the Proposed Transactions, the Resulting Bank will acquire substantially all of the assets, operations, and activities of OpCo, a nonbank affiliate of OppFi. OpCo owns (1) 35% of the equity in Bitty, and (2) 100% of the equity of certain SPVs that exist solely to hold the loans and participation rights in loans that were originated in connection with the OppFi business. Under the Business Plan, the Combined Bank will hold its interest in Bitty as a non-controlling equity investment pursuant to 12 C.F.R. § 5.36 following the Non-Bank Merger. Please see Confidential Exhibit 14 for additional information.

The SPVs exist solely to hold receivables associated with loans and participation rights in loans originated in connection with the OppFi business. OppFi utilizes warehouse credit facilities to partially finance the purchase of such loans and participation rights from bank partners, and the loans and participation rights held by the SPVs secure those credit facilities. The activities conducted by the SPVs – holding and managing loan receivables – are activities that are permissible for a national bank to engage in directly as part of the business of banking.[33] As OpCo owns 100% of the equity of the SPVs, the Combined Bank will have the ability to control the management and operations of the SPVs, and not other person or entity will have the ability to exercise effective control to an equal or greater extent.[34] While the SPVs are subject to a security interest in favor of the relevant warehouse credit facilities, such an interest is a common mechanism for securing an extension of credit, and should not constitute a general ability to control the management and operations of the SPVs. Rather, any limitations would be contractual in nature, and relate solely to the obligations secured by the SPVs.

The Combined Bank will also own and control more than 50% of the voting interest in each such SPV, and as such, will satisfy the requirements under the operating company regulations relating to ownership.[35] Finally, the SPVs are appropriately consolidated with OpCo for purposes of U.S. GAAP, and will continue to be afforded appropriate treatment thereunder when owned by the Combined Bank.[36] Accordingly, both the interest in Bitty and the interests in the SPVs should be permitted to be held by the Combined Bank.

[33] *See* 12 C.F.R. § 5.34(f)(5)(i).
[34] *See* 12 C.F.R. § 5.34(a)(2)(i)(A).
[35] *See* 12 C.F.R. § 5.34(a)(2)(i)(B).
[36] *See* 12 C.F.R. § 5.34(a)(2)(i)(C).

APPLICATION 2

Interim Bank Charter Application

Interim Bank Charter Application

Applicant

OppFi Interim Bank, National Association
Name of Interim

TBD
Current street address

Salt Lake City	*TBD*	*Utah*	*TBD*
City	County	State	Zip code

Parent Company Identifying Information

OppFi Inc.	N/A
Name	Charter Number (If applicable)

130 E. Randolph Street, Suite 3400
Street

Chicago	Illinois	60601
City	State	Zip code

Contact Person

Michael Lewis	Partner
Name	Title

Sidley Austin LLP
Employer

1501 K STREET, N.W.
Street

Washington	District of Columbia	20005
City	State	Zip code
202 736 8959	N/A	michael.lewis@sidley.com
Telephone no.	Fax no.	E-mail address

1. Overview

- Indicate the type of interim association being applied for:
  Federal charter
  - ________ Resulting
  - ___X___ Non-resulting
  - ________ Stock savings association
  - ________ Mutual savings association
  - ___X___ National bank

- Provide a copy of the related business combination filing if filed with another regulator and indicate the status of that application.

A copy of the Application to Become a Bank Holding Company and/or Acquire an Additional Bank or Bank Holding Company – FR Y-3 with respect to the acquisition by OppFi Inc. of BNCCORP INC. was provided to the OCC immediately following its submission to the Federal Reserve.

A copy of the Interagency Bank Merger Act Application with respect to the merger of Opportunity Financial, LLC with OppFi Bank, National Association was provided to the OCC immediately following its submission to the Federal Deposit Insurance Corporation.

2. Corporate status

- National banks submit for the interim bank the Streamlined Organizational Certificate, Articles of Association and Oath of Directors

Please see Confidential Exhibit OCC-2.

- Federal savings associations submit for the interim bank:
  i. Charter
  ii. Bylaws
  iii. Oath of Directors for federal savings associations

Not applicable.

OCC CERTIFICATION

I certify that the bank's board of directors, shareholders, or a designated official has authorized the filing of this application. I certify that the information contained in this application has been examined carefully and is true, correct, complete and current as of the date of this submission. Additionally, I agree to notify the OCC if the facts described in the filing materially change prior to receiving a decision or at any time prior to consummation of the action contemplated herein.

I acknowledge that any misrepresentation or omission of a material fact with respect to this application, any attachments to it, and any other documents or information provided in connection with this application may be grounds for denial of the application or revocation of its approval, and may subject the undersigned to legal sanctions, including the criminal sanctions provided for in Title 18 of the United States Code.

I acknowledge that the approval of this application is in the discretion of the OCC. The activities and communications by OCC employees in connection with the filing, including approval of the application if granted, do not constitute a contract, express or implied, or any other obligation binding upon the OCC, the United States, any agency or entity of the United States, or any officer or employee of the United States, and do not affect the ability of the OCC to exercise its supervisory, regulatory and examination authorities under applicable law and regulations. I further acknowledge that the foregoing may not be waived or modified by any employee or agent of the OCC or the United States.

Signed by:

Todd Schwartz

8011B2B8D93349A...

President or other authorized officer

Todd Schwartz

Typed name

Chief Executive Officer

Title

OppFi Inc.

Employer

APPLICATION 3

Non-Bank Affiliate Merger with National Bank Application

Merger of a National Bank With a Nonbank Affiliate Resulting in a National Bank Application

Applicant

Name	OppFi Bank, National Association			Charter #	24224		
Street Address	TBD						
City	Salt Lake City	County	Salt Lake	State	UT	Zip Code	TBD

Parent Company Identifying Information *(if applicable):*

Name	OppFi Inc.				
Street Address	130 E. Randolph Street, Suite 3400				
City	Chicago	State	IL	Zip Code	60601

Contact Person:

Name	Michael Lewis	Title	Partner		
Employer	Sidley Austin LLP				
Street Address	1501 K STREET, N.W				
City	Washington	State	DC	Zip Code	20005
Phone No.	(202) 736-8959	Fax No.	N/A	E-mail	michael.lewis@sidley.com

1. OCC requires the following information:

- Name and location of target nonbank subsidiary or affiliate.
- Chart indicating the current organizational structure of the nonbank affiliate and post-merger organizational structure at the national bank level to include a management listing.
- Relationship between the target and the national bank.
- Any other pertinent information.

Name: Opportunity Financial, LLC
Location: Chicago, Illinois
For the current organizational structure of the nonbank affiliate prior to the merger and the post-merger organizational structure at the national bank and bank holding company level, please see Confidential Exhibit 1.
For a management listing of OppFi Bank, National Association's Directors and Officers, please see Confidential Exhibit 22.
Opportunity Financial, LLC is a nonbank affiliate of OppFi Bank, National Association and a wholly owned subsidiary of OppFi Inc.
Opportunity Financial, LLC is the principal operating company through which OppFi Inc. conducts the technology, lending facilitation, servicing, data analytics, customer acquisition, and related operational functions that support the OppLoans platform. The purpose of the Non-Bank Merger is to cause these operational and technological capabilities to be housed within the insured depository institution. The merger of Opportunity Financial, LLC with OppFi Bank, National Association is expected to support direct bank origination, servicing, and management of OppLoans products, subject to OppFi Bank, National Association's governance, compliance, risk management, and supervisory framework.

2. Provide the merger agreement. Please see Public Exhibit A and Confidential Exhibit 3.

3. Provide pro forma balance sheet and capital projections for the resulting bank if
   - the acquisition represents a new activity or product line;
   - the revenues of the target are 50 percent or more of the national bank; or
   - the asset size of the target is 25 percent or more of the national bank.

   Please see Confidential Exhibit 20.

4. Indicate if a request for an investment in bank premises is included or was made in conjunction with this application.

In connection with the merger of Opportunity Financial, LLC into OppFi Bank, National Association, the resulting bank may succeed by operation of law to certain real property ownership interests or leasehold interests of Opportunity Financial, LLC, except to the extent any such interests are otherwise transferred to OppFi Inc. as the bank's holding company. The parties to the Non-Bank Merger will assess the relative valuations of any real property to be conveyed in connection with such transaction and shall supplement this Application as appropriate in connection therewith.

5. Provide the legal authority under state law for the merger.

The merger of Opportunity Financial, LLC with and into OppFi Bank, National Association will be effected, as to Opportunity Financial, LLC, pursuant to Section 18-209 of the Delaware Limited Liability Company Act, 6 Del. C. § 18-209, which authorizes a Delaware limited liability company to merge with or into an "other business entity" formed or organized under the laws of the United States, with such other business entity as the surviving entity, as provided in the agreement of merger.

OCC CERTIFICATION

I certify that the bank's board of directors, shareholders, or a designated official has authorized the filing of this application. I certify that the information contained in this application has been examined carefully and is true, correct, complete and current as of the date of this submission. Additionally, I agree to notify the OCC if the facts described in the filing materially change prior to receiving a decision or at any time prior to consummation of the action contemplated herein.

I acknowledge that any misrepresentation or omission of a material fact with respect to this application, any attachments to it, and any other documents or information provided in connection with this application may be grounds for denial of the application or revocation of its approval, and may subject the undersigned to legal sanctions, including the criminal sanctions provided for in Title 18 of the United States Code.

I acknowledge that the approval of this application is in the discretion of the OCC. The activities and communications by OCC employees in connection with the filing, including approval of the application if granted, do not constitute a contract, express or implied, or any other obligation binding upon the OCC, the United States, any agency or entity of the United States, or any officer or employee of the United States, and do not affect the ability of the OCC to exercise its supervisory, regulatory and examination authorities under applicable law and regulations. I further acknowledge that the foregoing may not be waived or modified by any employee or agent of the OCC or the United States.

Signed by:
Todd Schwartz
8011B2B8D93349A...

President or other authorized officer

Todd Schwartz

Typed Name

Executive Chairman, President, and CEO

Title

OppFi Bank, National Association

Employer

PUBLIC EXHIBIT A

<u>Agreement and Plan of Merger</u>

Execution Version

AGREEMENT AND PLAN OF MERGER

By and Among

OPPFI INC.,

BIRCH MERGER SUB, LLC

and

BNCCORP, INC.

Dated as of April 28, 2026

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ARTICLE V

Additional Covenants and Agreements

ARTICLE VI

Conditions to the Transactions

ARTICLE VII

Termination

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ARTICLE VIII

Miscellaneous

This AGREEMENT AND PLAN OF MERGER, dated as of April 28, 2026 (this "Agreement"), is by and among OppFi Inc., a Delaware corporation ("Parent"), Birch Merger Sub, LLC, a Delaware limited liability company and a wholly owned Subsidiary of Parent ("Merger Sub"), and BNCCORP, Inc., a Delaware corporation (the "Company"). Certain capitalized terms used in this Agreement are defined in Section 8.15.

WHEREAS, the parties hereto intend that, upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Delaware General Corporation Law (the "DGCL") and the Delaware Limited Liability Company Act (the "DLLCA"), the Company will be merged with and into Merger Sub (the "Merger"), with Merger Sub surviving the Merger as a wholly owned subsidiary of Parent, and pursuant to the Merger each share of the common stock, par value $0.01 per share, of the Company ("Company Common Stock") issued and outstanding immediately prior to the Effective Time (other than (i) Canceled Shares and (ii) Appraisal Shares, which shall be treated in accordance with Section 2.06) will be converted into the right to receive the Merger Consideration, upon the terms and subject to the conditions set forth herein;

WHEREAS, immediately following the Merger, an interim national bank and wholly owned subsidiary of Parent to be formed following the date hereof (the "Oak Interim Bank") will be merged with and into Birch Bank, with Birch Bank as the surviving bank (the "Bank Merger", and together with the Merger, the "Mergers").

WHEREAS, immediately following the Bank Merger, Parent shall promptly contribute or cause to be contributed by merger or otherwise certain assets to Surviving Bank (as defined below) and Surviving Bank will execute its business plan (collectively, such transactions, the "Core Transactions");

WHEREAS, the Board of Directors of the Company, at a meeting duly called and held, has unanimously (i) determined that it is in the best interests of the Company and the stockholders of the Company, and declared it advisable, that the Company enter into this Agreement and consummate the Transactions, including the Mergers, (ii) adopted a resolution which declares that the Transactions, including the Mergers, are advisable on substantially the terms and conditions set forth or referred to in this Agreement and such resolution, (iii) adopted a resolution recommending that the stockholders of the Company approve the Transactions, including the Mergers (this clause (iii), the "Company Board Recommendation") and (iv) directed that this Agreement and the Transactions, including the Mergers, be submitted for consideration at a special meeting of the stockholders;

WHEREAS, as a condition and an inducement for Parent to enter into this Agreement, each stockholder, director or officer of the Company listed on Exhibit A hereto has simultaneously herewith entered into a voting and lockup agreement substantially in the form attached hereto as Exhibit B (the "Voting and Restriction Agreement");

WHEREAS, the Board of Directors of Parent, at a meeting duly called and held, has unanimously adopted this Agreement and duly authorized and approved the execution, delivery and performance by Parent of this Agreement and the consummation by Parent of the

Transactions, including the Mergers and the issuance of shares of Parent Common Stock pursuant to the Merger and this Agreement;

WHEREAS, Parent, in its capacity as the managing member of Merger Sub, has (i) determined that it is in the best interests of Merger Sub, and declared it advisable that, Merger Sub enter into this Agreement and consummate the Transactions, including the Mergers, (ii) adopted a resolution which declares that the Transactions, including the Mergers, are advisable on substantially the terms and conditions set forth or referred to in this Agreement and such resolution, and (iii) approved and adopted this Agreement and the consummation by Merger Sub of the Transactions, including the Mergers, by written consent in accordance with the DLLCA;

WHEREAS, for U.S. federal income tax purposes, it is intended that the Merger shall qualify as a "reorganization" within the meaning of Section 368(a) of the Code, and this Agreement is intended to be and is adopted as a "plan of reorganization" for purposes of Sections 354 and 361 of the Code; and

WHEREAS, the Company, Parent and Merger Sub desire to make certain representations, warranties, covenants and agreements in connection with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the Company, Parent and Merger Sub hereby agree as follows:

ARTICLE I

The Merger

SECTION 1.01. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the provisions of the DGCL and the DLLCA, at the Effective Time, the Company shall be merged with and into Merger Sub, the separate corporate existence of the Company shall thereupon cease, and Merger Sub shall be the surviving company in the Merger. Merger Sub, as the surviving company after the Merger, is hereinafter referred to as the "Surviving Company".

SECTION 1.02. Closing. Unless this Agreement has earlier been terminated pursuant to Article VII, the closing of the Merger (the "Closing") shall take place at 10:00 a.m. (New York City time) on the fifth (5th) Business Day following the satisfaction or waiver in writing by the party or parties entitled to the benefits thereof (to the extent such waiver is permitted by applicable Law) of the conditions set forth in Article VI (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction of such conditions or waiver in writing by the party or parties entitled to the benefits thereof (to the extent such waiver is permitted by applicable Law) at the Closing), remotely by exchange of documents and signatures (or their electronic counterparts) unless another date, time or place is agreed to in writing by Parent and the Company. The date on which the Closing occurs is herein referred to as the "Closing Date".

SECTION 1.03. Effective Time. Subject to the provisions of this Agreement, concurrently with the Closing, the Company shall cause a certificate of merger to be duly executed in accordance with, and in such form as is required by, the relevant provisions of the DGCL and the DLLCA (the "Certificate of Merger") and to be filed with the Secretary of State of the State of Delaware (the "DE SOS"), and shall make all other filings, recordings or publications, and deliver or cause to be delivered, as applicable, any Taxes and fees, required under the DGCL and the DLLCA in connection with the Merger. The Merger shall become effective at the time that the Certificate of Merger is duly filed with and accepted for record by the DE SOS or at such later time (not to exceed thirty (30) days after the Certificate of Merger is accepted for record by the DE SOS) as is agreed to by the parties hereto in writing prior to the filing of the Certificate of Merger and specified in the Certificate of Merger in accordance with the DGCL and the DLLCA (the time at which the Merger becomes effective is herein referred to as the "Effective Time").

SECTION 1.04. Effects of the Merger. From and after the Effective Time, the Merger shall have the effects provided in this Agreement and in the applicable provisions, including Section 264 of the DGCL and Section 18-209 of the DLLCA.

SECTION 1.05. Certificate of Formation and Operating Agreement of the Surviving Company. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or any holder of any shares of Company Common Stock, (a) the certificate of formation of the Surviving Company shall remain in its entirety to be in the form of the certificate of formation of Merger Sub, until thereafter amended, as provided therein or by applicable Law (and subject to Section 5.06) and (b) the limited liability company agreement of the Surviving Company shall remain in its entirety to be in the form of the limited liability company agreement of Merger Sub (the "Operating Agreement"), until thereafter amended as provided therein or by applicable Law (and subject to Section 5.06).

SECTION 1.06. Managing Member and Officers of the Surviving Company.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or any holder of any shares of Company Common Stock, the managing member of Merger Sub immediately prior to the Effective Time shall be the managing member of the Surviving Company immediately following the Effective Time, and shall hold office until its successor is duly elected and qualified, or their earlier death, incapacitation, retirement, resignation or removal, in accordance with the Operating Agreement or applicable Law.

(b) At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or any holder of any shares of Company Common Stock, the officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Company immediately following the Effective Time, until their respective successors are duly appointed and qualified or their earlier death, resignation, retirement, disqualification or removal in accordance with the Operating Agreement or applicable Law.

SECTION 1.07. Bank Merger. Immediately following the Merger (and, for the avoidance of doubt, following the establishment of Oak Interim Bank), Oak Interim Bank will be merged with and into Birch Bank, with Birch Bank as the surviving bank (sometimes referred to in such capacity as the "Surviving Bank"). Following the Bank Merger, the separate existence of Oak Interim Bank shall cease. The parties hereto agree that the Bank Merger shall become effective immediately following the Merger (and, for the avoidance of doubt, following the establishment of Oak Interim Bank). The Bank Merger shall be implemented pursuant to a subsidiary plan of merger (the "Subsidiary Plan of Merger"), in a form to be mutually agreed between Parent and the Company. In order to obtain the necessary regulatory approvals for the Bank Merger, the parties hereto shall cause the following to be accomplished: (a) prior to filing applications for receipt of regulatory approval of the Bank Merger, (i) (A) the Company shall cause the board of directors of Birch Bank to approve the Subsidiary Plan of Merger, (B) the Company, as the sole stockholder of Birch Bank, shall approve the Subsidiary Plan of Merger, and (C) the Company shall cause the Subsidiary Plan of Merger to be duly executed by Birch Bank and delivered to Parent, and, (ii) (y) if required, the board of directors of Parent shall approve the Subsidiary Plan of Merger, and (z) Parent shall execute and deliver to Birch Bank the Subsidiary Plan of Merger, and (b) as soon as practicable following the receipt of regulatory approval of the formation of Oak Interim Bank, (i) Parent shall cause the board of directors of Oak Interim Bank to approve the Subsidiary Plan of Merger, (ii) Parent, as the sole stockholder of Oak Interim Bank, shall approve the Subsidiary Plan of Merger, and (iii) Parent shall cause the Subsidiary Plan of Merger, or a joinder thereto, to be duly executed by Oak Interim Bank and delivered to the Company. Prior to the Effective Time, the Company shall cause Birch Bank, and Parent shall cause Oak Interim Bank, to execute and file such other documents and certificates as are necessary to make the Bank Merger effective immediately following the Merger.

SECTION 1.08. Other Core Transactions. The Company, Birch Bank and Parent will cooperate and use their respective reasonable best efforts to effect the Core Transactions as contemplated in the recitals to this Agreement. Parent agrees that it shall have principal responsibility for effecting the foregoing and obtaining the regulatory approvals with respect thereto, and the Company and Birch Bank will cooperate in good faith and take such actions as are reasonably required in connection with the application process and authorization of such matters, which such actions shall be in accordance with applicable Law.

ARTICLE II

Effect of the Merger on Capital Stock; Exchange of Certificates

SECTION 2.01. Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Company, Parent, Merger Sub or the holders of any shares of Company Common Stock or any membership interest of Merger Sub:

(a) Cancellation of Certain Shares. All shares of Company Common Stock that are (i) owned by the Company (including as treasury stock) or (ii) held by Parent or Merger Sub, in each case immediately prior to the Effective Time shall be canceled and shall cease to exist and no consideration shall be delivered in exchange therefor (collectively, the "Canceled Shares").

(b) Conversion of Company Common Stock. Each issued and outstanding share of Company Common Stock as of immediately prior to the Effective Time (other than (i) the Canceled Shares and (ii) Appraisal Shares, which shall be treated in accordance with Section 2.06) shall be converted automatically into and shall thereafter represent only the right to receive (A) an amount in cash equal to $19.375 per share, without interest (such amount, the "Cash Consideration") and (B) such number of validly issued, fully paid and nonassessable shares of Parent Common Stock equal to the Exchange Ratio (the "Stock Consideration" and, together with the Cash Consideration, the "Merger Consideration"), subject to compliance with the procedures set forth in Section 2.02. As of the Effective Time, all such shares of Company Common Stock shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and each holder of a certificate which immediately prior to the Effective Time represented any such share of Company Common Stock (each, a "Share Certificate") or of non-certificated shares of Company Common Stock held in direct registry form (each, a "Book-Entry Share") (other than Share Certificates or Book-Entry Shares representing (x) Canceled Shares and (y) Appraisal Shares, which shall be treated in accordance with Section 2.06) shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration to be paid and issued in consideration therefor.

SECTION 2.02. Exchange Matters.

(a) Exchange Agent. Prior to the Closing Date, Parent shall designate a bank or trust company reasonably acceptable to the Company to act as agent (the "Exchange Agent") for the payment of the Cash Consideration and cash in lieu of fractional shares of Parent Common Stock and the distribution of the Stock Consideration in accordance with this Article II and, in connection therewith, prior to the Closing Date, shall enter into an agreement with the Exchange Agent in a form reasonably acceptable to the Company and Parent. At or prior to the Effective Time, Parent shall deposit or cause to be deposited with the Exchange Agent (i) cash in an aggregate amount sufficient to pay the Cash Consideration, other than the amount payable in lieu of fractional shares pursuant to Section 2.05 and (ii) shares of Parent Common Stock sufficient in order for the Exchange Agent to distribute the aggregate Stock Consideration and (iii) in addition, Parent shall deposit with the Exchange Agent, as necessary from time to time after the Effective Time, any dividends or distributions payable on such shares of Parent Common Stock pursuant to Section 2.02(c) which had not theretofore been surrendered for exchange pursuant to Section 2.02(c) (such cash, shares of Parent Common Stock and dividends or other distributions with respect thereto are collectively referred to as the "Exchange Fund"). Pending its disbursement in accordance with this Section 2.02, the cash included in the Exchange Fund shall be invested by the Exchange Agent if and as directed by Parent in (i) short-term direct obligations of the United States of America ("U.S."), (ii) short-term obligations for which the full faith and credit of the U.S. is pledged to provide for the payment of principal and interest, (iii) short-term commercial paper rated the highest quality by either Moody's Investors Service, Inc. or Standard and Poor's Ratings Services or (iv) certificates of deposit, bank repurchase agreements or banker's acceptances of commercial banks with capital exceeding $1 billion. Parent shall or shall cause the Surviving Company to promptly replace or restore the cash in the Exchange Fund so as to ensure that the Exchange Fund is at all times maintained at a level sufficient for the Exchange Agent to make all payments of Cash Consideration in accordance herewith. No investment losses resulting from investment of the funds deposited with the Exchange Agent shall diminish the rights of any holder of shares of Company Common Stock to receive the Merger Consideration as provided herein.

(b) Exchange Procedures.

(i) As promptly as practicable after the Effective Time (but in no event more than three (3) Business Days thereafter), Parent and the Surviving Company shall cause the Exchange Agent to mail to each Person who was, immediately prior to the Effective Time, a holder of a Share Certificate (other than a Share Certificate representing (A) Canceled Shares or (B) Appraisal Shares, which shall be treated in accordance with Section 2.06) (x) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to such Share Certificate shall pass, only upon delivery of such Share Certificate (or affidavits in lieu thereof in accordance with Section 2.02(d)) to the Exchange Agent), which shall be in such form and shall have such other customary provisions as Parent and the Company may reasonably agree prior to the Closing Date, and (y) instructions for use in effecting the surrender of such Share Certificate to the Exchange Agent in exchange for the Merger Consideration as provided in Section 2.01(b).

(ii) Upon delivery of a letter of transmittal, duly completed and validly executed in accordance with such letter's instructions (and such other customary documents as may reasonably be required by the Exchange Agent), and surrender to the Exchange Agent of Share Certificates (or affidavits in lieu thereof in accordance with Section 2.02(d)), as contemplated in subsection (i) of this Section 2.02(b), Parent and the Surviving Company shall instruct the Exchange Agent to, as promptly as practicable, pay and distribute to the holder of such Share Certificate the aggregate Merger Consideration that such holder has the right to receive pursuant to this Agreement (in each case, with respect to the shares of Company Common Stock formerly represented by such Share Certificate), and the Share Certificates so surrendered shall forthwith be canceled. Until surrendered as contemplated by this Section 2.02, each Share Certificate (other than a Share Certificate representing (A) Canceled Shares and (B) Appraisal Shares, which shall be treated in accordance with Section 2.06) shall be deemed at any time after the Effective Time to represent only the right to receive the Merger Consideration as contemplated by this Article II. No interest shall be paid or accrue on any cash payable pursuant to this Section 2.02.

(iii) (A) The Persons who were, at the Effective Time, holders of Book-Entry Shares (other than (x) Canceled Shares or (y) Appraisal Shares, which shall be treated in accordance with Section 2.06) shall not be required to deliver a Share Certificate or an executed letter of transmittal to the Exchange Agent or to take any other action to receive the Merger Consideration that such holder is entitled to receive pursuant to Section 2.01(b); provided, that such Persons may be required to comply with procedures as may customarily be required by the Exchange Agent for holders of Book-Entry Shares. (B) With respect to shares of Company Common Stock held, directly or indirectly, through the Depository Trust Company ("DTC"), Parent and the Company shall cooperate to establish procedures with the Exchange Agent, DTC, DTC's nominees and such other necessary third-party intermediaries to ensure that the Exchange Agent will transmit to DTC or its nominees as promptly as practicable after the Effective Time, the aggregate Merger Consideration to which the beneficial owners thereof are entitled to receive as a result of the Merger pursuant to Section 2.01(b).

(iv) If payment and distribution of the Merger Consideration is to be made to a Person other than the Person in whose name a surrendered Share Certificate is registered, Parent may cause the Exchange Agent to pay and distribute the Merger Consideration to such Person only if such Share Certificate (if applicable) is properly endorsed and otherwise in proper form for transfer and is presented to the Exchange Agent, accompanied by all documents required to evidence and effect such transfer and to evidence to the reasonable satisfaction of the Exchange Agent that any applicable stock transfer or similar Taxes required by reason of the payment and distribution of the Merger Consideration to a Person other than the Person in whose name the surrendered Share Certificate is registered have been paid or are not applicable. Payment and distribution of the Merger Consideration with respect to Book-Entry Shares shall only be made to the Person in whose name such Book-Entry Shares are registered in the stock transfer records of the Company. None of Parent, Merger Sub or the Surviving Company shall have any liability for the transfer and other similar Taxes described in the immediately preceding sentence under any circumstance.

(c) Distributions with Respect to Unexchanged Shares.

(i) No dividends or other distributions with respect to Parent Common Stock with a record date after the Effective Time shall be paid to the holder of any Share Certificate formerly representing Company Common Stock, and no cash payment in lieu of fractional shares shall be paid to any such holder pursuant to Section 2.05, until the surrender of such Share Certificate in accordance with this Section 2.02. Subject to applicable Law, following surrender of any such Share Certificate, there shall be paid to the holder of the shares of Parent Common Stock issued in exchange therefor, without interest, (A) at the time of delivery of such Parent Common Stock by the Exchange Agent pursuant to Section 2.02(b), the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such shares of Parent Common Stock and (B) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to such delivery of such Parent Common Stock by the Exchange Agent pursuant to Section 2.02(b), and a payment date subsequent to such delivery of such Parent Common Stock by the Exchange Agent pursuant to Section 2.02(b), payable with respect to such shares of Parent Common Stock.

(ii) Subject to applicable Law, there shall be paid to the holder of the shares of Parent Common Stock issued in exchange for Book-Entry Shares in accordance with this Section 2.02, without interest, (A) at the time of delivery of such Parent Common Stock by the Exchange Agent pursuant to Section 2.02(b), the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such shares of Parent Common Stock and (B) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to the time of such delivery by the Exchange Agent pursuant to Section 2.02(b), and a payment date subsequent to the time of such delivery by the Exchange Agent pursuant to Section 2.02(b), payable with respect to such shares of Parent Common Stock.

(d) Transfer Books; No Further Ownership Rights. The Merger Consideration paid and issued in respect of shares of Company Common Stock in accordance with the terms of this Article II shall be deemed to have been paid and issued in full satisfaction of all rights pertaining to the shares of Company Common Stock previously represented by such Share Certificates or Book-Entry Shares (other than the right to receive dividends or other distributions, if any, in accordance with Section 2.02(c)), and at the Effective Time, the transfer books of the Company shall be closed and thereafter there shall be no further registration of transfers on the transfer books of the Surviving Company of the shares of Company Common Stock that were outstanding immediately prior to the Effective Time. From and after the Effective Time, the holders of the shares of Company Common Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such shares except as otherwise provided for herein or by applicable Law. Subject to the last sentence of Section 2.02(f), if, at any time after the

Effective Time, Share Certificates or Book-Entry Shares are presented to Parent, the Surviving Company or the Exchange Agent, for any reason, they shall be canceled and exchanged as provided in this Article II.

(e) Lost, Stolen or Destroyed Certificates. If any Share Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Share Certificate to be lost, stolen or destroyed and, if required by Parent, the posting by such Person of a bond, in such reasonable amount as Parent may direct, as indemnity against any claim that may be made against Parent with respect to such Share Certificate, the Exchange Agent (or, after dissolution of the Exchange Fund, Parent) will pay and distribute, in exchange for such lost, stolen or destroyed Share Certificate, the applicable aggregate Merger Consideration to be paid and distributed in respect of the shares of Company Common Stock formerly represented by such Share Certificate, as contemplated by this Article II, and any unpaid dividends or other distributions that would be payable or deliverable in respect thereof pursuant to Section 2.02(c) had such lost, stolen or destroyed Share Certificate been surrendered as provided in this Article II.

(f) Termination of Exchange Fund. At any time following the first anniversary of the Closing Date, Parent and the Surviving Company shall be entitled to require the Exchange Agent to deliver to it any portion of the Exchange Fund (including any interest received with respect thereto) which has not been disbursed to holders of Share Certificates or Book-Entry Shares, and thereafter such holders who have not theretofore complied with this Article II shall be entitled to look only to Parent and the Surviving Company, as applicable, for, and Parent and the Surviving Company shall remain liable for, payment and distribution of such holders' claims for the Merger Consideration pursuant to the provisions of this Article II. Subject to Section 2.02(g), any amounts remaining unclaimed by such holders at such time at which such amounts would otherwise escheat to or become property of any Governmental Authority shall become, to the extent permitted by applicable Law, the property of Parent or its designee, free and clear of all claims or interest of any Person previously entitled thereto.

(g) No Liability. Notwithstanding any provision of this Agreement to the contrary, none of the parties hereto, the Surviving Company or the Exchange Agent shall be liable to any Person for any Merger Consideration or portion of the Exchange Fund properly delivered to a public official pursuant to any applicable state, federal or other abandoned property, escheat or similar Law. If any Share Certificate has not been surrendered prior to the date on which the Merger Consideration in respect of such Share Certificate would otherwise escheat to or become the property of any Governmental Authority, any Merger Consideration in respect of such Share Certificate shall, to the extent permitted by applicable Law, immediately prior to such date, become the property of the Surviving Company, subject to the claims of any holder of Company Common Stock entitled to payment of Merger Consideration who has not heretofore complied with this Article II.

(h) Withholding. Each of Parent, Merger Sub, the Company, the Surviving Company, the Exchange Agent and their respective Affiliates shall be entitled to deduct and withhold (or cause to be deducted and withheld) from any amounts otherwise payable pursuant to this Agreement such amounts as are required to be deducted or withheld under applicable Tax Law. To the extent that amounts are so deducted or withheld and paid over to the relevant Governmental Authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made. Any amounts so deducted or withheld shall be paid over to the relevant Governmental Authority.

SECTION 2.03. Treatment of Nonqualified Deferred Compensation Plan and Deferred Compensation Plan for Directors. Prior to the Effective Time, the Company Board of Directors (or, if appropriate, any committee thereof) shall adopt such resolutions or take such other actions as may be required to provide for the treatment of the BNCCorp, Inc. Nonqualified Deferred Compensation Plan and the BNCCorp, Inc. Deferred Compensation Plan for Directors contemplated in Section 2.03 of the Company Disclosure Letter. The form and substance of any such resolutions or other actions shall be subject to review and approval by Parent, which approval shall not be unreasonably withheld or delayed.

SECTION 2.04. Adjustments. If between the date hereof and the Effective Time, any change in the outstanding shares of Company Common Stock or Parent Common Stock, or securities exchangeable into or exercisable for shares of Company Common Stock or Parent Common Stock, shall occur as a result of any stock split, reverse share split, dividend (including any dividend or other distribution of securities convertible into shares of Company Common Stock or Parent Common Stock), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change, the Merger Consideration and any other number or amount contained herein which is based upon the price or the number or fraction of shares of Company Common Stock or Parent Common Stock shall be appropriately adjusted to reflect such stock split, reverse share split, dividend (including any dividend or other distribution of securities convertible into shares of Company Common Stock or Parent Common Stock), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change; provided, however, that (a) in no event shall the aggregate Merger Consideration after giving effect to any such event exceed the value of the Merger Consideration that would have been payable pursuant to Section 2.01 had such event not occurred and (b) nothing in this Section 2.04 shall permit any party to take any action with respect to its securities that is expressly prohibited by the terms of this Agreement.

SECTION 2.05. Fractional Shares. No fractional shares of Parent Common Stock shall be issued upon the conversion of Company Common Stock pursuant to Section 2.01 and such fractional share interests shall not entitle the owner thereof to vote or to any other rights of a holder of Parent Common Stock. All fractional shares to which a single record holder of Company Common Stock would be otherwise entitled to receive shall be aggregated and calculations shall be rounded to three decimal places. In lieu of any such fractional shares, each holder of Company Common Stock that would otherwise be entitled to such fractional shares shall be entitled to be paid an amount in cash, without interest, rounded down to the nearest cent, equal to the product of (a) such fractional part of a share of Parent Common Stock and (b) the closing price on the NYSE for a share of Parent Common Stock on the last trading day immediately preceding the date of this Agreement. As soon as practicable after the determination of the amount of cash, if any, to be paid to holders of Company Common Stock in lieu of any fractional share interests in Parent Common Stock, the Exchange Agent shall make available such amounts, without interest, to the holders of Company Common Stock entitled to receive such cash.

SECTION 2.06. Appraisal Rights.

(a) Notwithstanding anything in this Agreement to the contrary, shares of Company Common Stock that are outstanding immediately prior to the Effective Time and that are held by any Person who is entitled to demand and properly demands appraisal of such shares pursuant to, and who complies in all respects with, Section 262 of the DGCL ("Appraisal Shares") shall not be converted into the right to receive the Merger Consideration as provided in Section 2.01(b), but instead shall be canceled and shall represent the right to receive only those rights provided under Section 262 of the DGCL; provided, however, that if any such Person shall fail to perfect or otherwise shall waive, withdraw or lose the right to appraisal under Section 262 of the DGCL (whether occurring before, at or after the Effective Time), then the right of such Person to receive those rights under Section 262 of the DGCL shall cease and such Appraisal Shares shall be deemed to have been converted as of the Effective Time into, and shall represent only the right to receive, the Merger Consideration as provided in Section 2.01(b), without interest thereon.

(b) The Company shall give prompt notice to Parent of any demands received by the Company for appraisal of any shares of Company Common Stock and Parent shall have the right to participate in and, after the Effective Time, direct all negotiations and Actions with respect to such demands. Prior to the Effective Time, the Company shall not, without the prior written consent of Parent (such consent not to be unreasonably withheld, delayed or conditioned), make any payment with respect to, or settle (or offer to settle), any such demands, or agree to do any of the foregoing. Parent shall not, except with the prior written consent of the Company (such consent not to be unreasonably withheld, delayed or conditioned), require the Company to make any payment with respect to any demands for appraisal or offer to settle or settle any such demands or notices.

SECTION 2.07. Tax Treatment. For U.S. federal income tax purposes, it is intended that the Merger shall qualify as a "reorganization" within the meaning of Section 368(a) of the Code, and this Agreement is intended to be and is adopted as a "plan of reorganization" for purposes of Sections 354 and 361 of the Code.

ARTICLE III

Representations and Warranties of the Company

The Company represents and warrants to Parent and Merger Sub that, except (i) as set forth in the confidential disclosure letter delivered by the Company to Parent and Merger Sub concurrently with or prior to the execution of this Agreement (the "Company Disclosure Letter") (it being understood that any information, item or matter set forth in one section or subsection of the Company Disclosure Letter shall be deemed disclosed with respect to, and shall be deemed to apply to and qualify, the section or subsection of this Agreement to which it corresponds in number and each other section or subsection of this Agreement to the extent that it is reasonably apparent on its face that such information, item or matter is relevant to such other section or subsection) or (ii) as set forth in the Company OTC Documents filed or furnished concurrently with or prior to the execution of this Agreement:

SECTION 3.01. Organization; Standing; Subsidiaries.

(a) The Company is a corporation duly organized and validly existing under the Laws of the State of Delaware, is in good standing with the DE SOS and has all requisite corporate power and corporate authority necessary to own, lease, and operate all of its properties and assets, and to carry on its business as it is now being conducted. The Company is duly licensed or qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such license or qualification is necessary (including to own or lease its properties and assets), except for those jurisdictions where failure to be so licensed or qualified would not have a Company Material Adverse Effect. The Company is a bank holding company duly registered with the Federal Reserve under the BHC Act. The Company has made available to Parent complete and correct copies of the Company Charter Documents and any certificate of formation, bylaws or equivalent organizational or governing documents of each Subsidiary of the Company, each as amended prior to the execution of this Agreement, and each as made available to Parent is in full force and effect, and neither the Company nor any of its Subsidiaries is in violation of any of the provisions thereof in any material respect.

(b) All of the Subsidiaries of the Company and their respective jurisdictions of incorporation, organization or formation are set forth on Section 3.01(b) of the Company Disclosure Letter. Except as set forth on Section 3.01(b) of the Company Disclosure Letter, and except for the Equity Interests of its Subsidiaries, the Company does not own, directly or indirectly, any Equity Interests in any Person, or any interest convertible into, exercisable or exchangeable for any such Equity Interest. Each Subsidiary of the Company is duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation, organization or formation (where such concept is recognized under applicable Law) and has all corporate or organizational power and corporate or organizational authority required to own, lease, and operate all of its properties and assets and to carry on its business as now conducted. Each Subsidiary of the Company is duly licensed or qualified and in good standing as a foreign corporation or limited liability company, as applicable, in each jurisdiction where such license or qualification is necessary (including to own or lease its properties and assets), except where the failure to be so licensed or qualified or in good standing would not have a Company Material Adverse Effect. Birch Bank is authorized by the OCC to engage in the business of banking as a national bank. Except as set forth in Section 3.01(b) of the Company Disclosure Letter, the Company and its Subsidiaries own, directly or indirectly, all of the issued and outstanding shares of capital stock or other Equity Interests of each Subsidiary of the Company, free and clear of all Liens, other than restrictions imposed by applicable securities Laws or the organizational documents of any such Subsidiary. There are no Company Subsidiary Securities other than those owned by the Company or one of its Subsidiaries.

SECTION 3.02. Capitalization.

(a) The authorized capital stock of the Company consists of 11,300,000 shares of Company Common Stock and 2,000,000 shares of preferred stock, par value $0.01 per share ("Company Preferred Shares"). At the close of business on April 27, 2026 (the "Capitalization Date"), (i) 3,544,274 shares of Company Common Stock were issued and outstanding, and (ii) no Company Preferred Shares were issued or outstanding. All outstanding shares of Company Common Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights, and are not subject to or issued in violation of any purchase option, call option, right of first refusal, subscription right or any similar right under applicable Laws, any provision of the Company Charter Documents or any Contract to which the Company or its Subsidiaries is a party or otherwise bound. Since the Capitalization Date through the date hereof, neither the Company nor any of its Subsidiaries has (1) issued any Company Securities or incurred any obligation to make any payments based on the price or value of any Company Securities or (2) established a record date for, declared, set aside for payment or paid any dividend on, or made any other distribution in respect of, any shares of capital stock of, or other equity or voting interest in, the Company.

(b) Except as described in Section 3.02(a) or set forth in Section 3.02(b) of the Company Disclosure Letter, since the Capitalization Date through the date hereof and, except as expressly permitted pursuant to Section 5.01(b)(i), after the date hereof through the Closing, there are (i) no outstanding shares of capital stock of, or other equity or voting interests in, the Company, (ii) no outstanding securities of the Company convertible into or exchangeable for shares of capital stock of, or other equity or voting interests in, the Company, (iii) no outstanding subscriptions, options, warrants, stock appreciation rights, restricted stock, restricted stock units, "phantom" stock rights or other rights (including preemptive rights or anti-dilution rights), obligations, commitments or agreements to acquire from the Company any capital stock of, other equity or voting interests in, or any securities convertible into or exchangeable for shares of capital stock of, or other equity or voting interests in, the Company (nor has the Company or any of its Subsidiaries made any promises to issue or grant any such arrangements), (iv) no obligations, commitments or agreements of the Company to issue, deliver or sell, or cause to be issued, delivered or sold, any capital stock of, or other equity or voting interest in, the Company, (v) to grant, extend or enter into any subscription, warrant, right, convertible or exchangeable security or other similar agreement or commitment relating to any capital stock of, or other equity or voting interests in, the Company (the items in clauses (i), (ii), (iii), (iv) and (v) being referred to collectively as "Company Securities"), (vi) no stockholder agreements, voting trusts or other agreements, arrangements or understandings to which the Company is a party or of which the Company has Knowledge, that may reasonably be expected to affect the exercise of voting or any other rights with respect to the capital stock of the Company, and (vii) no other obligations by the Company or any of its Subsidiaries to make any payments based on the price or value of any Company Securities. There are no outstanding obligations, commitments or agreements of any kind that obligate the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Company Securities, or obligate the Company or any of its Subsidiaries to grant, extend or enter into any such agreements relating to any Company Securities, including any agreements granting any preemptive rights, subscription rights, anti-dilutive rights, rights of first refusal or similar rights with respect to any Company Securities. No direct or indirect Subsidiary of the Company owns any Company Common Stock. None of the Company or any Subsidiary of the Company is a party to any stockholders' agreement, voting trust agreement, registration rights agreement or other similar agreement or understanding relating to any Company Securities or Company Subsidiary Securities or any other agreement relating to the disposition, voting or dividends with respect to any Company Securities or Company Subsidiary Securities. The Company has no debt that is secured by Birch Bank capital stock.

(c) There are no outstanding bonds, debentures, notes or other indebtedness of the Company or any of its Subsidiaries having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter on which the stockholders or other equity holders of the Company or any of its Subsidiaries may vote ("Company Voting Debt").

(d) The authorized capital stock of Birch Bank consists of 50,000 shares of common stock, par value $100.00 per share (the "Birch Bank Common Stock"). 15,000 shares of Birch Bank Common Stock are outstanding as of the date of this Agreement. All of the outstanding shares of Birch Bank Common Stock (and other equity interests in Birch Bank) are directly and beneficially owned and held by the Company, free and clear of any Lien (other than any restriction on the right to sell or otherwise dispose of such capital stock under applicable Laws and restrictions on transfer that arise pursuant to this Agreement or other relevant documents relating to the Transaction).

(e) There are no (i) Contracts under which Birch Bank is or may become obligated to sell, issue, deliver, transfer or otherwise dispose of or redeem, purchase or otherwise acquire any securities of Birch Bank, (ii) Contracts under which Birch Bank is or may become obligated to register shares of the Company's capital stock or other securities under the Securities Act, (iii) stockholders agreements, voting trusts or other agreements, arrangements or understandings to which Birch Bank is a party or of which the Company has Knowledge, that may reasonably be expected to affect the exercise of voting or any other rights with respect to the capital stock of Birch Bank, or (iv) outstanding bonds, debentures, notes or other indebtedness having the right to vote (or which are convertible into, or exchangeable for, securities having the right to vote) on any matters on which the stockholder of Birch Bank may vote. The Company and its Subsidiaries are under no obligation to register under the Securities Act the shares or any other securities of Birch Bank, whether currently outstanding or that may subsequently be issued. There are no Contracts pursuant to which Birch Bank is or could be required to register shares of Birch Bank's capital stock or other securities under the Securities Act or to issue, deliver, transfer or sell any shares of capital stock, Equity Rights or other securities of Birch Bank.

(f) Except as set forth on Section 3.02(f) of the Company Disclosure Letter, all of the outstanding shares of capital stock of, or other equity or voting interests in, each Subsidiary of the Company (the "Company Subsidiary Securities") are owned directly or indirectly, beneficially and of record, by the Company or a Subsidiary of the Company, in each case, free and clear of all Liens and transfer restrictions, except for Permitted Liens and such Liens and transfer restrictions of general applicability as may be provided under the Securities Act or other applicable securities Laws (including any restriction on the right to vote, sell or otherwise dispose of such shares of capital stock or other equity or voting interests arising under applicable securities Laws). Each Company Subsidiary Security which is held, directly or indirectly, by the Company or a Subsidiary of the Company, is duly authorized, validly issued, and, to the extent applicable, fully paid and nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof and have been issued or granted, as applicable, in compliance in all material respects with applicable Laws and Contracts to which such Subsidiary is a party or bound. There are (i) no outstanding securities of any Subsidiary of the Company convertible into or exchangeable for shares of capital stock of, or other equity or voting interests in, such Subsidiary, (ii) no existing Equity Rights with respect to the securities of any Subsidiary of the Company, (iii) no obligations, commitments or agreements of any Subsidiary of the Company to issue, deliver or sell, or cause to be issued, delivered or sold, any capital stock of, or other equity or voting interest in, such Subsidiary, and (iv) no obligations, commitments or agreements of any Subsidiary of the Company to grant, extend or enter into any subscription, warrant, right, convertible or exchangeable security or other similar agreement or commitment relating to any Company Subsidiary Security. None of the outstanding shares of capital stock of any Subsidiary of the Company has been issued in violation of or subject to any preemptive rights, transfer restrictions, other rights to subscribe for or purchase securities or other similar rights of any Person. There are no outstanding obligations, commitments or agreements of any kind that obligate any Subsidiary to repurchase, redeem or otherwise acquire any Company Subsidiary Security, or obligate any of Subsidiary of the Company to grant, extend or enter into any such agreements relating to any

Company Subsidiary Security, including any agreements granting any preemptive rights, subscription rights, anti-dilutive rights, rights of first refusal or similar rights with respect to any capital stock of, or other equity or voting interest in, such Subsidiary. Section 3.02(f) of the Company Disclosure Letter sets forth a true, correct and complete list of the Subsidiaries of the Company.

SECTION 3.03. Authority; Noncontravention.

(a) The Company has all requisite corporate power and corporate authority to execute and deliver this Agreement and to perform its obligations hereunder and, assuming the representations and warranties set forth in Section 4.13 are true and correct and, subject to the receipt of the Company Stockholder Approval and the Regulatory Approvals (as defined below), to consummate the Transactions. The execution, delivery and performance by the Company of this Agreement and, assuming the representations and warranties set forth in Section 4.13 are true and correct, the consummation by it of the Transactions have been duly authorized by the Board of Directors of the Company and, except for obtaining the Company Stockholder Approval and filing the Certificate of Merger with the DE SOS pursuant to the DGCL and the DLLCA, no other corporate action or proceeding on the part of the Company is necessary to authorize the execution, delivery and performance by the Company of this Agreement and the consummation by it of the Transactions. This Agreement has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery hereof by the other parties hereto, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other Laws of general application affecting or relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity, whether considered in a proceeding at law or in equity (clauses (i) and (ii), collectively, the "Bankruptcy and Equity Exception").

(b) The Board of Directors of the Company, at a meeting duly called and held, has unanimously (i) determined that it is in the best interests of the Company and the stockholders of the Company, and declared it advisable, that the Company enter into this Agreement and consummate the Transactions, including the Mergers, (ii) adopted a resolution which declares that the Transactions, including the Mergers, are advisable on substantially the terms and conditions set forth or referred to in this Agreement and such resolution, (iii) adopted a resolution making the Company Board Recommendation and (iv) directed that this Agreement and the Transactions, including the Mergers, be submitted for consideration at a special meeting of the stockholders.

(c) Assuming the representations and warranties set forth in Section 4.13 are true and correct, the affirmative vote of stockholders entitled to cast a majority of all the votes entitled to be cast on the Merger (such approval, the "Company Stockholder Approval") at the Company Stockholders' Meeting or any adjournment or postponement thereof is the only vote of the holders of any class or series of shares of the Company necessary to adopt this Agreement and approve the Transactions, including the Mergers.

(d) Except as set forth in Section 3.03(d) of the Company Disclosure Letter, neither the execution and delivery of this Agreement by the Company, nor the consummation by the Company of the Transactions, nor performance or compliance by the Company with any of the terms or provisions hereof, will (with or without notice or lapse of time or both) (i) subject to the receipt of the Company Stockholder Approval, conflict with or violate any provision of (A) the Company Charter Documents or (B) the similar organizational documents of any of the Company's Subsidiaries or (ii) assuming that the consents, approvals, orders, licenses, permits and authorizations referred to in Section 3.04 and the Company Stockholder Approval are obtained prior to the Effective Time and the filings, declarations, notifications and registrations referred to in Section 3.04 are made and, as applicable, obtained, and any waiting periods thereunder have terminated or expired prior to the Effective Time, (x) violate or conflict with any Law or Judgment applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected, (y) violate, conflict with, breach, constitute a default (with or without notice or lapse of time, or both) under, or give rise to or result in any right of termination, acceleration, payment, modification, right of first refusal, or cancellation of, or approval, consent or notice under, any Contract or Permit to which the Company or any of its Subsidiaries is a party or (z) result in the creation or imposition of any Lien (other than a Permitted Lien) on any properties or assets of the Company or any of its Subsidiaries, except, in the case of clause (ii), as would not have a Company Material Adverse Effect.

SECTION 3.04. Governmental Approvals. Except for (a) compliance with the applicable requirements of the Securities Act of 1933 and the rules and regulations promulgated thereunder (the "Securities Act"), and the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder (the "Exchange Act"), including the filing with the Securities and Exchange Commission (the "SEC") of the Registration Statement, (b) compliance with the rules and regulations of the New York Stock Exchange (the "NYSE"), (c) the filing of the Certificate of Merger with the DE SOS pursuant to the DGCL and the DLLCA, (d) compliance with the BHC Act, the Bank Merger Act, the Riegle-Neal Interstate Banking and Branching Efficiency Act, the Federal Reserve Act, the Federal Deposit Insurance Act and the National Bank Act, (e) the consents, approvals, orders, licenses, permits, authorizations, filings, notifications, declarations or registrations from the OCC, Federal Reserve, Federal Deposit Insurance Corporation, and any other Governmental Authority (including any state banking or consumer finance regulatory agency) necessary or advisable to effect the Mergers and the Core Transactions and to retain the existing regulatory capital treatment of the Trust Preferred Securities as described in Section Section 5.12, (f) compliance with any applicable state securities or blue sky laws, (g) those consents, approvals, orders, licenses, permits, authorizations, filings, notifications, declarations or registrations that arise solely as a result of the specific identity, structure, ownership, insiders or business plan of Parent (and would not apply to a third party acquiror of the Company), and (h) such consents, approvals, or notifications as may be associated with any loans or loan programs sponsored or guaranteed by a Governmental Authority as described on Section 3.04 of the Company Disclosure Letter, and assuming the representations and warranties set forth in Section 4.14 are true and correct, to Knowledge of the Company, no consent, approval, order, license, permit or authorization of, or filing, declaration, notification or registration with, any Governmental Authority is necessary for the execution and delivery of this Agreement by the Company, the performance by the Company of its obligations hereunder and the consummation by the Company of the Transactions, other than such other consents, approvals, orders, licenses, permits, authorizations, filings, declarations, notifications or registrations that, if not obtained, made or given, would not have a Company Material Adverse Effect. Those items listed above in (e) and (g) are collectively referred to herein as the "Regulatory Approvals."

SECTION 3.05. Regulatory Reports . Since January 1, 2023, the Company and each of its Subsidiaries has filed on a timely basis all forms, filings, registrations, submissions, statements, certifications, returns, information, data, reports and documents required to be filed or furnished by it with the OCC, FDIC, the Federal Reserve or any other Governmental Authority, as the case may be, and has paid all material fees and assessments due and payable in connection therewith, except where the failure to timely make such filings has not had and would not reasonably be expected to have, either individually or in the aggregate, a material impact on the operation or financial condition of the Company or any of its Subsidiaries. All such forms, filings, registrations, submissions, statements, certifications, returns, information, data, reports and documents, and any that will be filed subsequent to the date of this Agreement and prior to Closing, were or will be true, complete and correct in all material respects and in compliance in all material respects with the requirements of any applicable Law and the rules and regulations of the applicable Governmental Authority. Subject to Section 8.19, no such forms, filings, registrations, submissions, statements, certifications, returns, information, data, reports or documents are the subject of ongoing review, comment or investigation by any Governmental Authority. Since January 1, 2023, and subject to Section 8.19, there (a) is no unresolved violation, criticism, or exception by any Governmental Authority with respect to any form, filing, registration, submission, statement, certification, return, information, data, report or document relating to any examinations, inspections or investigations of the Company or any of its Subsidiaries, and (b) has been no formal or informal inquiries by, or disagreements or disputes with, any Governmental Authority with respect to the business, operations, policies or procedures, or compliance with applicable Law of the Company or any of its Subsidiaries. Subject to Section 8.19 and except for routine examinations conducted by a Governmental Authority in the ordinary course of business, no Governmental Authority has initiated or has pending any proceeding or, to the Knowledge of the Company, investigation into or Action with respect to the business, operations, policies or procedures, or compliance with applicable Law of the Company or any of its Subsidiaries since January 1, 2023, except where such proceedings or investigations would not reasonably be expected to have a material impact on the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries is required to file periodic reports with the SEC pursuant to Sections 13 or 15(d) of the Exchange Act.

SECTION 3.06. Financial Matters.

(a) The Company has filed with, or furnished on a timely basis, all material reports, schedules, forms, statements and other documents required to be filed or furnished by the Company and its Subsidiaries pursuant to the "OTCQX

Best Market tier" disclosure guidelines of the OTC Markets Group, Inc. ("OTC") since January 1, 2023 (collectively, the "Company OTC Documents"). As of their respective effective dates, or if amended or supplemented, as of the date of the last such amendment or supplement, the Company OTC Documents complied in all material respects with the requirements of the "OTCQX Best Market tier". None of the Company OTC Documents at the time it was filed (or, if amended or supplemented, as of the date of the last amendment or supplement) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) The Company is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the Financial Industry Regulatory Authority and OTC as to the quotation of the Company Common Stock on the "OTCQX Best Market tier" of the OTC Best Market.

(c) Each of the following have been made available to Parent prior to execution of this Agreement: (i) the audited (A) consolidated statements of income, comprehensive income, stockholders' equity and cash flows of the Company for each of the fiscal years ended December 31, 2025, 2024 and 2023, and (ii) consolidated balance sheets of the Company and its Subsidiaries at December 31, 2025, 2024 and 2023, in each case together with the report and opinion of the auditor of the Company (the financial statements described in this clause (A), the "Audited Financial Statements"), and (B) the unaudited (i) consolidated statements of income of the Company for the two (2)-month period ended February 28, 2026, and (ii) consolidated balance sheets of the Company at February 28, 2026 (such date, the "Company Balance Sheet Date") (such balance sheet, together with the other financial statements described in clause (B), the "Unaudited Financial Statements"). The Audited Financial Statements and Unaudited Financial Statements are collectively referred to herein as the "Financial Statements". The Financial Statements complied as to form in all material respects with the published "OTCQX Best Market tier" disclosure guidelines of OTC with respect thereto, have been prepared in all material respects in accordance with the Accounting Standards applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or as permitted by Regulation S-X) and fairly present in all material respects the consolidated financial position of the Company and its Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods shown (subject, in the case of the Unaudited Financial Statements, to normal year-end adjustments that are not reasonably expected to be material and to any other adjustments described therein, including the notes thereto).

(d) Neither the Company nor any of its Subsidiaries has incurred any direct or indirect, primary or secondary, liability, indebtedness, obligation, penalty, cost or expense, claim, deficiency, guaranty or endorsement of or by any Person (other than endorsements of notes, bills, checks, and drafts presented for collection or deposit in the ordinary course) of any type, whether accrued, absolute or contingent, liquidated or unliquidated, matured or unmatured, or otherwise, which would be required to be included in the Audited Financial Statements if incurred on the date thereof, except (i) as set forth in Section 3.06(d) of the Company Disclosure Letter, (ii) as and to the extent specifically disclosed, reflected or reserved against in the Company's consolidated balance sheet (or the notes thereto) as of the Company Balance Sheet Date or as otherwise included in the Company OTC Documents filed or furnished prior to the date hereof, (iii) for liabilities incurred, in each case, in the ordinary course of business consistent with past practice since the Company Balance Sheet Date, (iv) arising pursuant to this Agreement or incurred in connection with the transactions contemplated hereby, including the Mergers, and (v) for liabilities which have not had or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(e) The financial statements contained in the FR Y-9SP of the Company and the Call Report of Birch Bank, respectively, (i) are true, complete and correct in all material respects, (ii) have been prepared in accordance with the Accounting Standards, except as may be otherwise indicated in the notes thereto and except for the omission of footnotes (none of which, if presented, would materially differ from those in the audited financial statements of the Company), and (iii) fairly present in all material respects the financial condition of the Company and Birch Bank, respectively, as of the respective dates set forth therein and the results of operations and stockholders' equity for the respective periods set forth therein, subject to year-end adjustments normal in nature and amount. The financial statements contained in the FR Y-9SP of the Company and the Call Reports of Birch Bank, respectively, to be prepared after the date of this Agreement and prior to the Closing (A) will be true, complete and correct in all material respects, (B) will have been prepared in accordance with the Accounting Standards, except as may be otherwise indicated in the notes thereto and except for the omission of footnotes (none of which, if presented, would materially differ from those in the audited financial statements of the Company), and (C) will fairly present in all material respects the financial condition of the Company and Birch Bank, respectively, as of the respective dates set forth therein and the results of operations and stockholders' equity of the Company and Birch Bank, respectively, for the respective periods set forth therein, subject to year-end adjustments normal in nature and amount.

(f) Each of the Company and Birch Bank has in place sufficient systems and processes that are customary for a financial institution of the size of the Company and Birch Bank and that are designed to (i) provide reasonable assurances regarding the reliability of financial reporting and the preparation of the financial statements of the Company and the Call Report of Birch Bank, in accordance in all material respects with the Accounting Standards, (ii) in a timely manner accumulate and communicate to the Company and Birch Bank's principal executive officer and principal financial officer all material information of the type that would be required to be disclosed in the Company's financial statements, including the financial statements included in Birch Bank's Call Report, or any forms, filings, registrations, submissions, statements, certifications, returns, information, data, reports or documents required to be filed or provided to any Governmental Authority, (iii) ensure access to the Company and Birch Bank's properties and assets is permitted only in accordance with management's authorization, and (iv) ensure the reporting of such properties and assets is compared with existing properties and assets at regular intervals and appropriate action is taken with respect to any differences. Neither the Company nor Birch Bank nor, to Knowledge of the Company, any Representative of any the Company or any of its Subsidiaries has received or otherwise had or obtained knowledge of any material written complaint, allegation, assertion or claim, whether written or oral, regarding the adequacy of such systems and processes or the accuracy or integrity of the financial statements of the Company, Birch Bank's Call Report, or the accounting or auditing practices, procedures, methodologies or methods (including with respect to loan loss reserves, write-downs, charge-offs and accruals) of the Company or any of its Subsidiaries or their respective internal accounting controls, including any complaint, allegation, assertion or claim that the Company or any of its Subsidiaries has engaged in questionable accounting or auditing practices. No attorney representing the Company or any of its Subsidiaries, whether or not employed by the Company or any of its Subsidiaries, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar violation by the Company or any of its Subsidiaries or any of their respective officers, directors or employees to the board of directors or any committee thereof, or to any director or officer of the Company or any of its Subsidiaries. To the Knowledge of the Company, there has been no instance of fraud by the Company or any of its Subsidiaries, whether or not material, that occurred during any period covered by the Financial Statements.

(g) Except to the extent they have been outsourced in compliance with applicable Law, safety and soundness standards, and regulatory guidance regarding third party risk management, the records, systems, controls, data and information of the Company and its Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of the Company, its Subsidiaries or accountants (including all means of access thereto and therefrom), except where such non-exclusive ownership and non-direct control has not had or would not reasonably be expected to have, individually or in the aggregate, a material impact on the Company or Birch Bank, or prevent, materially delay or materially impair the consummation of the transactions contemplated hereby. The Company and Birch Bank have disclosed, based on their most recent evaluation prior to the date hereof, to their outside auditors and the audit committee of their respective boards of directors (i) any significant deficiencies and material weaknesses in the design or operation of internal controls, which are reasonably likely to adversely affect their ability to record, process, summarize and report financial information, and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in their internal controls over financial reporting.

(h) During the periods covered by the financial statements of the Company, the Company's and Birch Bank's outside auditor was independent of the Company, its Subsidiaries and their respective management, pursuant to the applicable auditor independence requirements of the Securities Act, the Exchange Act, and rules promulgated thereunder, and the rules and standards of the Public Company Accounting Oversight Board. As of the date hereof, the outside auditor for the Company and Birch Bank has not resigned or been dismissed as a result of or in connection with any disagreements with the Company or Birch Bank on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

(i) As of the date hereof, neither the Company nor, to the Knowledge of the Company, the Company's independent registered public accounting firm has (i) identified or been made aware of "significant deficiencies" or "material weaknesses" (as defined by the American Institute of Certified Public Accountants) in the design or operation of the Company's internal controls over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information, or (ii) any fraud, whether or not material, that involves management other employees who have a significant role in the Company's internal control over financial reporting. To the Knowledge of the Company, there have not been any material investigations of any current or former officers of the Company or any of its Subsidiaries.

(j) The information supplied by or on behalf of the Company to be contained in, or incorporated by reference in, the Transaction SEC Filings will be included, including any amendment or supplement thereto and any other document incorporated or referenced therein, will not, at the time first sent or given to the stockholders of the Company, at the time of the Company Stockholders' Meeting or at the time of any amendment or supplement thereof, contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, at the time and in light of the circumstances under which they were made, not misleading. The Proxy Statement will comply as to form in all material respects with the requirements of the DGCL and, as and to the extent applicable, the Exchange Act and the rules and regulations thereunder. Notwithstanding the foregoing, the Company makes no representation or warranty with respect to statements made or incorporated by reference therein based on information supplied by or on behalf of Parent, Merger Sub or any of their respective Representatives for inclusion or incorporation by reference in the Transaction SEC Filings.

SECTION 3.07. Absence of Certain Changes.

(a) From the Company Balance Sheet Date through the date of this Agreement, except for the execution and performance of this Agreement and the discussions, negotiations and transactions related thereto and to any transaction of the type contemplated by this Agreement, the business of the Company and its

Subsidiaries has been carried on and conducted in the ordinary course of business in all material respects.

(b) Since the Company Balance Sheet Date, there has not been any Company Material Adverse Effect or any effect, change, event, condition, development, occurrence or state of circumstances or facts that would reasonably be expected to have a Company Material Adverse Effect.

(c) From the Company Balance Sheet Date through the date of this Agreement, to the Knowledge of the Company, the Company has not taken any action that, if taken after the date hereof, would constitute a breach of, or otherwise require the consent of Parent under, any covenants set forth in Section 5.01(b).

SECTION 3.08. Legal Proceedings. Subject to Section 8.19, except as set forth in Section 3.08 of the Company Disclosure Letter, and except as would not have a Company Material Adverse Effect, there is no (a) pending or, to the Knowledge of the Company, threatened claim, complaint (including a *qui tam* complaint), audit, civil investigative demand, subpoena, legal or administrative proceeding, suit, investigation, arbitration or action (an "Action") against the Company or any of its Subsidiaries, or (b) outstanding order, judgment, injunction, ruling, arbitration award, settlement, grant, consent, decision, writ or decree of any Governmental Authority (a "Judgment") memorandum of understanding, or settlement imposed upon or with the Company or any of its Subsidiaries, in each case, by or before any Governmental Authority. As of the date of this Agreement, there is no Action or Judgment pending or, to the Knowledge of the Company, threatened, seeking to prevent, hinder, modify, delay or challenge the Transactions. Subject to Section 8.19, to the Knowledge of the Company, there are no pending or threatened material investigations or whistleblower complaints, whether formal or informal, with respect to the Company or any of its Subsidiaries. As of the date hereof, to the Knowledge of the Company, (i) there are no written complaints, pending allegations, claims or Actions, relating to alleged or actual discrimination or harassment (including sexual harassment) or sexual misconduct by any employee of the Company or its Subsidiaries at or above the level of senior vice president, and (ii) none of the Company or its Subsidiaries are currently negotiating a settlement Contract with any employee of the Company or any other Person that involves allegations of discrimination or harassment (including sexual harassment) or sexual misconduct by any employee of the Company or its Subsidiaries at or above the level of senior vice president.

SECTION 3.09. Compliance with Laws; Permits.

(a) The Company and each of its Subsidiaries, and their respective predecessors and Affiliates, are, and have been, in compliance with and not in default under or violation of all Laws, regulatory capital requirements, Judgments or conditions imposed in writing by a Governmental Authority applicable to the Company or any of its Subsidiaries, except where such failure to be in compliance or default or violation would not have a Company Material Adverse Effect.

(b) The Company and each of its Subsidiaries hold all Permits necessary for the lawful conduct of their respective businesses and to own, lease and operate their respective properties and assets, except where the failure to hold such Permits would not have a Company Material Adverse Effect. All such Permits are in full force and effect and no suspension, revocation, conditioning or cancellation of any of such Permits is pending or, to the Knowledge of the Company, threatened, except where the failure to be in possession of or be in full force and effect, or the suspension, revocation, conditioning or cancellation of, any of such Permits would not have a Company Material Adverse Effect.

(c) Neither the Company nor any of its Subsidiaries has received any written notice that the Company or any of its Subsidiaries is not in compliance with or in default under violation of any Law applicable to the Company or any of its Subsidiaries or any Permit, except for such failure to be in compliance or default or violation would not have a Company Material Adverse Effect. There are no Actions pending or, to the Knowledge of the Company, threatened, that would reasonably be expected to result in the revocation, withdrawal, suspension, non-renewal, termination, revocation, or adverse modification or limitation of any Permit, except as would not have a Company Material Adverse Effect.

(d) Each of the Company, its Subsidiaries and each of its and their respective directors, officers and, to the Knowledge of the Company, employees and their other Representatives acting on its or their behalf, are, and have been, in compliance in all material respects with the Foreign Corrupt Practices Act of 1977, and all other rules and regulations promulgated thereunder or any other applicable Laws concerning or relating to bribery and corruption ("Anti-Corruption Laws").

(e) The Company, and each of its Subsidiaries and, to the Knowledge of the Company, each of its and their respective directors, officers and employees acting in such capacity and other Representatives acting on its or their behalf, is and have been since January 1, 2021 in compliance in all material respects with all applicable Laws concerning or relating to the prevention of money laundering, combatting of terrorism financing, and related financial recordkeeping and reporting requirements, including the U.S. Currency and Foreign Transaction Reporting Act of 1970 and any implementing regulations or rules promulgated under any such Laws, including those issued by the U.S. Department of the Treasury's Financial Crimes Enforcement Network or any other financial services regulatory authority with jurisdiction over the Company or any of its Subsidiaries ("AML Laws"). Each of the Company and its Subsidiaries, as applicable, has adopted, implemented and maintains an anti-money laundering program, including policies and procedures, in accordance with each such entity's obligations under AML Laws that addresses, as applicable: (i) verifying customer identities; (ii) conducting ongoing customer due diligence, including transaction monitoring and verifying beneficial ownership identities of legal entity customers; (iii) filing reports; (iv) maintaining records; (v) conducting ongoing training of applicable personnel on anti-money laundering; (vi) appointing, and designating the responsibilities of, an anti-money laundering compliance officer; (vii) maintaining a system of internal controls to ensure compliance with such program; and (viii) conducting independent testing for compliance with such program. None of the Company, any of its Subsidiaries, or, to the Knowledge of the Company, any of its and their respective directors, officers and employees acting in such capacity or any of its and their other Representatives acting on its or their behalf, has engaged in or been convicted of any Law pertaining to the use of proceeds of crime, any "specified unlawful activity" as defined in 18 U.S.C. § 1956 or any other predicate offense to money laundering.

(f) Except as would not, individually or in the aggregate, be material and adverse to the Company and its Subsidiaries, taken as a whole, the Company, and each of its Subsidiaries and, to the Knowledge of the Company, each of its and their respective directors, officers and employees acting in such capacity and each of its and their Representatives and agents acting on its or their behalf, is and have been in compliance with all applicable Laws concerning consumer protection ("Consumer Protection Laws"), lending and deposits.

(g) None of the Company, nor any of its Subsidiaries, nor, to the Knowledge of the Company, any of its and their respective directors, officers, and employees acting in such capacity nor any of its and their Representatives and or agents acting on its or their behalf, is a Person that is, or is owned or controlled by a Person that is or has been, a Restricted Party.

(h) The Company, its Subsidiaries and, to the Knowledge of the Company, acting in such capacity, their respective directors, officers, employees, Representatives, and agents are and have at all times been, in compliance in all material respects with any applicable Sanctions and Export-Import Laws.

(i) None of the Company, its Subsidiaries nor, to the Knowledge of the Company, acting in such capacity, their respective directors, officers, employees, Representatives, or agents is engaged or have at all times been engaged in any dealings directly or indirectly, with any Restricted Party.

(j) Neither the Company nor any of its Subsidiaries has conducted or initiated any internal investigation, review or audit, or made a voluntary, directed, or involuntary disclosure to any Governmental Authority or third party with respect to any alleged or suspected act or omission arising under or relating to any potential noncompliance with any applicable Anti-Corruption Laws, AML Laws, Consumer Protection Laws, Sanctions or Export-Import Laws;

(k) None of the Company, its Subsidiaries, or, to the Knowledge of the Company, any of their respective directors, officers, employees, Representatives, or agents acting in such capacity has (A) received any notice, request or citation relating to any actual or potential noncompliance with any applicable Anti-Corruption Laws, AML Laws, Consumer Protection Laws, Sanctions, or Export-Import Laws or (B) has Knowledge of any claim, action, suit, proceeding, or investigation relating to actual or potential noncompliance with any applicable Anti-Corruption Laws, AML Laws, Consumer Protection Laws, Sanctions, or Export-Import Laws;

(l) The Company and its Subsidiaries (A) maintain an adequate system of internal controls reasonably designed to ensure compliance with Anti-Corruption Laws, Sanctions and Export-Import Laws and prevent and detect violations of Anti-Corruption Laws, AML Laws, Consumer Protection Laws, Sanctions and Export-Import Laws, (B) have implemented and have at all times maintained an operational and effective anti-corruption compliance program that includes, at a minimum, policies, procedures and training intended to detect, prevent and deter violations of applicable Anti-Corruption Laws, AML Laws, Consumer Protection Laws and Sanctions and (C) have at all times made and maintained accurate books and records in compliance in all material respects with all applicable Anti-Corruption Laws and AML Laws.

(m) Neither the Company nor any of its Subsidiaries have received any notification or communication from any agency or department of federal, state, or local government or any Governmental Authority asserting that the Company or any of its Subsidiaries is not in material compliance with any Laws, Judgment, or Permits or engaging in an unsafe or unsound activity or is in troubled condition.

(n) Birch Bank (i) has properly obtained certification of foreign status for all nonresident alien customers and has made all necessary Tax withholdings on all of its deposit accounts, (ii) has timely and properly filed and maintained all requisite Currency Transaction Reports and other related forms, including any requisite Custom Reports required by any agency of the U.S. Department of the Treasury, including the IRS, and (iii) has timely filed all Suspicious Activity Reports with the Financial Crimes Enforcement Network (bureau of the U.S. Department of the Treasury) required to be filed by it pursuant to all applicable Laws.

(o) Birch Bank holds a Permit granted by the OCC to exercise fiduciary powers. Neither the Company nor any Subsidiary of the Company other than Birch Bank exercises fiduciary powers or acts in a fiduciary capacity for third parties.

(p) As of the date hereof, each of the Company and Birch Bank is "well-capitalized" (as that term is defined by applicable Law).

SECTION 3.10. Tax Matters.

(a) The Company and each of its Subsidiaries has prepared (or caused to be prepared) and timely filed (taking into account valid extensions of time within which to file) all material Tax Returns required to be filed by it, and all such filed Tax Returns (taking into account all amendments thereto) are true, complete and accurate in all material respects.

(b) All material Taxes owed by the Company or any of its Subsidiaries that are due and payable on or prior to Closing (whether or not shown on any Tax Return) have been timely paid or have been adequately reserved against in accordance with the Accounting Standards.

(c) All Taxes that the Company and each of its Subsidiaries is or was obligated by applicable Law to withhold or collect in connection with amounts owing to an employee, independent contractor, creditor, shareholder, member or other third party have been duly withheld or collected and fully and timely paid over to the proper Governmental Authority.

(d) As of the date hereof, neither the Company nor any of its Subsidiaries is subject to any audits, examinations, investigations, proposed adjustments, claims or other proceedings in respect of any Taxes, in each case that has been asserted in writing. Any and all Tax deficiencies assessed as a result of any audit, examination, or other proceeding in connection with a Tax Return of the Company or any of its Subsidiaries have been timely paid in full. Neither the Company nor any of its Subsidiaries has received from any Governmental Authority any (i) notice indicating an intent to open an audit, examination, or other Tax proceeding, (ii) request for additional information related to Tax matters, or (iii) notice of deficiency or proposed adjustment for any Tax.

(e) Neither the Company nor any of its Subsidiaries has been a "controlled corporation" or a "distributing corporation" in any distribution occurring during the two-year period ending on the date of this Agreement that was purported or intended to be governed by Section 355 of the Code (or any similar provision of state, local or non-U.S. Law).

(f) Neither the Company nor any of its Subsidiaries has been a member of an affiliated group of corporations filing a consolidated federal income Tax Return (other than a group the common parent of which is the Company) or has any liability for the Taxes of any Person (other than the Company or any of its Subsidiaries) under U.S. Treasury Regulations Section 1.1502-6 (or any similar provision of any state, local or non-U.S. Law) or as a transferee or successor.

(g) Neither the Company nor any of its Subsidiaries is a party to, or bound by, or has any obligation under, any Tax sharing, allocation or indemnification Contract other than (i) Contracts solely among the Company and its Subsidiaries and (ii) customary Tax indemnification provisions in any Contract the primary purpose of which does not relate to Taxes.

(h) Neither the Company nor any of its Subsidiaries has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to an assessment or deficiency for Taxes (other than pursuant to extensions of time to file Tax Returns obtained in the ordinary course).

(i) Neither the Company nor any of its Subsidiaries is the beneficiary of any extension of time within which to file any material Tax Return (other than pursuant to extensions of time to file Tax Returns obtained in the ordinary course).

(j) Neither the Company nor any of its Subsidiaries has participated in any “listed transaction” within the meaning of U.S. Treasury Regulations Section 1.6011-4(b)(2) and, with respect to each transaction in which the Company or any of its Subsidiaries has participated that is a “reportable transaction” within the meaning of Treasury Regulation § 1.6011-4(b)(1), such participation has been properly disclosed on IRS Form 8886 (Reportable Transaction Disclosure Statement) and on any corresponding form required under state, local or other law.

(k) Neither the Company nor any of its Subsidiaries is pursuing a voluntary disclosure agreement or letter ruling from the IRS (or any comparable ruling from any other Governmental Authority).

(l) There are no Liens for Taxes upon any property or assets of the Company or any of its Subsidiaries.

(m) Neither the Company nor any of its Subsidiaries has been a United States real property holding company within the meaning of Section 897(c)(2) of the Code during the period specified in Section 897(c)(1)(A)(ii) of the Code.

(n) Neither the Company nor any of its Subsidiaries is a party to any gain recognition agreement under Section 367 of the Code and the Treasury Regulations thereunder (or any analogous or similar provision of state, local or non-U.S. Tax Law).

(o) Neither the Company nor any of its Subsidiaries is subject to Tax in any jurisdiction outside the United States by virtue of (i) having a permanent establishment or other place of business or (ii) having a source of income in that jurisdiction. No claim has ever been made by a Governmental Authority in a jurisdiction where the Company or any of its Subsidiaries does not file Tax Returns that the Company or such Subsidiary is or may be subject to taxation by that jurisdiction.

(p) The Company and its Subsidiaries have complied in all material respects with Section 4501 of the Code and any rules, regulations or guidance issued thereunder.

(q) Neither the Company nor any of its Subsidiaries will be required to include or accelerate the recognition of any item in income, or exclude or defer any deduction or other tax benefit, in each case in any taxable period (or portion thereof) after Closing, as a result of any change in method of accounting, closing agreement, intercompany transaction, installment sale, the receipt of any prepaid amount, in each case prior to Closing, or as a result of any election under Section 965(h) of the Code.

(r) The Company and its Subsidiaries have conducted all intercompany transactions in material compliance with applicable Law. Any transaction between the Company and its Subsidiaries and any Person that is related to or under common control with the Company and any applicable Subsidiary, or any transaction between such related or commonly controlled Persons, have at all times been at arm's length or otherwise satisfy the requirements of any U.S. federal, state, local or non-U.S. Tax law, as the case may be, and the Company and each of its Subsidiaries has complied in all material respects with any record keeping or documentation requirements in connection with the foregoing.

(s) Neither the Company nor any of its Subsidiaries has granted any Person any power of attorney that is currently in force with respect to any material Tax matter.

(t) Without regard to this Agreement, neither the Company nor any of its Subsidiaries has undergone an "ownership change" within the meaning of Section 382(g) of the Code.

(u) Neither the Company nor any of its Subsidiaries is aware of the existence of any fact, or has taken or agreed to take any action, that could reasonably be expected to prevent the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

(v) Each bank owned life insurance contract held by Birch Bank, including but not limited to those contracts forth in Section 3.10(v) of the Company Disclosure Letter, qualifies as a "life insurance contract" within the meaning of Section 7702(a) of the Code, and there have been no loans under any of such contracts. Birch Bank has complied with proper notice and consent requirements of Section 101(j) of the Code with respect to such contracts, and all such contracts were excepted from the pro rata interest expense disallowance of Section 264(f) of the Code and not subject to pro rata interest disallowance of Section 264(f) of the Code. For purposes of Treasury Regulations Section 1.61-22, for each bank owned life insurance contract held by Birch Bank that is subject to a split dollar agreement, the Company is properly treated as an owner of such contracts, the insured employees are properly treated as non-owners of such contracts, and the economic benefit of the death benefits due to the employees under such contracts have been properly and timely reported to the employees under Treasury Regulations Section 1.61-22.

SECTION 3.11. Employee Benefits.

(a) Section 3.11(a) of the Company Disclosure Letter sets forth a true, correct and complete list as of the date of this Agreement of each material Company Plan. With respect to each material Company Plan, the Company has made available to Parent true, correct and complete copies (to the extent applicable) of (i) the plan document or, with respect to any unwritten Company Plan, a written description of the terms thereof (or, if appropriate, a form thereof), including any amendments thereto, (ii) the current summary plan descriptions and any summaries of material modifications thereto, (iii) the three (3) most recent annual reports (Form 5500 Series) filed with the Department of Labor and all attachments and exhibits thereto; (iv) each insurance or group annuity contract or policy and certificate of coverage, or other funding vehicle; (v) copies of the three (3) most recent annual testing (including non-discrimination and coverage) results; (vi) the most recent determination letter, advisory letter, or opinion letter issued by the Internal Revenue Service, (vii) actuarial reports for the three (3) most recently completed plan years, and (viii) all material correspondence received from or provided to any Governmental Authority.

(b) Each Company Plan has been established, maintained, funded, operated and administered in all material respects in accordance with its terms and applicable Laws, including ERISA and the Code, as applicable.

(c) Each Company Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the IRS or is entitled to rely upon a favorable opinion or advisory letter issued by the IRS, and, to the Knowledge of the Company, there are no circumstances or any events that have occurred that could reasonably be expected to adversely affect any such qualification status.

(d) There are no pending, or to the Knowledge of the Company, threatened Actions or claims (other than routine claims for benefits) by, on behalf of, relating to, or against any Company Plan or any trust related thereto and no audit, investigation or other proceeding by a Governmental Authority is pending, or to the Knowledge of the Company, threatened with respect to any Company Plan.

(e) All contributions required to be made with respect to any Company Plan by applicable Law, or any Company Plan document or other contractual undertaking, have been materially paid or, to the extent not required to be made or paid on or before the Closing Date, have been accrued to the extent required by the Accounting Standards and the Company's normal accounting practices and, as of the Company Balance Sheet Date, are reflected on the Company's financial statements as at the Company Balance Sheet Date.

(f) None of the Company, any of its Subsidiaries nor any Commonly Controlled Entity maintains, sponsors or contributes to, or has ever maintained, sponsored or contributed to, or had any liability (including contingent liability) with respect to, any (i) "defined benefit plan" (as defined in Section 3(35) of ERISA) or any plan that is or was subject to Title IV or Section 302 of ERISA or Sections 412, 430 or 4971 of the Code, (ii) "multiemployer plan" (as defined in Sections 3(37) or 4001(a)(3) of ERISA), (iii) any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA), (iv) "multiple employer plan" (within the meaning of Section 210 of ERISA or Section 413(c) of the Code or as defined in Section 4063 or 4064 of ERISA) or (v) "voluntary employees beneficiary association" (as defined in Section 501(c)(9) of the Code).

(g) None of the Company, any of its Subsidiaries nor any Commonly Controlled Entity has engaged in any transaction described in Section 4069, 4204(a) or 4212(c) of ERISA.

(h) No Company Plan and none of the Company, any of its Subsidiaries nor any of its Subsidiaries, has any obligation to provide, benefits or coverage in the nature of health, life, disability or other welfare benefits to current or former employees of the Company and its Subsidiaries (or any beneficiaries thereof) after a termination of employment, other than benefits or coverage required to be provided (i) through the end of the month in which termination of employment occurs pursuant to the terms of the Company Plan or (ii) under Part 6 of Title I of ERISA or Section 4980(B)(f) of the Code or any other applicable Law.

(i) The Company and its Subsidiaries (i) have complied with the requirements of Section 4980B of the Code or Sections 601-609 of ERISA and other applicable state continuation coverage laws, in all material respects and (ii) have not incurred, and are not reasonably expected to incur, any material excise Taxes under Chapter 43 of the Code.

(j) The Company and its Subsidiaries have complied in all material respects with all applicable provisions of the Patient Protection and Affordable Care Act of 2010, as amended, and the Health Care and Education Reconciliation Act of 2010, as amended, to the extent applicable, including the employer shared responsibility provisions relating to the offer of "affordable" health coverage that provides "minimum essential coverage" to "full-time" employees (as those terms are defined in Section 4980H of the Code) and the applicable employer information reporting requirements under Sections 6055 and 6056.

(k) Except as set forth in Section 3.11(k) of the Company Disclosure Letter, neither the consummation of the Mergers nor the execution of this Agreement will, either alone or in combination with another event, (i) accelerate the time of payment or vesting, or increase the amount of compensation due to any current or former director, officer or employee of the Company or any of its Subsidiaries under any Company Plan or entitle any such individual to any payment or cancellation of indebtedness, (ii) cause the Company or any of its Subsidiaries to transfer or set aside any assets to fund any benefits under any Company Plan; (iii) limit or restrict the right to amend, terminate or transfer the assets of any Company Plan on or following the Effective Time; (iv) result in any breach or violation of, or default under any Company Plan; or (v) result in any payment (whether in cash or property or the vesting of property) to any "disqualified individual" (as such term is defined in Treasury Regulations Section 1.280G-1) that would, individually or in combination with any other such payment, constitute an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code).

(l) Neither the Company nor any Subsidiary of the Company thereof has any obligation to provide, and no Company Plan or other agreement or arrangement provides any individual with the right to, a gross-up, indemnification, reimbursement or other payment for any excise or additional Taxes incurred pursuant to Section 409A or Section 4999 of the Code.

(m) Each Company Plan that is a "nonqualified deferred compensation plan" (within the meaning of Section 409A of the Code) is in documentary compliance with, and has been operated and administered in all material respects in compliance with, Section 409A of the Code.

(n) No Company Plan is subject to any law of any jurisdiction outside of the United States.

SECTION 3.12. Labor Matters.

(a) The Company is not and has not ever been a party to or bound by any collective bargaining agreement or similar labor agreement with any labor union, trade union, works council or other labor association, and the Company is not currently negotiating any such labor contract or similar agreement. There have been no, and there is no, pending or, to the Knowledge of the Company, threatened labor strike, lockout, picketing, slowdown, work stoppage, unfair labor practice charge or other similar labor activity or dispute by or with respect to the employees of the Company or any of its Subsidiaries. To the Knowledge of the Company, no employees of the Company or any of its Subsidiaries have submitted union authorization cards seeking to form or join a union, and there is no organizational effort currently pending or threatened by, or on behalf of, any labor union to organize any employees of the Company or any of its Subsidiaries.

(b) The Company and each of its Subsidiaries are, and have been, in compliance with all applicable Laws relating to labor and employment matters, including occupational safety and health standards, terms and conditions of employment, payment of wages, classification of employees, equal employment opportunity, immigration, human rights, non-discrimination, job protected and paid leaves, disability accommodation, pay equity, automated employment tools and workers' compensation, except as would not have a Company Material Adverse Effect.

(c) Except as would not have a Company Material Adverse Effect, there are no, and there have been no, Actions against the Company pending or, to the Knowledge of the Company, threatened, by any current or former applicant, employee, director, officer, or individual independent contractor (collectively "Personnel"), or any Governmental Authority, with respect to worker engagement, employment or labor practices (including wage and hour matters) or Personnel. Except as would not have a Company Material Adverse Effect, there are no, and there have been no, Actions against the Company or any of its Subsidiaries pending or, to the Knowledge of the Company, threatened to be brought or filed with any Governmental Authority, any state or local agency responsible for the prevention of unlawful employment practices, or any arbitral or other forum in connection with any current or former employee, consultant, independent contractor, volunteer intern, or applicant of the Company or any of its Subsidiaries.

(d) To the Knowledge of the Company, no current or former employee or individual independent contractor of the Company or any of its Subsidiaries is in violation of any term of any employment contract, confidentiality, noncompetition or other proprietary rights agreement or any other contract relating to the right of such Person to be employed by, or provide services to, the Company or any of its Subsidiaries.

(e) Section 3.12(e) of the Company Disclosure Letter contains a true, complete and correct listing of the name of, and fees paid or payable to, each independent contractor. A copy of each Contract relating to the services provided by any such independent contractor to the Company or a Subsidiary has been made available to Parent. Except for such compensation as would be paid in the ordinary course following Closing and has been accrued on the Closing Financial Statement, as of the Closing, all compensation, including wages, commissions, and bonuses, payable to all Personnel, independent contractors or consultants of the Company and its Subsidiaries for services performed on or before the Closing Date will have been paid in full and there shall be no outstanding agreements, understandings or commitments with respect to any compensation, commission or bonuses.

(f) Neither the Company nor any of its Subsidiaries has effectuated a "plant closing" (as defined in the United States Worker Adjustment and Retraining Notification Act, or any successor federal law or similar applicable Law ("WARN")), affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the Company or any of its Subsidiaries, and there has not occurred a "mass layoff" (as defined in WARN) affecting any site of employment or facility of the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries is presently planning to effectuate any such "plant closing" or "mass layoff".

(g) Except as would not have a Company Material Adverse Effect, all employees of the Company and any of its Subsidiaries have the legal right to work in the country in which they are employed, and the Company and the Subsidiaries have complied in all material respects with all of their obligations in this regard.

(h) As of the date of this Agreement, no executive or employee of the Company or any of its Subsidiaries with a title at or above senior vice president has provided notice to his or her supervisor of the voluntary termination of his or her employment with the Company or such Subsidiary within the next six (6) months.

SECTION 3.13. Environmental Matters. Except as would not reasonably be expected to have a Company Material Adverse Effect:

(a) To the Knowledge of the Company, the Company and each of its Subsidiaries are, and have been, in compliance with all applicable Environmental Laws, and to the Knowledge of the Company, neither the Company nor any of its Subsidiaries has received any written notice alleging that the Company or any of its Subsidiaries is in violation of or has liability under any Environmental Law.

(b) There is no Action under or pursuant to any Environmental Law that is pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries.

(c) To the Knowledge of the Company, neither the Company nor any of its Subsidiaries is conducting or funding or has been identified as responsible for any cleanup or other remedial activities pursuant to Environmental Laws as a result of any Release, spill or disposal of any Hazardous Materials.

(d) To the Knowledge of the Company, there has been no Release of any Hazardous Materials on, at, under or from any Owned Real Property or Leased Real Property by the Company or its Subsidiaries or any other Person in violation of Environmental Laws or in a manner that could reasonably be expected to give rise to liability of the Company or any of its Subsidiaries under Environmental Laws.

(e) To the Knowledge of the Company, neither the Company nor any of its Subsidiaries has assumed or provided indemnity against any liability of any other Person under any Environmental Laws, including any obligation for corrective or remedial action.

SECTION 3.14. Intellectual Property.

(a) Section 3.14(a) of the Company Disclosure Letter lists, as of the date of this Agreement, all Owned Company Intellectual Property that is Registered Intellectual Property. Except as set forth in Section 3.14(a) of the Company Disclosure Letter, all of the Registered Intellectual Property required to be identified in Section 3.14(a) of the Company Disclosure Letter is subsisting, valid and enforceable. Except as set forth in Section 3.14(a) of the Company Disclosure Letter, all necessary registration, maintenance, and renewal fees currently due in connection with Registered Intellectual Property required to be identified in Section 3.14(a) of the Company Disclosure Letter have been paid and all necessary documents, recordations, and certificates in connection with such Registered Intellectual Property have been filed with the relevant Governmental Authorities for the purposes of prosecuting, establishing ownership and maintaining such Registered Intellectual Property in the name of the Company or one of its Subsidiaries. There are no oppositions, cancellations, invalidity proceedings, interferences or re-examination proceedings presently pending or, to the Knowledge of the Company, threatened with respect to the Registered

Intellectual Property required to be identified in Section 3.14(a) of the Company Disclosure Letter.

(b) The Company or one of its Subsidiaries owns or is licensed, pursuant to a valid, written license agreement, to use all Business Intellectual Property reasonably necessary to conduct the business of the Company and its Subsidiaries (taken as a whole) as conducted as of the date hereof. The Company and each of its Subsidiaries has complied in all material respects with the applicable license terms for all Business Intellectual Property that is licensed from a third-party, including licensing a sufficient number of "seats," "users" or other usage metrics to account for the use of any licensed Intellectual Property. The Company and its Subsidiaries are the sole and exclusive owners of the Owned Company Intellectual Property (including the Registered Intellectual Property required to be identified in Section 3.14(a) of the Company Disclosure Letter), free and clear of all Liens other than Permitted Liens.

(c) Neither the Company nor any of its Subsidiaries owns any material Proprietary Software and no material Proprietary Software has been or is being developed or created by or on behalf of the Company or any of its Subsidiaries.

(d) The Business Intellectual Property comprises, all of the Intellectual Property used in and necessary to conduct the Company's and its Subsidiaries' business in the same manner as conducted by the Company and its Subsidiaries immediately prior to the Closing. Except for any notices or consents to third parties noted in Section 3.03(d) of the Company Disclosure Letter with respect to Business Intellectual Property that is licensed from a third-party, the execution, delivery and performance of this Agreement and the consummation of the Transactions, and the compliance with the provisions of this Agreement do not and will not, in any material respect, conflict with, alter or impair any of the rights of the Company or any of its Subsidiaries in any Business Intellectual Property or the validity, enforceability, use, right to use, ownership, priority, duration, scope or effectiveness of any Business Intellectual Property. All Business Intellectual Property will be owned by or licensed for use by the Company or its Subsidiaries immediately after the Closing on substantially the same terms and conditions as immediately prior to the Closing.

(e) The Company and its Subsidiaries have used commercially reasonable measures, consistent with accepted industry practices, to protect, preserve and maintain the secrecy and confidentiality of Trade Secrets included in the Business Intellectual Property. Without limiting the generality of the foregoing, except as set forth on Section 3.14(e) of the Company Disclosure Letter, each former and current employee and contractor of the Company or any of its Subsidiaries who has created, contributed to or had access to any portion of the material confidential information, Trade Secrets, or Business Intellectual Property has executed a written Contract (i) assigning to the Company or one of its Subsidiaries all right, title and interest (including in all Intellectual Property) that the employee or contractor has therein, except where the Company or one of its Subsidiaries owns such Intellectual Property by operation of Law, and (ii) requiring the employee or contractor to maintain the confidentiality of all such confidential information, Trade Secrets, and Business Intellectual Property.

(f) Except as would not, individually or in the aggregate, be material and adverse to the Company and its Subsidiaries, taken as a whole, the Company and its Subsidiaries, the Owned Company Intellectual Property and the operation of the Company or any of its Subsidiaries has not and does not infringe, misappropriate, dilute or otherwise violate any Intellectual Property of any other Person. Except as set forth in Section 3.14(f) of the Company Disclosure Letter and except as would not, individually or in the aggregate, be material and adverse to the Company and its Subsidiaries, taken as a whole, no adverse third-party Actions are pending or, to the Knowledge of the Company, threatened in writing against the Company or any of its Subsidiaries (i) challenging the ownership, validity, registrability, enforceability or use by the Company or any of its Subsidiaries of any Owned Company Intellectual Property or (ii) alleging that the operation of the business of the Company and its Subsidiaries (taken as a whole) as conducted as of the date hereof is infringing, misappropriating or otherwise violating the Intellectual Property of any Person.

(g) Except as could not reasonably be expected to be, individually or in the aggregate, material and adverse to the Company or any of its Subsidiaries, to the Knowledge of the Company, no Person has infringed, misappropriated or otherwise violated the rights of the Company or any of its Subsidiaries with respect to any Business Intellectual Property. Except as could not reasonably be expected to be, individually or in the aggregate, material and adverse to the Company or any of its Subsidiaries, none of the Business Intellectual Property is subject to any order that restricts or otherwise prevents the use thereof by the Company or any of its Subsidiaries.

(h) To the Knowledge of the Company, the Company and its Subsidiaries (i) have used all Generative AI Tools in material compliance with the license terms and conditions applicable to such tools, including any terms imposed by the third-party providers of such tools and with Privacy, Data Security and AI Requirements, (ii) have not entered, and have not permitted the entry of, any Trade Secrets, confidential information, or other proprietary data of any of the Company and its Subsidiaries into any Generative AI Tool in a manner that would result in the loss of confidentiality or Trade Secret protection of such information, and (iii) have not used any Generative AI Tool to develop, generate, or assist in the development of any portion of the Owned Company Intellectual Property.

SECTION 3.15. Data Privacy and Technology; Information Security.

(a) The Company and each of its Subsidiaries, and with respect to the Processing of Company Data, to the Knowledge of Company, its Data Processors, have materially complied at all times with all applicable Privacy, Data

Security and AI Requirements. The Company and its Subsidiaries have in place Contracts with all Data Processors to ensure that the Data Processor maintains the confidentiality and security of the Company Data and materially complies at all times with Privacy, Data Security and AI Requirements, and such Contracts include Processing provisions as required under Privacy, Data Security and AI Requirements.

(b) Except as disclosed on Section 3.15(b) of Company's Disclosure Letter, since January 1, 2023, the Company and its Subsidiaries and, to the Knowledge of the Company, its Data Processors have not suffered and are not suffering a Security Incident, and have not been and are not required to notify any Person of any Security Incident, that has caused or would be reasonably expected to cause any (i) substantial disruption or interruption in or to the use of Company IT Assets, Company Data or the conduct of the business or operations of Company or any of its Subsidiaries; or (ii) material loss, destruction, damage or harm of or to Company or any of its Subsidiaries or their respective Company IT Assets, Company Data, operations, personnel, property or other assets. The Company and its Subsidiaries currently take, and have taken, all reasonable actions, consistent with applicable industry practices, including implementation and maintenance of administrative, physical and technical controls, to protect the integrity and security of the Company IT Assets and the data and other information stored thereon.

(c) The Company IT Assets operate and perform as required to permit the Company and its Subsidiaries to conduct the business of the Company and its Subsidiaries (taken as a whole). Without limiting the foregoing, the Company IT Assets are in all material respects adequate and sufficient (including with respect to capacity, scalability and ability to process current and anticipated peak volumes in a timely manner) for the conduct and operation of the business of the Company as currently conducted. The Company and its Subsidiaries have established a written information security program that is appropriately implemented and maintained, and there have been no material violations of the program. The Company has assessed and tested the program on a no less than annual basis; and has remediated or scheduled for remediation all critical and high risks and vulnerabilities. The Company and its Subsidiaries have taken commercially reasonable steps and implemented commercially reasonable safeguards, consistent with applicable Industry Security Standards, designed to protect the Company IT Assets from unauthorized access and, to the Knowledge of the Company, the Company IT Assets do not contain any disabling codes or instructions, spyware, Trojan horses, worms, viruses or other Software routines that permit or cause material unauthorized access to, or material unauthorized disruption, impairment, disablement or destruction of, IT Assets.

(d) Except as set forth in Section 3.03(d) of the Company Disclosure Letter, neither the execution, delivery or performance of this Agreement nor any of the other agreements contemplated by this Agreement, nor the consummation of any of the transactions contemplated by this Agreement or any such other agreements violate any Privacy, Data Security and AI Requirements. All

Company Data will continue to be available for Processing following the Closing on substantially the same terms and conditions as existed immediately before the Closing.

(e) No Person (including any Governmental Authority) has commenced any action relating to Company's or any of its Subsidiaries' compliance with Privacy, Data Security and AI Requirements, including with respect to the collection, use, transfer, sharing, storage, or disposal of Personal Information maintained by or on behalf of Company or any of its Subsidiaries, or to the Knowledge of the Company, threatened any such action, or made any complaint, investigation, or inquiry relating to such practices. The Company maintains, and has maintained, cyber liability insurance with reasonable coverage limits.

SECTION 3.16. Property.

(a) Owned Real Property.

(i) Section 3.16(a)(i) of the Company Disclosure Letter lists, as of the date of this Agreement, a true, correct and complete list of the street address and vested owner of each Owned Real Property. The Company or one of its Subsidiaries has fee simple title in each Owned Real Property, free and clear of all Liens (other than Permitted Liens). At or prior to Closing, the Title Company or the Company, as applicable, will deliver to Parent copies of all deeds and other instruments (as recorded) by which the Company or a Subsidiary acquired such Owned Real Property, title insurance policies, surveys, property condition reports and appraisals to the extent in the possession and control of the Company or a Subsidiary and relating to the Owned Real Property will be made available to Parent or its agents.

(ii) No Owned Real Property is subject to any sales contract, purchase option, right of first refusal, right of first offer, similar agreement or other contractual obligation to sell, assign or dispose of any of the Owned Real Property, or any portion thereof or interest therein to any Person. Except as otherwise provided in Section 3.16(a)(ii) of the Company Disclosure Letter, the Company or a Subsidiary is in possession of the Owned Real Property and has not leased, licensed, subleased or otherwise granted the right to use, operate or occupy any parcel or any portion of any Owned Real Property to any other Person. To the Knowledge of Company, neither the Company nor any Subsidiary has received written notice from any owner of real property immediately contiguous to the Owned Real Property alleging boundary disputes or disputes related to impairment of the Company's or any Subsidiary's access to and from the Owned Real Property.

(iii) Except as otherwise provided in Section 3.16(a)(iii) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries is a party to any Contract or option to purchase any real property or interest therein that has not closed as of the Closing Date.

(iv) Except as set forth on Section 3.16(a)(iv) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries leases or grants any Person the right to use, operate or occupy all or any part of any Owned Real Property.

(v) As of the date of this Agreement, the Company does not own or otherwise possess any OREO.

(b) Leased Real Property.

(i) Section 3.16(b) of the Company Disclosure Letter lists, as of the date of this Agreement, a true, correct and complete list of each Company Lease, including the address of each Leased Real Property, the landlord and tenant under each Company Lease. The Company or one of its Subsidiaries has a valid, binding and enforceable leasehold, subleasehold or license interest (as tenant, subtenant or licensee) in, and enjoys peaceful and undisturbed possession of, each Leased Real Property, free and clear of all Liens (other than Permitted Liens), subject to the terms of the applicable Company Lease. Each Company Lease is in full force and effect, legal, valid and binding on the parties thereto, and enforceable in accordance with its terms. Except as set forth in Section 3.16(b)(i) of the Company Disclosure Letter, there are no subleases, licenses or similar agreements granting to any Person other than the Company or any of its Subsidiaries the right to use or occupy any Leased Real Property. To the Knowledge of the Company, each of the Company and its Subsidiaries is in compliance in all material respects with the terms of all Company Leases. Neither the Company nor any of its Subsidiaries has assigned, transferred or pledged any interest in any of the Company Leases.

(ii) As of the date hereof, to the Knowledge of the Company, neither the Company nor any of its Subsidiaries has received any written notice from any counterparty under any Company Lease of, nor does the Company nor any of its Subsidiaries have Knowledge of the existence of, any default, event or circumstance that, with or without notice, lapse of time, or both, would constitute a default under any of the Company Leases, or would permit termination, cancelation, material modification or acceleration of rent under such Company Lease.

(iii) Except as otherwise provided in Section 3.16(b)(iii), (A) all rent, charges or other material payments due pursuant to each Company Lease have been paid, and there are no deferred payments of rent or other amounts that remain unpaid; (B) no security deposit or portion thereof deposited pursuant to the terms of a Company Lease has been applied in respect of a breach or default that has not been redeposited in full; and (C) to the Knowledge of the Company, there are no unpaid tenant obligations, commissions or other amounts payable to or on behalf of any brokers, finders, agents or similar parties in connection with the current term of any Company Lease.

(c) Owned and Leased Real Property.

(i) The Real Property constitutes all of the real property used and occupied by the Company and its Subsidiaries for the operation of the Company's business as currently conducted. Except as otherwise provided in Section 3.16(c)(i), to the Knowledge of the Company, each Owned Real Property is in compliance with applicable laws (including federal, state, local or other governmental building, zoning, health, safety and other land use or governmental Laws, regulations and ordinances, certificates of occupancy, covenants, conditions, restrictions, easements of record, if any, licenses, permits and agreements); provided, however the Company makes no representation or warranty with respect to compliance with the requirements of the Americans with Disabilities Act.

(ii) Except as otherwise provided in Section 3.16(c)(ii), to the Knowledge of Company, neither the Company nor any Subsidiary has received any written notice, affecting any of the Owned Real Property, of any pending or threatened condemnation, eminent domain, taking, transfer in lieu thereof or other similar proceeding by any Governmental Authority, or any zoning, building code, or other moratorium legal proceeding to impose any special assessment.

(iii) To the Knowledge of the Company and its Subsidiaries, all buildings, improvements, fixtures, buildings systems and equipment, and all components thereof, located on the Real Property are in good operating condition and repair (normal wear and tear excepted) in all material respects and are fit and sufficient for use in the ordinary course of the Company's business as currently conducted and no significant repairs thereof are required. None of the Real Property has been damaged or destroyed by fire or other casualty that has not been restored or not in the process of being restored.

SECTION 3.17. Contracts.

(a) Section 3.17(a) of the Company Disclosure Letter sets forth a true, correct and complete list, as of the date of this Agreement, of each Material Contract. For purposes of this Agreement, "Material Contract" means any Contract (but excluding this Agreement and any Company Plan) to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries or any of their respective properties or assets is bound that:

(i) governs the formation, creation, operation, governance, economics or control of any joint venture, strategic alliance, partnership or other similar arrangement or any sharing of profits, losses, costs or liabilities with any other Person;

(ii) provides for indebtedness for borrowed money of the Company or any of its Subsidiaries or the guarantee by such entities of any such obligation having an outstanding or committed amount in excess of $100,000, other than (A) indebtedness solely between or among any of the Company and its Subsidiaries, (B) letters of credit, bank guarantees, security or performance bonds or similar credit support instruments, overdraft facilities or cash management programs, in each case issued, made or entered into in the ordinary course of business or (C) evidencing deposit liabilities, purchases of federal funds, fully secured repurchase agreements, advances and loans from the Federal Home Loan Bank, and trade payables, in each case, made or entered into in the ordinary course of business;

(iii) is a capital lease with a lease liability in excess of $100,000;

(iv) relates to the acquisition or disposition of any business, assets or properties (whether by merger, sale of stock, sale of assets or otherwise) for aggregate consideration under such Contract in excess of $100,000 pursuant to which any earn-out, indemnification or deferred or contingent payment obligations remain outstanding that would reasonably be expected to involve payments by or to the Company or any of its Subsidiaries of more than $100,000 after the date hereof, excluding, (A) acquisitions or dispositions of assets that are obsolete, worn out, surplus or no longer used or useful in the conduct of business of the Company or its Subsidiaries or (B) repurchases by the Company of Company Common Stock;

(v) is a Company Lease;

(vi) is a Contract relating to any pending acquisition or disposition of real property;

(vii) is a Contract requiring or granting any options, rights of first offer, rights of first refusal or similar rights in any Real Property;

(viii) includes remaining obligations for the Company to make any capital expenditure in an amount in excess of $100,000 in any calendar year;

(ix) is with any Governmental Authority where (A) (1) the Governmental Authority is the customer or other commercial party and (2) such Contract involves annual payments in excess of $100,000 or (B) such Contract imposes material obligations on the Company or any of its Subsidiaries;

(x) (A) contains provisions that prohibit or restrict in a material respect the Company or any of its Subsidiaries (or Parent or its Affiliates after the Effective Time) from competing in or conducting any line of business, grants a right of exclusivity or "most favored nation" status to, or requires the conduct of business on a preferential basis with, any Person, or prevents or restricts in any material respect the Company or any of its Subsidiaries (or Parent or its Affiliates after the Effective Time) from entering, operating or soliciting employees in any geographic territory, other than license agreements for Intellectual Property limiting the Company's and its Subsidiaries' use of such Intellectual Property to specified fields of use or (B) grants to any Person any right of first refusal or right of first offer with respect to any material business, securities or assets of the Company or any of its Subsidiaries;

(xi) is between the Company or any Subsidiary, on the one hand, and (A) any officer or director thereof, or (B) to the Knowledge of the Company, any (1) record or beneficial owner of five percent (5%) or more of any class of voting securities of the Company (as such term is defined for purposes of the BHC Act), (2) Affiliate or family member of any such officer, director or record or beneficial owner, or (3) any other Affiliate of the Company or any of its Subsidiaries, on the other hand, except those of a type available to employees of the Company generally or pursuant to any Company employee benefit plan;

(xii) is entered into by Birch Bank with any Person that provides software application programming interfaces or other technology or methods through which such vendor markets, supports, or makes available services offered by Birch Bank to such Person's or Birch Bank's customers;

(xiii) is with each Top Vendor;

(xiv) relates to the Company's or any of its Subsidiaries' ownership of or investment in any business or enterprise (including investments in joint ventures, partnership arrangements and minority equity investments) other than any investments or business enterprises that are wholly owned by the Company or any of its Subsidiaries;

(xv) provides for or relates to any interest, currency or hedging, derivatives or similar Contracts or arrangements;

(xvi) is a collective bargaining agreement, labor union contract, trade union agreement or other Contract with any labor union, labor organization, works council or similar staff representative body;

(xvii) subject to Section 8.19, relates to the settlement of or resolution of any current or former Action (A) with, against or by any Governmental Authority, (B) that materially restricts or imposes obligations upon the Company or its Subsidiaries, taken as a whole, or (C) which would require the Company or any of its Subsidiaries to pay consideration of more than $100,000 after the date of this Agreement;

(xviii) relates to the acquisition, sale, transfer, or disposition by the Company or any of its Subsidiaries of any material assets or properties, or of the operating business or the Equity Interests of the Company, any of its Subsidiaries or in any other Person;

(xix) is a power of attorney;

(xx) provides for the payment of any cash or other compensation or benefits upon the consummation of the transactions contemplated by this Agreement;

(xxi) the Company or any of its Subsidiaries has advanced or loaned in excess of $100,000 to any other Person, other than any advances or loans made by Birch Bank in the ordinary course of business;

(xxii) is a settlement, conciliation, leniency or similar agreement;

(xxiii) is a confidentiality agreement or non-disclosure agreement that is still in effect;

(xxiv) is with any Governmental Authority not made in the ordinary course of business;

(xxv) purports to be binding on Affiliates of the Company (other than the Company's Subsidiaries);

(xxvi) (A) pursuant to which any material Intellectual Property is licensed to the Company or any of its Subsidiaries or under which any material Intellectual Property has been or is anticipated to be developed by or for the Company or any of its Subsidiaries, or (B) pursuant to which the Company or any of its Subsidiaries has granted to any Person any right or interest in any material Business Intellectual Property, in each case, excluding (1) licenses to Off-the-Shelf Software; (2) non-exclusive licenses granted by the Company or its Subsidiaries to customers in the ordinary course of business and on standard, non-negotiated terms; (3) Contracts under which a non-exclusive license to Intellectual Property is merely incidental to the transaction contemplated in such Contract; and (4) confidentiality and non-disclosure agreements entered into in the ordinary course of business; or

(xxvii) is otherwise material to the Company or any of its Subsidiaries whether or not entered into in the ordinary course of business.

(b) Except with respect to any Contract that has expired in accordance with its terms, been terminated or replaced prior to the date hereof, (i) subject to the Bankruptcy and Equity Exception, each Material Contract is valid and binding on the Company or any of its Subsidiaries to the extent such Person is a party thereto, as applicable, and to the Knowledge of the Company, each other party thereto, and is in full force and effect, except where the failure to be valid, binding or in full force and effect would not, individually or in the aggregate, reasonably be expected to be material and adverse to the Company and its Subsidiaries, taken as a whole, (ii) the Company and each of its Subsidiaries, and, to the Knowledge of the Company, any other party thereto, have performed all obligations required to be performed by it under each Material Contract, except where such nonperformance would not, individually or in the aggregate, reasonably be expected to be material and adverse to the Company and its Subsidiaries, taken as a whole, (iii) neither the Company nor any of its Subsidiaries have received written or, to the Knowledge of the Company, oral notice of the existence of any breach or default on the part of the Company or any of its Subsidiaries under any Material Contract, except where such breach or default would not, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, (iv) to the Knowledge of the Company, no counterparty under any Material Contract is in breach or default thereof, except where such breach would not, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, and (v) no counterparty to a Material Contract has notified the Company or its Subsidiaries that it intends to terminate or not renew a Material Contract, except where such breach or default would not, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. There exists no default or event of default or, to the Knowledge of the Company, event, occurrence, condition or act with respect to the Company or any of its Subsidiaries or, to the Knowledge of the Company, with respect to any other contracting party, which (with or without notice or lapse of time or both) would reasonably be expected to (A) become a default or event of default under any Material Contract or (B) give any third party (w) the right to declare a default or exercise any remedy under any Material Contract, (x) the right to a rebate, chargeback, refund, credit, penalty or change in delivery schedule under any Material Contract, (y) the right to accelerate the maturity or performance of any obligation of the Company or any of its Subsidiaries under any Material Contract, or (z) the right to cancel, terminate or modify in any material respect any Material Contract (it being understood that any modifications to payment terms or the duration of any Material Contract shall be deemed material). Neither the Company nor any of its Subsidiaries has assigned, delegated or otherwise transferred to any Person any of its rights, title or interest under any such Material Contract.

(c) As of the date hereof, except as set forth in Section 3.17(b) of the Company Disclosure Letter, the Company has made available to Parent true, correct and complete copies of the Material Contracts, together with all amendments, exhibits, attachments, waivers or other changes. Except as set forth on Section 3.17(c) of the Company Disclosure Letter, all Material Contracts to which the Company or any of its Subsidiaries is a party, by which the Company or any of its Subsidiaries or any of its or their assets or properties are bound, or in respect of which the Company or any of its Subsidiaries receives revenue, in each case that are required to be disclosed under this Agreement, are in written form.

SECTION 3.18. Top Vendors.

(a) Section 3.18 of the Company Disclosure Letter sets forth a true, correct and complete list of the top twenty (20) vendors (each, a "Top Vendors") by the aggregate dollar amount of payments to or from, as applicable, such supplier during calendar years 2024 and 2025 and the two (2) months ended February 28, 2026. Section 3.18 of the Company Disclosure Letter also sets forth, for each such supplier, the aggregate payments from such Person to the Company and its Subsidiaries during such periods.

(b) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, in the three (3) years prior to the date of this Agreement, (i) there has been no termination of or a failure to renew the business relationship of the

Company or its Subsidiaries with any Top Vendor, (ii) there has been no change in the material terms of the business relationship of the Company or any of its Subsidiaries with any Top Vendor, and (iii) no Top Vendor has notified the Company or any of its Subsidiaries that it intends to terminate, not renew or change the pricing or other terms of its business.

SECTION 3.19. Insurance. The Company and its Subsidiaries own or hold policies of insurance (including, with respect to Birch Bank, a fidelity bond complying with OCC regulations), in amounts providing reasonably adequate coverage against all risks customarily insured against by companies in similar lines of business as the Company and its Subsidiaries. All such insurance policies are in full force and effect except for any expiration thereof in accordance with the terms thereof and all premiums and other payments due on such insurance policies have been paid in full. As of the date hereof, no written notice of cancellation or modification has been received other than in connection with renewals in the ordinary course of business, and to the Knowledge of the Company, no termination of any such policies is threatened. There are no material claims pending under any of the insurance policies for which coverage has been denied or disputed by the applicable insurance carrier or for which a carrier has provided a notice of reservation of rights. There is no existing default or, to the Knowledge of Company, event which, with the giving of notice or lapse of time or both, would constitute a default by any insured under such insurance policies. The Company has made available to Parent a list of, and true and correct copies of, all material insurance policies and fidelity bonds relating to the assets, business, operations, employees, officers or directors of the Company and its Subsidiaries.

SECTION 3.20. No Rights Agreement; Anti-Takeover Provisions.

(a) The Company is not party to a stockholder rights agreement, "poison pill" or similar anti-takeover agreement or plan.

(b) Assuming the accuracy of the representations and warranties set forth in Section 4.13, as a result of the approval by the Board of Directors of the Company referred to in Section 3.03(b), no "business combination", "control share acquisition", "fair price", "moratorium" or other anti-takeover Law (each, a "Takeover Law") applies or will apply to the Company pursuant to this Agreement or the Transactions.

SECTION 3.21. Community Reinvestment Act Performance. Birch Bank is an "insured depository institution" as defined in the Federal Deposit Insurance Act and applicable regulations thereunder, has received a Community Reinvestment Act rating of "satisfactory" or better in its most recently completed performance evaluation, and Birch Bank has no Knowledge of the existence of any fact or circumstance or set of facts or circumstances which could reasonably be expected to result in Birch Bank having its current rating lowered such that it is no longer "satisfactory" or better.

SECTION 3.22. Agreements with Governmental Authorities. Subject in all cases to Section 8.19, neither the Company nor any of its Subsidiaries is subject to any cease-and-desist or other order or formal or informal enforcement action issued by, or is a party to any written agreement, consent agreement, memorandum of understanding or settlement with, or is a party to any commitment letter, safety and soundness compliance plan, or similar undertaking to, or is subject to any Judgment or directive by, or has been ordered to pay any civil money penalty by, or has been a recipient of any supervisory letter from, or has adopted any policies, procedures or board resolutions at the request, direction or suggestion of any, Governmental Authority that currently restricts in any respect the conduct of its business or that in any manner relates to its capital adequacy, liquidity management, its ability to pay dividends, its credit or risk management policies, its management, its business, or Birch Bank's acceptance of brokered deposits (each, whether or not set forth in the Company Disclosure Letter, a "Birch Regulatory Agreement"), nor has the Company or any of its Subsidiaries been advised in writing or, to the Knowledge of the Company, orally, by any Governmental Authority that Birch Bank is in troubled condition or that the Governmental Authority is considering issuing, initiating, ordering, or requesting any such Birch Regulatory Agreement.

SECTION 3.23. Investment Securities.

(a) The Company and each of its Subsidiaries has good title in all material respects to all securities and commodities owned by it (except those sold under repurchase agreements, pledged to secure deposits of public funds, borrowings of federal funds or borrowings from the Federal Reserve Banks or Federal Home Loan Banks or held in any fiduciary or agency capacity), free and clear of any Lien, except (i) as set forth in the financial statements of the Company, and (ii) to the extent such securities or commodities are pledged in the ordinary course of business to secure obligations of the Company and its Subsidiaries. Such securities are valued on the books of the Company in accordance with the Accounting Standards.

(b) The Company and each of its Subsidiaries employs, to the extent applicable, investment, securities, risk management and other policies, practices and procedures that Company believes are prudent and reasonable in the context of their respective businesses, and to the Knowledge of the Company, the Company and each of its Subsidiaries is, and have, since January 1, 2023, been in compliance with such policies, practices and procedures in all material respects.

SECTION 3.24. Derivative Instruments and Transactions. All Derivative Transactions whether entered into for the account of the Company or any of its Subsidiaries or by the Company or any of its Subsidiaries for the account of a customer of the Company or any of its Subsidiaries (a) were entered into in the ordinary course of business and in accordance with applicable rules, regulations and policies of all applicable Governmental Authorities, (b) are legal, valid and binding obligations of the Company or any of its Subsidiaries party thereto and, to the Knowledge of the Company, each of the counterparties thereto, and (c) are in full force and effect and enforceable in accordance with their terms, subject to the Bankruptcy and Equity Exception. The Company and each of its Subsidiaries and, to the Knowledge of the Company, the counterparties to all such Derivative Transactions, have duly performed, in all material respects, their obligations thereunder to the extent that such obligations to perform have accrued. To the Knowledge of the Company, there are no material breaches, violations or defaults or allegations or assertions of such by any party pursuant to any such Derivative Transactions. The financial position of the Company and its Subsidiaries on a consolidated basis under or with respect to each such Derivative Transaction has been reflected in the books and records of the Company and its Subsidiaries in accordance with the Accounting Standards.

SECTION 3.25. Loan Matters.

(a) The Company has made available for Parent's review in writing (which shall include the review of electronic records) true, complete and correct information regarding the Loans as of March 31, 2026, including: (i) the borrower, (ii) the maximum credit limit, (iii) the commitment amount, (iv) the maturity date, (v) the outstanding principal balance, (vi) the applicable interest rate, (vii) the accrued and unpaid interest, (viii) the amount such Loan is overadvanced relative to any applicable borrowing base or other sub-limit provided for (if any), as applicable, and (ix) whether the borrower is in default under any of the applicable Loan Documents, or whether the Loan is (A) on a non-accrual status or (B) classified as a Criticized Loan.

(b) Each Loan currently outstanding (i) is evidenced by notes, agreements or other evidences of indebtedness that are true, complete and what they purport to be, (ii) to the extent secured, has been secured by valid Liens which have been perfected and (iii) is a legal, valid and binding obligation of the obligor named therein, and assuming due authorization, execution and delivery thereof by such obligor or obligors, enforceable in accordance with its terms (except as may be limited by the Bankruptcy and Equity Exception). The notes or other credit or security documents with respect to each such outstanding Loan were in compliance in all material respects with all applicable Laws at the time of origination or purchase by the Company or any of its Subsidiaries and are true, complete and correct in all material respects. To the Knowledge of the Company, none of the Loans is subject to any material offset or claim of offset and the aggregate loan balances in excess of Birch Bank's allowance for loan and lease losses are, based on past loan experience and as determined in accordance with applicable accounting and regulatory requirements, collectible in accordance with their terms and all uncollectible loans have been charged off. Birch Bank has not engaged in fraud or made any material and intentional misrepresentation with respect to any Loan. Notwithstanding anything to the contrary contained in this Agreement, the Company makes no representation or warranty with respect to (a) the collectability or financial ability of any borrower or guarantor to pay any Loan, other than the representations made herein regarding the existence of and adherence to Birch Bank's underwriting and lending policies and applicable lending Laws, or (b) the sufficiency of the amount of collateral with respect to any Loan, but, for the avoidance of doubt, not the priority or perfection of any security interest or similar legal rights with respect to such collateral.

(c) Each outstanding Loan (including Loans held for resale to investors) was solicited and originated, and is and has been administered and, where applicable, serviced, and the relevant Loan files are being maintained, in all material respects in accordance with the relevant notes or other credit or security documents, the Company and its Subsidiaries' loan policies, the Company and its

Subsidiaries' written underwriting standards (including the Company's credit policy) (and, in the case of Loans held for resale to investors, the underwriting standards, if any, of the applicable investors), the Company's origination procedures and exceptions processes and with all applicable requirements of Laws.

(d) Except as set forth in Section 3.25(d) of the Company Disclosure Letter, none of the Contracts pursuant to which the Company or any of its Subsidiaries has sold Loans or pools of Loans or participations in Loans or pools of Loans contains any obligation to repurchase such Loans or interests therein solely on account of a payment default by the obligor on any such Loan, nor does the Company or any of its Subsidiaries have any obligation to repurchase a Loan or a participation in a Loan except as would not have a Company Material Adverse Effect. Each Loan included in a pool of Loans originated, securitized or acquired by the Company or any of its Subsidiaries (a "Pool") meets all eligibility requirements (including all applicable requirements for obtaining mortgage insurance certificates and Loan guaranty certificates) for inclusion in such Pool. All such Pools have been finally certified or, if required, recertified in accordance with all applicable Laws, rules and regulations, except where the time for certification or recertification has not yet expired. No Pools have been improperly certified, and, except as would not be material to the Company or any of its Subsidiaries, no Loan has been bought out of a Pool without all required approvals of the applicable investors.

(e) (i) Section 3.25(e) of the Company Disclosure Letter sets forth a true, complete and correct list of all Loans as of February 28, 2026, by the Company to any directors, executive officers and principal stockholders (as such terms are defined in Regulation O of the Federal Reserve Board (12 C.F.R. Part 215) ("Regulation O")) of the Company or any of its Subsidiaries, (ii) there are no employee, officer, director, principal stockholder or other affiliate Loans on which the borrower is paying a rate other than that reflected in the note or other relevant credit or security agreement or on which the borrower is paying a rate which was not in compliance with Regulation O, and (iii) all such Loans are and were originated in compliance in all material respects with all applicable Laws.

(f) Section 3.25(f) of the Company Disclosure Letter sets forth a true, complete and correct list of all Loans with an outstanding balance in excess of $100,000 as of March 31, 2026 (i) as to which the Company or any of its Subsidiaries has waived its right to collect interest or (ii) providing for an interest rate that is not consistent with the Company's written policies for Loan pricing in effect as of the date of this Agreement or were in effect as of the time such Loan was made.

(g) Subject to Section 8.19, neither the Company nor any of its Subsidiaries is now, nor has it ever been, subject to any material fine, suspension, settlement or other Contract or other administrative agreement or sanction by, or any reduction in any loan purchase commitment from, any Governmental Authority relating to the origination, sale or servicing of mortgage or consumer Loans.

(h) Except as set forth in Section 3.25(h) of the Company Disclosure Letter, all Loans have been originated, processed, underwritten, closed, funded, insured, sold or acquired, serviced and subserviced (including all loan application, loss mitigation, loan modification, foreclosure and real property administration activities), and all disclosures required by applicable Law made by the Company or any of its Subsidiaries in connection with the Loans have been provided to the borrowers thereof, in each case, in accordance with all applicable Law in all material respects. Except as set forth in Section 3.25(h) of the Company Disclosure Letter, no Loans were originated by any person other than the Company or one of its Subsidiaries. To the Knowledge of the Company, no fraud or material error, omission, misrepresentation, mistake or similar occurrence has occurred on the part of the Company or its Subsidiaries, or any third party servicer in connection with the origination or servicing of any Loans. Neither the Company nor any of its Subsidiaries has any obligation or potential obligation to repurchase or reacquire from any person any Loan or any collateral securing any Loan, whether by Contract or otherwise.

SECTION 3.26. Deposits.

(a) All of the deposits held by Birch Bank (including the records and documentation pertaining to such deposits) have been established and are held in material compliance with (a) all applicable policies, practices and procedures of Birch Bank and (b) all applicable Laws, including AML Law and anti-terrorism or embargoed Persons requirements. All deposit account applications have been solicited, taken and evaluated and applicants notified in a manner that materially complied with all applicable Laws. All deposit accounts have been maintained and serviced by the Company or its Affiliates materially in accordance with the deposit account agreements and the Company's applicable policies, practices and procedures. The terms and conditions of each deposit account materially comply with the applicable deposit account agreement to which they relate. All of the deposits held by Birch Bank are insured to the maximum limit set by the FDIC, and the FDIC premium and all assessments have been fully paid, and no proceedings for the termination or revocation of such insurance are pending, or, to the Knowledge of the Company, threatened.

(b) Birch Bank is not prohibited from soliciting, accepting, renewing, or otherwise taking any "brokered" deposits (as such term is defined in 12 C.F.R. § 337.6(a)(2)) and, to the Knowledge of the Company, there are no existing facts or circumstances that would cause any such prohibition to become applicable to Birch Bank.

SECTION 3.27. Allowance for Credit Losses. The allowance for credit losses ("ACL") reflected in the financial statements of the Company was, as of the date of each of the financial statements of the Company, in compliance with the Company's existing methodology for determining the adequacy of the ACL and in compliance with the standards established by the applicable Governmental Authority, the Financial Accounting Standards Board and the

Accounting Standards, and, as reasonably determined by management under the circumstances, was adequate.

SECTION 3.28. Transactions with Affiliates and Insiders. Except as set forth in Section 3.28 of the Company Disclosure Letter, there are no Contracts, plans, arrangements or other transactions, including extensions of credit, between the Company or any Subsidiary, on the one hand, and (a) any officer, director or record or beneficial owner of five percent (5%) or more of the voting securities of any such entity, (b) to the Knowledge of the Company, any (i) record or beneficial owner of five percent (5%) or more of the voting securities of the Company or (ii) Affiliate or family member of any such officer, director or record or beneficial owner, or (c) any other Affiliate of the Company or its Subsidiaries, except those, in each case clauses (a)–(c), of a type available to employees of the Company or its Subsidiaries generally and, in the case of Birch Bank, that are in compliance with Regulation O and Regulation W.

SECTION 3.29. Selected Activities. Neither the Company nor any Subsidiary: (a) provides investment management, investment advisory, or sub-advisory services to any Person that is required to register with the SEC as an investment adviser under the Investment Advisers Act of 1940; (b) is a broker-dealer required to be registered under the Exchange Act with the SEC; or (c) conducts insurance operations that require a license from any national, state, or local Governmental Authority under any applicable Law.

SECTION 3.30. Opinion of Financial Advisors. The Board of Directors of the Company has received the written opinion (or an oral opinion to be confirmed in writing) of Piper Sandler & Co. (the "Company Opinion Provider") to the effect that, as of the date of such opinion, and based upon and subject to, among other things, the assumptions made, procedures followed, matters considered and conditions, qualifications, and limitations on the review undertaken by the Company Opinion Provider in connection with such opinion, the Merger Consideration is fair to the holders of Company Common Stock from a financial point of view. A written copy of such opinion shall be provided to Parent solely for informational purposes, promptly following the date of this Agreement.

SECTION 3.31. Brokers and Other Advisors. Except for the Company Opinion Provider and any other party(ies) set forth in Section 3.31 of the Company Disclosure Letter, the fees and expenses of which will be paid by the Company, no broker, investment banker, financial advisor, consultant, intermediary, finder or other Person is entitled to any investment banking, brokerage, broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company or any of its Subsidiaries. Copies of the engagement letter with the Company Opinion Provider have been made available to Parent.

ARTICLE IV

Representations and Warranties of Parent and Merger Sub

Parent and Merger Sub jointly and severally represent and warrant to the Company that, except as (A) set forth in the confidential disclosure letter delivered by Parent and Merger Sub to the Company concurrently with or prior to the execution of this Agreement (the "Parent

Disclosure Letter") (it being understood that any information, item or matter set forth in one section or subsection of the Parent Disclosure Letter shall be deemed disclosed with respect to, and shall be deemed to apply to and qualify, the section or subsection of this Agreement to which it corresponds in number and each other section or subsection of this Agreement to the extent that it is reasonably apparent on its face that such information, item or matter is relevant to such other section or subsection) or (B) disclosed in any report, schedule, form, statement, certification or other document (including exhibits) filed with, or furnished to, the SEC by Parent and publicly available prior to the date that is one (1) Business Day prior to the execution of this Agreement (the "Parent Filed SEC Documents"), excluding any disclosure in any such Parent Filed SEC Document contained in the "Risk Factors" section thereof or other similarly cautionary, forward-looking or predictive statements in such Parent Filed SEC Documents (other than any such disclosures to the extent constituting statements of present fact): provided, however, that any such disclosures in such Parent Filed SEC Documents shall be deemed to qualify a representation or warranty only if it is reasonably apparent on the face of such disclosure that such information is relevant to such representation or warranty.

SECTION 4.01. Organization; Standing. Parent is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware and Merger Sub is a limited liability company duly incorporated, validly existing under the Laws of the State of Delaware and is in good standing with the DE SOS. Each of Parent and Merger Sub has all requisite power and authority necessary to carry on its business as it is now being conducted and is duly licensed or qualified to do business (where such concept is recognized under applicable Law) and is in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not have a Parent Material Adverse Effect. Parent has made available to the Company true, complete and correct copies of Parent's and Merger Sub's certificates of incorporation, bylaws or comparable governing documents, as applicable, each as amended as of the date of this Agreement, and each as made available to Company is in full force and effect, and neither the Parent nor Merger Sub is in violation of any of the provisions thereof in any material respect.

SECTION 4.02. Authority; Noncontravention.

(a) Each of Parent and Merger Sub has all necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Transactions. The Board of Directors of Parent has adopted resolutions approving the execution, delivery and performance by Parent of this Agreement and the consummation of the Transactions, which resolutions have not been subsequently rescinded, modified or withdrawn. Parent, in its capacity as the managing member of Merger Sub, has (i) determined that it is in the best interests of Merger Sub, and declared it advisable, that Merger Sub enter into this Agreement and the Transactions, including the Mergers, (ii) adopted a resolution which declares that the Transactions are advisable on substantially the terms and conditions set forth or referred to in the resolution, and (iii) approved and adopted this Agreement and the consummation by Merger Sub of the Transactions by written consent in accordance with the DGCL and the DLLCA.

Other than filing the Certificate of Merger with the DE SOS pursuant to the DGCL and the DLLCA and as otherwise expressly set forth in this Section 4.02(a), and for the avoidance of doubt, subject to the filing of any materials with a Governmental Authority necessary for receipt of the Regulatory Approvals, no other corporate action (including any stockholder vote or other action) on the part of Parent or Merger Sub is necessary to authorize the execution, delivery and performance by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the Transactions. This Agreement has been duly executed and delivered by Parent and Merger Sub and, assuming due authorization, execution and delivery hereof by the Company, constitutes a legal, valid and binding obligation of each of Parent and Merger Sub, enforceable against each of them in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) Neither the execution and delivery of this Agreement by Parent and Merger Sub, nor the consummation by Parent or Merger Sub of the Transactions, nor performance or compliance by Parent or Merger Sub with any of the terms or provisions hereof, will (with or without notice or lapse of time or both) (i) conflict with or violate any provision of the articles of incorporation, certificate of formation, bylaws, operating agreement or other comparable charter or organizational documents of Parent or Merger Sub or (ii) assuming that the consents, approvals, orders, licenses, permits and authorizations referred to in Section 4.07 are obtained prior to the Effective Time and the filings, declarations, notifications and registrations referred to in Section 4.07 are made and any waiting periods thereunder have terminated or expired prior to the Effective Time, (x) violate any Law or Judgment applicable to Parent, Merger Sub or any of their respective Subsidiaries or by which any of their respective properties or assets are bound or affected or (y) violate, conflict with, breach, constitute a default under (with or without notice or lapse of time, or both), or give rise to or result in any right of termination, payment, modification, right of first refusal, or cancellation of, or approval, consent or notice under, Contract or Permit to which Parent, Merger Sub or any of their respective Subsidiaries is a party or accelerate Parent's, Merger Sub's or any of their respective Subsidiaries', if applicable, obligations under any such Contract, except, in the case of clause (ii), as would not have a Parent Material Adverse Effect.

SECTION 4.03. Capitalization.

(a) The authorized capital stock of Parent consists of 500,000,000 shares of Parent Common Stock and 1,000,000 shares of preferred stock, par value $0.0001 per share ("Parent Preferred Shares"). At the close of business on the Capitalization Date, (i) 85,377,560 shares of Parent Common Stock were issued and outstanding, and (ii) no Parent Preferred Shares were issued or outstanding. The shares of Parent Common Stock comprising the Stock Consideration have been duly authorized and, when issued pursuant to this Agreement, will be validly issued, fully paid and non-assessable, and no stockholder of Parent will have any preemptive right of subscription or purchase in respect thereof.

(b) All of the issued and outstanding membership interests of Merger Sub are, and at the Effective Time will be, owned, directly or indirectly, by Parent, and there are (i) no other Equity Interests or voting securities of Merger Sub, (ii) no securities of Merger Sub convertible into or exchangeable for Equity Interests or other voting securities of Merger Sub and (iii) no options or other rights to acquire from Merger Sub, and no obligations of Merger Sub to issue, any Equity Interests, other voting securities or securities convertible into or exchangeable for Equity Interests or other voting securities of Merger Sub. Merger Sub has not conducted any business prior to the date of this Agreement and has no, and prior to the Effective Time will have no, assets, liabilities or obligations of any nature other than those incidental to its formation and pursuant to this Agreement and the Transactions.

(c) Except as set forth in Section 4.03(a), as of the date of this Agreement, there are no preemptive or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements, calls, commitments or rights of any kind that obligate Parent or any Subsidiary of Parent to issue or sell any shares of capital stock or other equity or voting securities of Parent or any of Subsidiary of Parent or any securities or obligations convertible or exchangeable into or exercisable for, or giving any Person a right to subscribe for or acquire from Parent or any Subsidiary of Parent, any equity or voting securities of Parent or any Subsidiary of Parent, and no securities or obligations evidencing such rights are authorized, issued or outstanding. Parent does not have outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the stockholders of Parent on any matter.

SECTION 4.04. Parent SEC Documents; Financial Statements; Information Supplied.

(a) Parent has timely filed with, or furnished to, as applicable, the SEC all reports, schedules, forms, statements, prospectuses and other documents required to be filed with, or furnished to, the SEC by Parent pursuant to the Securities Act or the Exchange Act, together with all certifications required pursuant to the Sarbanes-Oxley Act, in each case, since January 1, 2023 (collectively, such documents and any other documents filed or furnished by Parent with the SEC, as they have been supplemented, modified or amended since the time of filing, the "Parent SEC Documents"). As of their respective effective dates, or if amended or supplemented, as of the date of the last such amendment or supplement, the Parent SEC Documents complied in all material respects with the requirements of the Securities Act and the Exchange Act, as the case may be, and the applicable rules and regulations promulgated thereunder, and none of the Parent SEC Documents at the time it was filed (or, if amended or supplemented, as of the date of the last amendment or supplement) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Since January 1, 2023, no executive officer of Parent has failed to make the certifications required by him or her under Section 302 or 906 of the Sarbanes-Oxley Act, with respect to any Parent SEC Document, except as disclosed in certifications filed with the Parent SEC Documents.

(b) The consolidated financial statements of Parent (including all related notes or schedules) included or incorporated by reference in the Parent SEC Documents, as of their respective dates of filing with the SEC (or, if such Parent SEC Documents were amended or supplemented prior to the date hereof, the date of the filing of such amendment or supplement), are true, complete, and correct in all material respects, complied as to form in all material respects with the rules and regulations of the SEC with respect thereto, have been prepared in all material respects in accordance with the Accounting Standards (except, in the case of unaudited quarterly financial statements, as permitted by Form 10-Q of the SEC or other rules and regulations of the SEC and subject to normal year-end adjustments and the absence of complete footnotes) applied on a consistent basis during the periods involved (except (i) as may be indicated in the notes thereto or (ii) as permitted by Regulation S-X) and fairly present in all material respects the consolidated financial position of Parent and its consolidated Subsidiaries as of the dates thereof and the consolidated statements of operations and consolidated statements of cash flows of Parent and its consolidated Subsidiaries for the periods covered thereby (subject, in the case of unaudited quarterly financial statements, to normal year-end adjustments), in accordance with the Accounting Standards, none of which, if presented, would be material to Parent and its consolidated Subsidiaries in accordance with the Accounting Standards, none of which, if presented, would be material to Parent and its consolidated Subsidiaries.

(c) Parent has established and maintains disclosure controls and procedures and a system of internal controls over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 under the Exchange Act) as required by Rule 13a-15 under the Exchange Act. Such controls, procedures and systems are designed to provide reasonable assurances (i) that all material information required to be disclosed by Parent in the Parent SEC Documents is recorded and made known on a timely basis to the individuals responsible for the preparation of the Parent SEC Documents, (ii) that transactions are recorded as necessary to permit preparation of financial statements in conformity with the Accounting Standards, (iii) that transactions are executed only in accordance with the authorization of management and (iv) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of Parent's properties or assets. Parent's management has completed an assessment of the effectiveness of Parent's internal control over financial reporting in compliance with the requirements of Section 404 of the Sarbanes-Oxley Act for the year ended December 31, 2025, and such assessment concluded that such controls were effective.

(d) As of the date hereof, neither Parent nor, to the Knowledge of Parent, Parent's independent registered public accounting firm has (i) identified or been made aware of "significant deficiencies" or "material weaknesses" (as defined by the Public Company Accounting Oversight Board) in the design or operation of Parent's internal controls over financial reporting which are reasonably likely to adversely affect Parent's ability to record, process, summarize and report financial information, or (ii) any fraud, whether or not material, that involves management other employees who have a significant role in Parent's internal control over financial reporting. Since January 1, 2023, there have not been any material investigations of any current or former officers of Parent or any of its Subsidiaries.

(e) The information supplied by or on behalf of Parent or Merger Sub or their respective Subsidiaries or any Representative of Parent or Merger Sub or their respective Subsidiaries to be contained in, included in or incorporated by reference in, the Transaction SEC Filings, including any amendment or supplement thereto and any other document incorporated or referenced therein, will not, (i) in the case of the Registration Statement at the SEC Clearance Date, (ii) in the case of the Registration Statement, at the time first sent or given to the stockholders of the Company, and (iii) in the case of the Transaction SEC Filings, at the time of the Company Stockholders' Meeting and at the time of any amendment or supplement thereof, contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. Notwithstanding the foregoing, Parent makes no representation or warranty with respect to statements made or incorporated by reference therein based on information supplied by or on behalf of Parent or any of its respective Representatives for inclusion or incorporation by reference in the Transaction SEC Filings.

(f) Since January 1, 2023 to the date of this Agreement, (i) neither Parent nor any of its Subsidiaries, nor, to the Knowledge of Parent, any director, officer, auditor, accountant or representative of Parent or any of its Subsidiaries, has received or otherwise had or obtained Knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Parent or any of its Subsidiaries or their respective internal accounting controls relating to periods after January 1, 2023, including any material complaint, allegation, assertion or claim that Parent or any of its Subsidiaries has engaged in questionable accounting or auditing practices, and (ii) no employee of Parent or any of its Subsidiaries or attorney representing Parent or any of its Subsidiaries, whether or not employed by Parent or any of its Subsidiaries, has reported evidence of a material violation of securities laws or breach of fiduciary duty by Parent or any of its Subsidiaries or any of their respective officers, directors, employees or agents to the Board of Directors of Parent or any committee thereof or the Board of Directors or similar governing body of any Subsidiary of Parent or any committee thereof or, to the Knowledge of Parent, to any director or officer of Parent or any of its Subsidiaries.

(g) Parent is and since January 1, 2023 has been in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the NYSE.

SECTION 4.05. Absence of Certain Changes.

(a) From December 31, 2023 through the date of this Agreement, except for the execution and performance of this Agreement and the discussions, negotiations and transactions related thereto and to any transaction of the type contemplated by this Agreement, the business of Parent and its Subsidiaries has been carried on and conducted in the ordinary course of business in all material respects.

(b) Since December 31, 2023, there has not been any Parent Material Adverse Effect or any effect, change, event, condition, development, occurrence or state of circumstances or facts that would reasonably be expected to have a Parent Material Adverse Effect.

SECTION 4.06. Compliance with Laws.

(a) Parent and each of its Subsidiaries are, and have been since January 1, 2023, in compliance with and not in default under or violation of all Laws, Judgments or conditions imposed in writing by a Governmental Authority applicable to Parent or any of its Subsidiaries, except where such failure to be in compliance or default or violation would not have a Parent Material Adverse Effect.

(b) Parent and each of its Subsidiaries hold all Permits necessary for the lawful conduct of their respective businesses and to own, lease and operate their respective properties and assets, except where the failure to hold such Permits would not have a Parent Material Adverse Effect. All such Permits are in full force and effect and no suspension, revocation, conditioning or cancellation of any of such Permits is pending or, to the Knowledge of the Parent, threatened, except where the failure to be in possession of or be in full force and effect, or the suspension, revocation, conditioning or cancellation of, any of such Permits would not have a Parent Material Adverse Effect.

(c) Since January 1, 2023, neither Parent nor any of its Subsidiaries has received any written notice that Parent or any of its Subsidiaries is not in compliance with or in default under violation of any Law applicable to Parent or any of its Subsidiaries or any Permit, except for such failure to be in compliance or default or violation would not have a Parent Material Adverse Effect. There are no Actions pending or, to the Knowledge of the Parent, threatened, that would reasonably be expected to result in the revocation, withdrawal, suspension, non-renewal, termination, revocation, or adverse modification or limitation of any Permit, except as would not have a Parent Material Adverse Effect.

(d) Parent and Merger Sub and each of its and their respective directors, officers and employees acting in such capacity are and, to the Knowledge of Parent, each of its and their other Representatives acting on its or their behalf, is and have been in compliance with all AML Laws. Each of Parent and its Subsidiaries, as applicable, has adopted, implemented and maintains an anti-money laundering program, including policies and procedures, in accordance with each such entity's obligations under AML Laws. None of Parent, Merger Sub, or each of its and their respective directors, officers and employees acting in such capacity are or, to the Knowledge of Parent, each of its and their other Representatives acting on its or their behalf, has engaged in or been convicted of any Law pertaining to the use of proceeds of crime, any "specified unlawful activity" as defined in 18 U.S.C. § 1956 or any other predicate offense to money laundering.

(e) Except as would not have a Parent Material Adverse Effect, Parent and Merger Sub and, to the Knowledge of Parent, each of its and their respective directors, officers and employees acting in such capacity and each of its and their Representatives and agents acting on its or their behalf, is and has been in compliance with all Consumer Protection Laws.

(f) Neither Parent nor any of its Subsidiaries, nor, to the Knowledge of Parent, any of its and their respective directors, officers, and employees acting in such capacity, nor any of its and their Representatives and/or agents acting on its or their behalf, is a Person that is, or is owned or controlled by a Person that since January 1, 2023 is or has been, a Restricted Party.

(g) Parent, its Subsidiaries and, to the Knowledge of Parent, acting in such capacity, their respective directors, officers, employees, Representatives, and agents are, and have at all times since January 1, 2023 been, in material compliance with any applicable Sanctions and Export-Import Laws.

(h) None of Parent, its Subsidiaries nor, to the Knowledge of Parent, acting in such capacity, their respective directors, officers, employees, Representatives, and agents is engaged, or has at any time since January 1, 2023 been engaged, in any dealings directly or indirectly with any Restricted Party.

(i) Except as would not have a Parent Material Adverse Effect, since January 1, 2023, neither Parent nor any of its Subsidiaries has conducted or initiated any internal investigation, review or audit, or made a voluntary, directed, or involuntary disclosure to any Governmental Authority or third party with respect to any alleged or suspected act or omission arising under or relating to any potential noncompliance with any applicable Anti-Corruption Laws, AML Laws, Sanctions, Export-Import Laws or Consumer Protection Laws;

(j) Except as would not have a Parent Material Adverse Effect, since January 1, 2023, none of Parent, its Subsidiaries, or, to the Knowledge of the Parent, any of their respective directors, officers, employees, Representatives, or agents acting in such capacity has (A) received any notice, request or citation relating to any actual or potential noncompliance with any applicable AML Laws or Consumer Protection Laws or (B) has Knowledge of any claim, action, suit, proceeding, or investigation relating to actual or potential noncompliance with any applicable Anti-Corruption Laws, AML Laws, Sanctions, Export-Import Laws or Consumer Protection Laws;

(k) Except as would not have a Parent Material Adverse Effect, Parent and its Subsidiaries (A) maintain an adequate system of internal controls reasonably designed to prevent and detect violations of Anti-Corruption Laws, AML Laws, Sanctions, Export-Import Laws and Consumer Protection Laws, and (B) have implemented and have at all times since January 1, 2023 maintained an operational and effective anti-corruption compliance program that includes, at a minimum, policies, procedures and training intended to detect, prevent and deter violations of applicable Anti-Corruption Laws, AML Laws, Sanctions, Export-Import Laws and Consumer Protection Laws.

SECTION 4.07. Governmental Approvals.

(a) Except for (a) compliance with the applicable requirements of the Securities Act and the Exchange Act, including the filing with the SEC of the Registration Statement, (b) compliance with the rules and regulations of the NYSE, (c) the filing of the Certificate of Merger with the DE SOS pursuant to the DGCL and the DLLCA, (d) the Regulatory Approvals, and (e) compliance with any applicable state securities or blue sky laws, no consent, approval, order, license, permit or authorization of, or filing, declaration, notification or registration with, any Governmental Authority is necessary for the execution and delivery of this Agreement by each of Parent and Merger Sub, the performance by each of Parent and Merger Sub of its obligations hereunder and the consummation by each of Parent and Merger Sub of the Transactions, other than such other consents, approvals, orders, licenses, permits, authorizations, filings, declarations, notifications or registrations that, if not obtained, made or given, would not have a Parent Material Adverse Effect.

(b) Neither Parent nor Merger Sub has Knowledge of any facts or circumstances that may prevent or unreasonably delay Parent's or Merger Sub's receipt of the Regulatory Approvals or result in any Burdensome Condition in relation to the same.

SECTION 4.08. Operations of Merger Sub. Merger Sub was formed solely for the purpose of engaging in the Transactions, has no liabilities or obligations of any nature other than those incident to its formation and pursuant to the Transactions, and as of immediately prior to the Effective Time, will not have engaged in any other business activities other than those relating to the Transactions and will have no liabilities other than those contemplated by this Agreement.

SECTION 4.09. Sufficiency. Assuming the satisfaction of the conditions set forth in Section 6.01 and Section 6.02, at the Closing, Parent will have sufficient funds available to it (including cash, available lines of credit or other sources of immediately available funds) to enable Merger Sub and the Surviving Company to pay the aggregate Merger Consideration and any other amounts required to be paid in connection with the consummation of the Transactions and to pay all related fees and expenses, and there is no restriction on the use of such cash for such purposes. Parent has the financial resources and capabilities to fully perform all of its obligations under this Agreement.

SECTION 4.10. Certain Arrangements. There are no Contracts or other arrangements or understandings (whether oral or written and whether or not legally binding) or commitments to enter into Contracts or other arrangements or understandings (whether oral or written and whether or not legally binding) between Parent, Merger Sub, or any of their Subsidiaries, on the one hand, and any member of the Company's management or Board of Directors or any beneficial owner of shares of Company Common Stock, on the other hand, pursuant to which any stockholder of the Company would be entitled to receive value or consideration of a different amount or nature than the Merger Consideration or pursuant to which any stockholder of the Company agrees to vote to adopt this Agreement or the Mergers or agree to vote against or otherwise oppose any Superior Proposal.

SECTION 4.11. Brokers and Other Advisors. Except for Moelis & Company, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Parent, Merger Sub or any of their respective Subsidiaries, except for Persons, if any, whose fees and expenses will be paid by Parent.

SECTION 4.12. Legal Proceedings. As of the date hereof, except as would not have a Parent Material Adverse Effect, there is no (a) pending or, to the Knowledge of Parent and Merger Sub, threatened Action against Parent or Merger Sub or any of their respective Subsidiaries or (b) Judgment imposed upon Parent or Merger Sub or any of their respective Subsidiaries, in each case, by or before any Governmental Authority. As of the date of this Agreement, there is no Action or Judgment pending or, to the Knowledge of Parent, threatened, seeking to prevent, hinder, modify, delay or challenge the Transactions. To the Knowledge of Parent, except as would not have a Parent Material Adverse Effect, there are no pending or threatened material investigations or whistleblower complaints, whether formal or informal, with respect to Parent or any of its Subsidiaries.

SECTION 4.13. Ownership of Equity of the Company. Neither Parent nor Merger Sub nor any of their respective controlled Affiliates owns any shares of Company Common Stock or is or has been an "Interested Stockholder" (as currently defined in Section 3(k) of the Articles of Incorporation of the Company) of the Company during the three (3) years prior to the date hereof.

SECTION 4.14. No Foreign Persons. Neither Parent nor Merger Sub is, or is acting on behalf of, a "foreign person", as such term is defined in the DPA. Neither Parent nor Merger Sub is an entity over which "control" is exercised or exercisable by a "foreign person", as such terms are defined in the DPA. Neither Parent nor Merger Sub is permitting any "foreign person" (as such term is defined in the DPA) affiliated with Parent or Merger Sub to obtain through any of them any of the following with respect to the Company or any of its Subsidiaries: (a) access to any "material nonpublic technical information" (as such term is defined in the DPA) in the possession of the Company or any of its Subsidiaries, (b) membership or observer rights on, or the right to nominate an individual to a position on, the Board of Directors or equivalent governing body of the Company or any of its Subsidiaries, (c) any involvement, other than through voting of shares, in substantive decision-making of the Company or any of its Subsidiaries regarding (i) the use, development, acquisition, safekeeping or release of "sensitive personal data" (as such term is defined in the DPA) of U.S. citizens maintained or collected by the Company or any of its Subsidiaries, (ii) the use, development, acquisition or release of any "critical technology" (as such term is defined in the DPA) or (iii) the management, operation, manufacture or supply of "covered investment critical infrastructure" (as such term is defined in the DPA) or (d) "control" (as such term is defined in the DPA) of the Company or any of its Subsidiaries.

SECTION 4.15. Regulatory Reports. Since January 1, 2023, Parent and Merger Sub filed on a timely basis all forms, filings, registrations, submissions, statements, certifications, returns, information, data, reports and documents required to be filed or furnished by it with any Governmental Authority, as the case may be, and has paid all material fees and assessments due and payable in connection therewith, except where the failure to timely make such filings has not had and would not reasonably be expected to have, either individually or in the aggregate, a Parent Material Adverse Effect. All such forms, filings, registrations, submissions, statements, certifications, returns, information, data, reports and documents, and any that will be filed subsequent to the date of this Agreement and prior to Closing, were or will be true, complete and correct in all material respects and in compliance in all material respects with the requirements of any applicable Law and the rules and regulations of the applicable Governmental Authority. No such forms, filings, registrations, submissions, statements, certifications, returns, information, data, reports or documents are the subject of ongoing review, comment or investigation by any Governmental Authority. Except as would not have a Parent Material Adverse Effect, since January 1, 2023, there (a) is no unresolved violation, criticism, or exception by any Governmental Authority with respect to any form, filing, registration, submission, statement, certification, return, information, data, report or document relating to any examinations, inspections or investigations of Parent or any of its Subsidiaries, and (b) has been no formal or informal inquiries by, or disagreements or disputes with, any Governmental Authority with respect to the business, operations, policies or procedures, or compliance with applicable Law of Parent or any of its Subsidiaries. Except for routine examinations conducted by a Governmental Authority in the ordinary course of business, no Governmental Authority has initiated or has pending any proceeding or, to the Knowledge of Parent, investigation into or Action with respect to the business, operations, policies or procedures, or compliance with applicable Law of Parent or any of its Subsidiaries since January 1, 2023, except where such proceedings or investigations would not have a Parent Material Adverse Effect.

SECTION 4.16. Intellectual Property.

(a) Parent or one of its Subsidiaries owns or is licensed, pursuant to a valid, written license agreement, to use all Intellectual Property reasonably necessary to conduct the business of Parent and its Subsidiaries (taken as a whole) as conducted as of the date hereof. Parent and each of its Subsidiaries has complied in all material respects with the applicable license terms for all Intellectual Property that is licensed from a third-party, including licensing a sufficient number of "seats," "users" or other usage metrics to account for the use of any licensed Intellectual Property.

(b) The execution, delivery and performance of this Agreement and the consummation of the Transactions, and the compliance with the provisions of this Agreement do not and will not, in any material respect, conflict with, alter or impair any of the rights of Parent or any of its Subsidiaries in any Intellectual Property licensed to, controlled, used or held for use by Parent or any of its Subsidiaries or the validity, enforceability, use, right to use, ownership, priority, duration, scope or effectiveness of such Intellectual Property.

(c) Except as would not have a Parent Material Adverse Effect, Parent and its Subsidiaries and the operation of the business of Parent or any of its Subsidiaries has not and does not infringe, misappropriate, dilute or otherwise violate any Intellectual Property of any other Person. Except as would not have a Parent Material Adverse Effect, no adverse third-party Actions are pending or, to the Knowledge of Parent, threatened in writing against Parent or any of its Subsidiaries alleging that the operation of the business of Parent and its Subsidiaries (taken as a whole) as conducted as of the date hereof is infringing, misappropriating or otherwise violating the Intellectual Property of any Person.

(d) Except as would not have a Parent Material Adverse Effect, no Person has infringed, misappropriated or otherwise violated the rights of Parent or any of its Subsidiaries with respect to any Intellectual Property licensed to, controlled, used or held for use by Parent or any of its Subsidiaries. Except as would not have a Parent Material Adverse Effect, none of the Intellectual Property licensed to, controlled, used or held for use by Parent or any of its Subsidiaries is subject to any order that restricts or otherwise prevents the use thereof by Parent or any of its Subsidiaries.

SECTION 4.17. Tax Matters. All material Tax Returns required to be filed by or on behalf of Parent and any of its Subsidiaries have been timely filed (taking into account applicable extensions) and all such Tax Returns were complete and accurate in all material respects. All material Taxes owed by Parent or any of its Subsidiaries that are due and payable on or prior to Closing (whether or not shown on such filed Tax Returns) have been timely paid or have been adequately reserved against in accordance with GAAP. There is no audit examination, deficiency, or refund litigation with respect to any Taxes, except to the extent reserved against in the consolidated financial statements of Parent dated prior to the date of this Agreement. All Taxes and other liabilities due with respect to completed and settled examinations or concluded Action have been paid. There is no claim or assessment pending or, to the Knowledge of Parent, threatened against Parent or any of its Subsidiaries for any Taxes that they owe. No audit, examination or investigation related to Taxes paid or payable by Parent or any of its Subsidiaries is presently being conducted or, to the Knowledge of Parent, threatened by any Governmental Authority. To the Knowledge of Parent, neither Parent nor any of its Subsidiaries has engaged in any transaction that could materially affect the Tax liability for any Tax Returns not closed by applicable statute of limitations: (i) which is a "reportable transaction" or a "listed transaction" or (ii) a "significant purpose of which is the avoidance or evasion of U.S. federal income tax" within the meaning of Sections 6662, 6662A, 6011, 6111 or 6707A of the Code or of the regulations of the U.S.

Department of the Treasury promulgated thereunder or pursuant to notices or other guidance published by the IRS (irrespective of the effective dates).

SECTION 4.18. Transactions with Affiliates and Insiders. There are no Contracts, plans, arrangements or other transactions, including extensions of credit, between the Parent or any Subsidiary, on the one hand, and (a) any officer or director of any such entity, (b) to the Knowledge of the Parent, any (i) record or beneficial owner of five percent (5%) or more of the voting securities of the Parent or (ii) Affiliate or family member of any such officer, director or record or beneficial owner, or (c) any other Affiliate of the Parent or its Subsidiaries, except those, in each case clauses (a)–(c), of a type available to employees of the Parent or its Subsidiaries generally.

SECTION 4.19. Employee Benefits.

(a) Except as would not have a Parent Material Adverse Effect, (i) each Parent Plan has been established, maintained, funded, operated and administered in all material respects in accordance with its terms and applicable Laws, including ERISA and the Code, as applicable, and (ii) there are no pending, or to the Knowledge of Parent, threatened Actions or claims (other than routine claims for benefits) by, on behalf of, relating to, or against any Parent Plan or any trust related thereto and no audit, investigation or other proceeding by a Governmental Authority is pending, or to the Knowledge of Parent, threatened with respect to any Parent Plan.

(b) Neither Parent, nor any of its Subsidiaries maintains, sponsors or contributes to, or has ever maintained, sponsored or contributed to, or had any liability (including contingent liability) with respect to, any (i) "defined benefit plan" (as defined in Section 3(35) of ERISA) or any plan that is or was subject to Title IV or Section 302 of ERISA or Sections 412, 430 or 4971 of the Code, (ii) "multiemployer plan" (as defined in Sections 3(37) or 4001(a)(3) of ERISA), (iii) any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA), (iv) "multiple employer plan" (within the meaning of Section 210 of ERISA or Section 413(c) of the Code or as defined in Section 4063 or 4064 of ERISA) or (v) "voluntary employees beneficiary association" (as defined in Section 501(c)(9) of the Code).

SECTION 4.20. Parent Restructuring. Prior to the date hereof, Parent has effectuated certain corporate restructuring transactions as set forth on Section 4.20 of the Parent Disclosure Letter (the "Parent Restructuring").

ARTICLE V

Additional Covenants and Agreements

SECTION 5.01. Conduct of the Company's Business and Parent's Business.

(a) Except as required by applicable Law, Judgment or a Governmental Authority, as expressly permitted or required by this Agreement or as set forth in Section 5.01(a) of the Company Disclosure Letter, unless Parent otherwise consents in advance in writing (such consent not to be unreasonably withheld, delayed or conditioned), during the Pre-Closing Period, (i) the Company shall, and shall cause each of its Subsidiaries to, use commercially reasonable efforts to carry on its business in the ordinary course of business in all material respects and (ii) solely to the extent consistent with the foregoing, the Company shall, and shall cause each of its Subsidiaries to, use commercially reasonable efforts to (1) preserve its business relationships with banks, customers, vendors, strategic partners and others doing business with it, (2) maintain and preserve intact its and each of its Subsidiaries' current business organizations, assets and Permits and (3) retain the services of its officers and key employees.

(b) Without limiting the generality of the foregoing, except as required by applicable Law, Judgment or a Governmental Authority, as expressly required or permitted by this Agreement or as set forth in Section 5.01(b) of the Company Disclosure Letter, unless Parent otherwise consents in advance in writing (such consent not to be unreasonably withheld, delayed or conditioned), during the Pre-Closing Period, the Company shall not, and shall not permit any of its Subsidiaries to take any of the following actions:

(i) issue, sell, grant, distribute, assign, transfer, dispose of or encumber (A) any shares of its capital stock or other equity or voting interests or (B) any securities convertible into, or exchangeable or exercisable for, any shares of its capital stock or other equity or voting interests (including any rights, warrants or options to purchase any shares of its capital stock or other equity or voting interests), in the case of clauses (A) and (B), including Equity Interests, Company Securities, Company Subsidiary Securities or Company Voting Debt;

(ii) authorize, issue, sell, deliver, dispose, grant, pledge, transfer, lease, retire, redeem, purchase or otherwise acquire any shares of (A) its capital stock or other equity or voting interests or (B) any securities convertible into, or exchangeable or exercisable for, any shares of its capital stock or other equity or voting interests (including any rights, warrants or options to purchase any shares of its capital stock or other equity or voting interests), in the case of clauses (A) and (B), including Equity Interests, Company Securities or Company Subsidiary Securities;

(iii) purchase any Equity Interests of any Person except Equity Interests of Federal Home Loan Banks or of Federal Reserve Banks in the ordinary course of business;

(iv) establish a record date for, declare, set aside for payment or pay any dividend on, or make any other distribution in respect of, any shares of its capital stock or other equity voting interests, including Equity Interests, Company Securities or Company Subsidiary Securities;

(v) adjust, split, combine, subdivide or reclassify any shares of its capital stock or other equity or voting interests;

(vi) incur, assume or otherwise become liable for any indebtedness for borrowed money, issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Company or any of its Subsidiaries, guarantee any such indebtedness or any debt securities of another Person or enter into any "keep well" or other agreement to maintain any financial condition of another Person (collectively, "Indebtedness"), except for Indebtedness of the Company to Birch Bank or of Birch Bank to the Company, or the creation of deposit liabilities, purchases of federal funds, borrowings from any Federal Home Loan Bank or sales of certificates of deposits, in each case incurred in the ordinary course of business;

(vii) enter into any swap or hedging transaction or other derivative agreements, except for (A) any such transaction or agreement entered into in the ordinary course of business and in accordance with the hedging policy of the Company, (B) any such transaction or agreement related to any Indebtedness or revolving facility or line of credit existing on the date of this Agreement and (C) renewals or extensions of any swap or hedging transactions or other derivative agreements existing on the date of this Agreement on terms that are materially similar to those terms in effect as of the date of this Agreement;

(viii) sell, lease, exchange, transfer or otherwise dispose of to any Person, in a single transaction or series of related transactions (whether by merger, consolidation or sale of stock or assets or otherwise), any of its properties, assets or businesses, except for dispositions of assets (A) immaterial to the operation of the Company and Birch Bank, (B) of less than $50,000 individually, or $250,000 in the aggregate, or (C) in the ordinary course of business;

(ix) (A) transfer, sell, lease, license, sublicense, subject to any Lien (other than a Permitted Lien), cancel, abandon or allow to lapse or expire any material Business Intellectual Property except, in each case, for non-exclusive licenses granted in the ordinary course of business or (B) disclose any material confidential information or Trade Secrets, in the case of this clause (B), other than pursuant to a written confidentiality agreement reasonably protective of such confidential information and Trade Secrets;

(x) grant any Lien (other than a Permitted Lien) on any of its material assets other than (A) to secure Indebtedness in existence at the date of this Agreement or permitted under Section 5.01(b)(vi) or (B) to the Company or to a wholly owned Subsidiary of the Company;

(xi) except as described in paragraph (iii) of this Section 5.01(b), acquire (whether by merger, consolidation or acquisition of stock or assets or otherwise) (A) any Person, the capital stock or Equity Interests thereof or a material portion of the assets of any other Person or business, or division thereof, or (B) any material assets;

(xii) except as required by the terms of any Company Plan in effect on the date of this Agreement or applicable Law, (1) grant to any employee, director or individual service provider any increase in compensation or benefits, other than increases in annual base salary or wage rate or target cash annual incentive opportunities to employees which are made in the ordinary course of business in connection with promotions or as part of the Company's annual performance reviews, (2) establish, adopt, enter into, take any discretionary action under or amend any Company Plan (or any employee benefit or compensation plan, program or arrangement that would be a Company Plan if in effect on the date of this Agreement); (3) take any action to accelerate any rights or benefits or funding thereof under any Company Plan; or (4) hire or promote any employee or individual service provider or terminate the employment or engagement of any employee or individual service provider without cause, other than hirings and promotions in the ordinary course of business for employees;

(xiii) establish or recognize any labor union, labor organization, works council or other staff representative body;

(xiv) effectuate a "plant closing" or "mass layoff," as those terms are defined in WARN (or any equivalent provisions under applicable Law);

(xv) make any changes in financial accounting methods, principles or practices materially affecting the consolidated assets, liabilities or results of operations of the Company and its Subsidiaries, except insofar as may be required by (A) the Accounting Standards (or any interpretation thereof), (B) any applicable Law, or (C) any Governmental Authority (including the Financial Accounting Standards Board or any similar organization);

(xvi) make (other than consistent with past practice), change or revoke any material Tax election, adopt or change any material Tax accounting method or change any Tax accounting period, enter into any closing agreement or agreement in respect of material Taxes with any Governmental Authority, settle any audit, examination, or other proceeding with respect to any material amount of Taxes, enter into any closing agreement, voluntary disclosure agreement or similar agreement or arrangement with respect to a material amount of Taxes, consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment, incur any liability for material Taxes outside the ordinary course of business, fail to pay any material Tax that becomes due and payable (including any estimated tax payments), surrender any right to claim a Tax refund, offset or other reduction in Tax liability, file any amended Tax Return, prepare or file any Tax Return in a manner inconsistent with past practice, or take any other similar action relating to the filing of any Tax Return or the payment of any material Tax;

(xvii) amend the Company Charter Documents or the comparable organizational documents of any Subsidiaries of the Company;

(xviii) settle (or enter into any Contract involving or providing for the settlement of or other arrangement providing concessions with respect to) any pending or threatened Action against the Company or any of its Subsidiaries that would, or would reasonably be expected to, (A) result in any liability of the Company or any Subsidiary of the Company in excess of $50,000, (B) result in injunctive or other equitably relief against the Company or any Subsidiary of the Company, or (c) be inconsistent with the ordinary course of business;

(xix) file a petition in bankruptcy under any provision of federal or state bankruptcy Law or adopt or consummate (A) any plan of complete or partial liquidation, dissolution, merger or consolidation of the Company or any of the Company's Subsidiaries, (B) a restructuring, recapitalization or other reorganization of the Company, or (C) a restructuring, recapitalization or other reorganization of any of its Subsidiaries, or otherwise wind up the business or operations of the Company and its Subsidiaries;

(xx) make capital expenditures, except, in each case, for capital expenditures: (A) as set forth in Section 5.01(b)(xx) of the Company Disclosure Letter, (B) where such capital expenditures are not in excess of ten percent (10%) of the budgeted amount for the principal category of the applicable capital expenditure, such category to be determined by reference to the capital expenditure materials made available to Parent prior to the date hereof, or (C) to repair damage to facilities, properties or assets resulting from insured casualty events or to maintain the safety of individuals or such facilities, properties and assets;

(xxi) effect any recapitalization, reclassification, reorganization or other change in the capitalization of the Company or any of its Subsidiaries;

(xxii) cancel, modify or waive any debts or claims held by the Company or any of its Subsidiaries or waive any rights held by the Company or any of its Subsidiaries except in the ordinary course of business (including, for avoidance of doubt, with respect to Loans except as permitted by Section 5.01(b)(xxix), or as otherwise permitted by Section 5.01(b)(xxx));

(xxiii) except as required by applicable Governmental Authorities, make any material changes in its policies and practices with respect to insurance policies, including to materially reducing the amount of insurance coverage currently in place, cancel, terminate, fail to maintain in full force and effect in all material respects, allow to expire, or fail to promptly replace or renew, the material insurance policies of the Company and its Subsidiaries;

(xxiv) take any action, or fail to take any action, in either case, that would reasonably be expected to result in any of the conditions to the Mergers set forth in Article VI to not be satisfied, or the result of which would reasonably be expected to materially impair or materially delay the consummation of the Transactions;

(xxv) without providing seven (7) calendar days' prior notice to Parent and receiving Parent's prior written consent thereto (not to be unreasonably withheld, conditioned or delayed), (A) terminate (other than by the terms of such Contract), amend, modify, renew (other than automatic renewals pursuant to the terms of such Contract), not renew, assign or grant any waiver under any Material

Contract or enter into any Contract which if entered into prior to the date hereof would be a Material Contract, in each case, to the extent any such amended Material Contract or Contract would require disclosure pursuant to Section 3.17(a)(x) if entered into prior to the date hereof or (B) enter into any Contract which if entered into prior to the date hereof would be a Material Contract, in whole or in part, because of clauses (ii), (viii) or (xiii) (other than Contracts entered into in the ordinary course of business, provided that such Contract would not be considered a Material Contract);

(xxvi) (A) engage in any new line of business, abandon or discontinue any existing line of business, (B) create any Subsidiary or joint venture, (C) change in any material respect its lending, investment, risk and asset-liability management, interest rate, fee pricing or other material banking or operating policies (including any change in the maximum ratio or similar limits as a percentage of its capital exposure applicable with respect to its loan portfolio or any segment thereof), (D) implement any material change in acceptable credit risk to the Company or Birch Bank's business portfolio, including changes in risk implemented by the credit committee (or its equivalent) of the Company or Birch Bank, or (E) materially change its policies with respect to underwriting, pricing, originating, acquiring, selling, servicing or buying or selling rights to service Loans, in each case except as required by rules, policies or requirements imposed by a Governmental Authority;

(xxvii) except as permitted under Section 5.01(b)(vii), materially change the composition or size of its investment securities portfolio, change its investment securities practice or policies, its hedging practices or policies, or change its policies with respect to the classification or reporting of such portfolios or invest in any mortgage-backed or mortgage related securities which would be considered "high-risk" securities under applicable regulatory pronouncements, or, other than in the ordinary course of business in compliance with its policies, change its interest rate exposure through purchases, sales or otherwise, or the manner in which its investment securities portfolios are classified or reported;

(xxviii) set interest rates with respect to depository accounts of Birch Bank in a manner inconsistent with the ordinary course of business in compliance with its policies;

(xxix) make or acquire any Loan or issue a commitment (including a letter of credit) or renew or extend an existing commitment for any Loan, or amend or modify in any material respect any Loan (including in any manner that would result in any additional extension of credit, principal forgiveness, or effect any uncompensated release of collateral, i.e., at a value below the fair market value thereof as determined by the Company), other than in the ordinary course of business in compliance with Birch Bank's underwriting policy and related Loan policies in effect as of the date of this Agreement including permitted exceptions under such underwriting policy and related Loan policies (provided that this exception shall not permit the Company or any of its Subsidiaries to acquire a portfolio or pool of such Loans, which for the avoidance of doubt will not prevent the Company or any of its Subsidiaries from entering into a participation with respect to any Loans in accordance with this Section 5.01(b)(xxix)); provided that if Parent does not respond to a request for consent pursuant to this Section 5.01(b)(xxvi) within two (2) business days of having received such request together with the relevant Loan package and all other material information relating thereto, such non-response shall be deemed to constitute consent; provided, further, that the Company and Birch Bank shall use commercially reasonable efforts to provide notice to Parent of any anticipated need for such request as soon as it is reasonably anticipated by the Company or Birch Bank to be required;

(xxx) book any "brokered deposits", as such term is defined in 12 C.F.R. § 337.6, with respect to the Company's and Birch Bank's core banking business, other than in the ordinary and usual course consistent with past practice, and, in any event, such brokered deposits shall not exceed twenty-five (25%) of the Company's total liabilities, defined per the methodology of the Call Report;

(xxxi) cancel, compromise, waive, or release any material indebtedness owed to any Person or any rights or claims held by any Person, except for (x) sales of Loans and sales of investment securities, in each case in the ordinary course of business, or (y) as expressly required by the terms of any Contracts in force at the date of the Agreement, and in any event without recourse;

(xxxii) enter into any securitizations of any Loans or create any special purpose funding or variable interest entity other than on behalf of clients;

(xxxiii) permit the commencement of any construction of new structures or facilities upon, or purchase or lease any real property in respect of any branch or other facility, or make any application to open, relocate or close any branch or other facility;

(xxxiv) make any material change in cash management policies;

(xxxv) (A) abandon, forfeit or fail to maintain any material Permit or (B) other than in the ordinary course of business, make any filings with or seek any waivers from or fail to make any filings required to be made to any Governmental Authority that would reasonably be expected to result in a material adverse change to any material Permit or the ability to consummate the Transactions contemplated by this Agreement;

(xxxvi) fail to maintain the Real Property, including all of the improvements, in substantially the same condition as existed on the date of this Agreement, ordinary wear and tear excepted;

(xxxvii) acquire, sell, lease, sublease, license, assign, transfer, mortgage, pledge, encumber or otherwise dispose of, or agree to sell, lease, sublease, license, assign, transfer, mortgage, pledge, encumber or otherwise dispose of, any of its assets or real properties other than in the ordinary course of business;

(xxxviii) enter into any Contract for the purchase, sale or lease of real property or amend, terminate, or grant any waiver or consent with respect to any Real Property, except any renewals of existing Company Leases in accordance with the terms thereof in the ordinary course of business; or

(xxxix) resolve, authorize, commit or agree, in writing or otherwise, to take any of the foregoing actions;

provided, that to the extent any action referenced in this Section 5.01(b) would otherwise be permitted as a result of it being a transaction between or among the Company and its wholly owned Subsidiaries, any such action may only be permitted to the extent that such action is not reasonably expected to adversely affect Parent or the consummation of the Transactions, or result in noncompliance with applicable Law.

(c) Except as required by applicable Law, Judgment or a Governmental Authority, as expressly required or permitted by this Agreement or as set forth in Section 5.01(c) of the Parent Disclosure Letter, unless the Company otherwise consents in writing (such consent not to be unreasonably withheld, delayed or conditioned), during the Pre-Closing Period, Parent shall not, and shall not permit any of its Subsidiaries to (i) amend its organizational documents in any manner that would prevent, materially delay or materially impair the Transactions, or (ii) consummate (A) any plan of complete or partial liquidation or dissolution of Parent, or (B) a restructuring, recapitalization or other reorganization of Parent.

(d) Nothing contained in this Agreement is intended to give the Company, Parent or Merger Sub, directly or indirectly, the right to control or direct the other party's or their respective Subsidiaries' operations prior to the Effective Time. Prior to the Effective Time, each party shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations. Any violation, breach or other nonperformance of this Section 5.01(d) shall be deemed to be a failure to comply with or perform in all material respects for purposes of ARTICLE VI and ARTICLE VII.

SECTION 5.02. Solicitation; Change in Recommendation.

(a) Except as permitted by this Section 5.02, from the date of this Agreement until the Effective Time or, if earlier, the valid termination of this Agreement in accordance with Section 7.01, the Company shall not, shall cause its Subsidiaries and its and their respective employees, directors and officers not to and shall use its reasonable best efforts to cause its and their respective other Representatives not to (and shall expressly not authorize such Representatives to), directly or indirectly: (i) initiate, solicit, knowingly assist, knowingly encourage or knowingly facilitate (A) any inquiries or requests for information with respect to, or (B) the making of, any inquiry regarding, or any proposal or offer that constitutes, in the case of clause (A) or (B), a Takeover Proposal or a Potential Takeover Proposal (including furnishing to any other Person any non-public information in connection with, or for the purpose of encouraging, a Takeover Proposal or a Potential Takeover Proposal); (ii) engage in, continue or otherwise participate in any negotiations or discussions concerning (except solely to notify any Person of the provisions of this Section 5.02), or make available or furnish or provide access to its properties, employees, officers, assets, books, Contracts and records or any confidential information or data to any Person in connection with, or for the purpose of encouraging, any Takeover Proposal or a Potential Takeover Proposal; (iii) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, any Takeover Proposal; (iv) execute or enter into any letter of intent, memorandum of understanding, agreement in principle, confidentiality agreement (other than an Acceptable Confidentiality Agreement), merger agreement, acquisition agreement, or other similar agreement for, relating to or in connection with any Takeover Proposal or a Potential Takeover Proposal (each, a "Company Acquisition Agreement"); or (v) resolve, agree or publicly propose to do any of the foregoing. The Company also agrees that immediately following the execution of this Agreement it shall, shall cause each of its Subsidiaries and its and their respective employees, directors and officers to, and shall use its reasonable best efforts to cause its and their respective other Representatives (including expressly directing such Representatives) to, cease and terminate any and all solicitations, discussions or negotiations with any Person (other than Parent and its Representatives) in connection with a Takeover Proposal or a Potential Takeover Proposal and shall immediately following execution of this Agreement terminate each such Person's access to any existing electronic data room related thereto. The Company also agrees that promptly (and in any event within forty-eight (48) hours of the execution of this Agreement), the Company shall request and, to the extent such right is available under the applicable confidentiality agreement, require that each Person (other than the parties hereto and their respective Representatives in their capacity as such) that has within twenty-four (24) months prior to the date hereof executed a confidentiality agreement in connection with its consideration of a possible Takeover Proposal or possible business combination, merger or other similar transaction involving the Company or any of its Subsidiaries, to promptly return or destroy all confidential information furnished to such Person by or on behalf of the Company or any of its Subsidiaries prior to the date hereof (unless such request has previously been made). From the date of this Agreement until the Effective Time or, if earlier, the valid termination of this Agreement in accordance with Section 7.01, the Company shall enforce (and shall not be permitted to waive, terminate or modify) any provisions of any standstill or confidentiality agreement that prohibits or purports to prohibit a Takeover Proposal or a Potential Takeover Proposal being made to the Board of Directors of the Company unless the Board of Directors of the Company has determined in good faith, after consultation with its financial advisors and outside legal counsel, that enforcing such provision (or, the failure to waive, terminate, or modify such provision) would be reasonably expected to be inconsistent with the directors' statutory standard of conduct under applicable Law, in which case, the Company shall not be required to enforce and may waive, terminate or modify such standstill or confidentiality agreement, after prior written notice to Parent, solely to the extent (x) necessary to permit the applicable Person or group of Persons to make, on a confidential basis to the Board of Directors of the Company, a Takeover Proposal, conditioned upon such Person or group of Persons agreeing to disclosure of such Takeover Proposal to Parent and (y) that such Takeover Proposal has not been solicited in violation of this Section 5.02.

(b) Notwithstanding anything contained in Section 5.02(a) or any other provision of this Agreement to the contrary, if at any time on or after the date hereof and prior to obtaining the Company Stockholder Approval, the Company or any of its Representatives receives an unsolicited Takeover Proposal that did not result from a breach of Section 5.02(a), then (i) the Company and its Representatives may participate in negotiations or discussions with any third party that has made (and not withdrawn) a bona fide, unsolicited written Takeover Proposal that the Board of Directors of the Company believes in good faith, after consultation with its financial advisors and outside legal counsel, constitutes or would reasonably be expected to result in a Superior Proposal; provided, that with respect to clauses (A) through (C), nothing herein shall permit the Company or any of its Representatives to negotiate with any such Person or group of Persons making the Takeover Proposal or its or their Representatives without complying with the applicable terms of this Agreement; and (ii) if the Board of Directors of the Company determines in good faith, after consultation with its financial advisors and outside legal counsel, that (A) such Takeover Proposal constitutes or would reasonably be expected to result in a Superior Proposal and (B) the failure to take such action would be reasonably expected to be inconsistent with the directors' statutory standard of conduct under applicable Law (a "Qualifying Takeover

Proposal"), then, (1) promptly (and no later than 24 hours) after the Board of Directors of the Company has determined that such Takeover Proposal constitutes a Qualifying Takeover Proposal, the Company shall provide written notice to Parent of such determination ("Qualifying Takeover Proposal Notice"), and (2) prior to the receipt of the Company Stockholder Approval and as long as such Takeover Proposal constitutes a Qualifying Takeover Proposal, after delivering a Qualifying Takeover Proposal Notice to Parent, (x) the Company may enter into an Acceptable Confidentiality Agreement with the Person or group of Persons making such Qualifying Takeover Proposal, (y) pursuant to such Acceptable Confidentiality Agreement, the Company may, and may cause its Representatives acting on its behalf to, furnish information (including non-public information) with respect to the Company and its Subsidiaries or provide access to the properties, employees, officers, assets, books, Contracts and records of the Company and its Subsidiaries, in each case, to the Person or group of Persons who has made such Qualifying Takeover Proposal and its or their respective Representatives and financing sources; provided, however, that the Company shall provide to Parent and its Representatives any non-public information concerning the Company or any of its Subsidiaries that is provided to any Person given such access which was not previously provided to Parent or its Representatives prior to or concurrent with the time it is provided to such Person, and (z) the Company may engage in or otherwise participate in discussions or negotiations with the Person or group of Persons making such Qualifying Takeover Proposal and its or their Representatives and financing sources.

(c) Following the date of this Agreement, the Company shall promptly (and in any event within twenty-four (24) hours) notify Parent in writing in the event that the Company or any of its Subsidiaries or its or their Representatives receives any Takeover Proposal or Potential Takeover Proposal (whether or not resulting from a breach of this Section 5.02), which notice shall include the identity of the Person or group of Persons making such Takeover Proposal or Potential Takeover Proposal and, with respect to any proposal or offer, a summary of the material terms and conditions of such proposal or offer and copies of any draft agreements, term sheets, indications of interest or other materials received from such Person or group of Persons or its or their Representatives. The Company shall not enter into any confidentiality agreement with any Person after the date of this Agreement that prohibits it or its Subsidiaries from complying with any of the provisions of this Agreement. The Company shall keep Parent reasonably informed on a current basis and in writing of the status of, and any developments relating to or other changes in any Takeover Proposal or Potential Takeover Proposal or the negotiations thereof or discussions related thereto, including providing Parent with (i) copies of (A) all correspondence related thereto and (B) all drafts, outlines or summaries of any documents (including drafts) relating to thereto and (ii) written notice of any non-public information requests relating to such Takeover Proposal or Potential Takeover Proposal. For the avoidance of doubt, all information provided to Parent pursuant to this Section 5.02(c) will be subject to the terms of the Nondisclosure Agreement. Without limiting the foregoing, the parties hereto acknowledge and agree that any violation of any of the restrictions contained in this Section 5.02 by any of the Company's Subsidiaries, or any of the Company's or its Subsidiaries' respective Representatives made at the direction or on behalf of the Company or any of its Subsidiaries, shall be deemed to be a breach of this Section 5.02 by the Company if the Company would not otherwise be permitted to take or refrain from taking such action by this Section 5.02.

(d) The Board of Directors of the Company shall not, directly or indirectly, (i) (A) fail to make or include the Company Board Recommendation in the Proxy Statement, (B) withhold, withdraw (or modify in a manner adverse to Parent), or publicly propose to withhold or withdraw (or modify in a manner adverse to Parent), the Company Board Recommendation, (C) recommend the approval or adoption of, or endorse, approve or adopt, or submit to a vote of any securityholders of the Company, or publicly propose to recommend, endorse, approve or adopt or submit, any Takeover Proposal, (D) fail to publicly reaffirm the Company Board Recommendation within ten (10) Business Days following receipt of a written request by Parent to provide such reaffirmation following the public announcement or disclosure of a Takeover Proposal (provided that Parent may only make one such request per Takeover Proposal (or per material modification thereof)), or (E) fail to recommend against any Takeover Proposal that has been publicly disclosed by the date that is the earlier of (1) five (5) Business Days prior to the Company Stockholders' Meeting and (2) ten (10) Business Days after the public disclosure thereof, provided, however that the Board of Directors of the Company may, and may cause the Company to, (1) make a customary "stop, look and listen" communication pursuant to Rule 14d-9(f) under the Exchange Act, so long as such communication includes a reaffirmation of the Company Board Recommendation, (2) elect to take no position with respect to a Takeover Proposal that is a tender offer or exchange offer until the earlier of (I) the close of business on the fifth (5th) Business Day prior to the Company Stockholders' Meeting and (II) the close of business on the tenth (10th) Business Day after the commencement of such Takeover Proposal pursuant to Rule 14e-2 under the Exchange Act, so long as on such tenth (10th) Business Day the Board of Directors of the Company publicly recommends against such tender offer or exchange offer, (3) if the Company has received a Takeover Proposal and the Board of Directors of the Company has determined that such Takeover Proposal constitutes a Qualifying Takeover Proposal in accordance with Section 5.02(b) and the Company has complied in all material respects with the terms of this Agreement with respect thereto, disclose, solely if and to the extent required by Law, that the Company has received such Takeover Proposal and determined that such Takeover Proposal constitutes a Qualifying Takeover Proposal, provided that such disclosure states that the Board of Directors of the Company has not changed or withdrawn the Company Board Recommendation, and (4) if the Company has received a Superior Proposal, complied with the terms of this Agreement with respect thereto and delivered to Parent a notice in accordance with Section 5.02(d), disclose, solely if and to the extent required by Law, that the Company has delivered such notice and determined that the applicable Qualifying Takeover Proposal constitutes a Superior Proposal (each action described in this Section 5.02(d)(i), other than, in and of themselves, the actions set forth in the foregoing clauses (1), (2), (3) and (4) (provided that in the case of clause (4), such disclosure shall be deemed an Adverse Recommendation Change unless within two calendar days following expiration of the Notice Period, the Company publicly announces that such Takeover Proposal does not constitute a Superior Proposal, rejects such Takeover Proposal and reaffirms the Company Board Recommendation), being referred to as an "Adverse Recommendation Change"), (ii) execute or enter into (or cause or permit the Company or any of its Subsidiaries to execute or enter into) any Company Acquisition Agreement, other than any Acceptable Confidentiality Agreement in accordance with Section 5.02(b), (iii) take any action to make the provisions of any Takeover Law or any restrictive provision of any applicable anti-takeover provision in the Company Charter Documents, inapplicable to any transactions contemplated by a Takeover Proposal or a Potential Takeover Proposal (including approving any transaction under the DGCL), or (iv) resolve, agree or propose to take any such actions. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, prior to obtaining the Company Stockholder Approval, but not after, (I) if the Company has received a Superior Proposal and the Company has complied in all material respects with this Section 5.02 in relation to such Superior Proposal, the Board of Directors of the Company may (x) make an Adverse Recommendation Change with respect to such Superior Proposal and (y) cause the Company to enter into a definitive agreement to effectuate such Superior Proposal and terminate this Agreement pursuant to Section 7.01(d)(ii) and, if applicable, pay or cause to be paid, prior to or concurrent with such termination, the Company Termination Fee pursuant to Section 7.03, if the Board of Directors of the Company has determined in good faith, after consultation with its financial advisors and outside legal counsel, that the failure to make an Adverse Recommendation Change, enter into such definitive agreement to effectuate such Superior Proposal and terminate this Agreement would be inconsistent with the directors' statutory standard of conduct under applicable Law; provided, however, that the Board of Directors of the Company shall not, and shall cause the Company not to, take any action set forth in clause (x) or (y) unless (1) the Company has given Parent at least four (4) calendar days' prior written notice (the "Notice Period") of its intention to take such action (which notice itself shall not constitute an Adverse Recommendation Change, and which notice shall describe in reasonable detail the basis for such Adverse Recommendation Change, specify the identity of the Person or group of Persons making such Superior Proposal and include a copy of all agreements to be entered into in connection with such Superior Proposal (including those relating to the sources of financing therefor, with customary redaction of any fee letters with respect thereto)), (2) the Company has negotiated, and has caused its Representatives to negotiate, in good faith and with time being of the essence, with Parent during the Notice Period, to the extent Parent wishes to negotiate, to enable Parent to propose revisions to the terms of this Agreement such that it would cause such Superior Proposal to no longer constitute a Superior Proposal, and (3) following the end of the Notice Period, the Board of Directors of the Company shall have considered in good faith any such revisions proposed by Parent, and shall, after consultation with its financial advisors and outside legal counsel, have determined that such Superior Proposal would continue to constitute a Superior Proposal if the revisions proposed by Parent were to be given effect and if the failure to take such action would be inconsistent with the directors' statutory standard of conduct under applicable Law; provided, however, that if during the Notice Period any revisions are made to the Superior Proposal and such revisions are material (it being understood and agreed that any change to pricing or any other material amendment or revision to the terms of such Superior Proposal that was previously the subject of a notice hereunder shall require the Company to deliver a new notice and to comply with the requirements of this Section 5.02(d) with respect to such new notice except that the Notice Period shall be two (2) calendar days instead of four (4) calendar days).

(e) Without limiting the applicability or effects of undertaking an Adverse Recommendation Change, nothing in this Section 5.02 or elsewhere in this Agreement in and of itself shall prohibit the Company or the Board of Directors of the Company from (i) taking and disclosing to the stockholders of the Company a position contemplated by Rule 14e-2(a), Rule 14d-9 or Item 1012(a) of Regulation M-A promulgated under the Exchange Act or (ii) making any disclosure to the stockholders of the Company that is required by applicable Law; provided, however, that neither the Company nor the Board of Directors of the Company shall be permitted to recommend that the stockholders of the Company tender any securities in connection with any tender or exchange offer (or otherwise approve, endorse or recommend any Takeover Proposal), unless in each case, in connection therewith, the Board of Directors of the Company effects an Adverse Recommendation Change in accordance with Section 5.02(d); provided, further that any such disclosure under clause (i) or (ii) shall be deemed to be an Adverse Recommendation Change unless such disclosure includes a reaffirmation of the Company Board Recommendation.

(f) As used in this Agreement, "Acceptable Confidentiality Agreement" means (i) any confidentiality agreement entered into by the Company from and after the date of this Agreement that contains confidentiality provisions that are not materially less favorable in the aggregate to the Company than those contained in the Nondisclosure Agreement, except that such confidentiality agreement need not include explicit or implicit standstill provisions or otherwise restrict the making of or amendment or modification to Takeover Proposals, or (ii) any confidentiality agreement entered into prior to the date of this Agreement; provided, however, that any Acceptable Confidentiality Agreement shall not prohibit compliance by the Company or any of its Subsidiaries with any of the provisions of this Agreement.

(g) As used in this Agreement, "Takeover Proposal" shall mean any inquiry, proposal or offer (and any amendment, modification, or other change thereto) from any Person or group of Persons (other than Parent and its Subsidiaries) relating to, in a single transaction or series of related transactions, any direct or indirect (i) acquisition of twenty percent (20%) or more of the consolidated assets of the Company and its Subsidiaries (based on the fair market value thereof, as determined in good faith by the Board of Directors of the Company) or twenty percent (20%) or more of the consolidated revenues, operating income or net income of the Company and its Subsidiaries, including through the acquisition of equity interests of one or more Subsidiaries of the Company owning such assets, (ii) acquisition of beneficial ownership of securities representing twenty percent (20%) or more of the voting power of the then outstanding Company Common Stock and other voting securities of the Company, (iii) tender offer or exchange offer that if consummated would result in any Person or group of Persons beneficially owning securities representing twenty percent (20%) or more of the voting power of the then outstanding Company Common Stock and other voting securities of the Company, (iv) merger, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution or similar transaction involving the Company or any of its Subsidiaries pursuant to which the holders of the voting power of the Company immediately prior to such transaction would cease to beneficially own securities representing eighty percent (80%) or less of the aggregate voting power of the voting securities of the Company, such Subsidiary, the surviving entity or the resulting direct or indirect parent of the Company or such surviving entity, (v) any issuance or sale or other disposition (including by way of merger, reorganization, division, consolidation, share exchange, business combination, recapitalization, take private transaction or other similar transaction) of twenty percent (20%) or more of the total voting power of the outstanding Company Common Stock and other voting securities of the Company, or (vi) any combination, or transaction substantially similar to, any of the foregoing; provided, however, that this Agreement and the Transactions, together with any modifications thereto proposed by Parent and Merger Sub, shall not be deemed a Takeover Proposal.

(h) As used in this Agreement, "Superior Proposal" shall mean any bona fide written Takeover Proposal made after the date hereof that the Board of Directors of the Company has determined in its good faith judgment, after consultation with its financial advisors and outside legal counsel, (i) is more favorable to the Company's stockholders than the Transactions (taking into account all the terms and conditions of such proposal and this Agreement (including the Company Termination Fee, any changes proposed by Parent to the terms of this Agreement and the potential time delays and other risks to consummation associated with such Takeover Proposal)), (ii) is reasonably capable of being completed taking into account all legal, regulatory, financial, financing and other aspects of such Takeover Proposal and of this Agreement considered relevant by the Board of Directors of the Company and (iii) if an all- or part-cash transaction, for which financing is fully committed or reasonably likely to be available at signing and consummation of the transaction contemplated by such Takeover Proposal; provided, however, that for purposes of the definition of "Superior Proposal", the references to "twenty percent (20%)" and eighty percent (80%) in the definition of Takeover Proposal shall be deemed to be references to "fifty percent (50%)".

(i) Any proposals or offers made by Parent or its Affiliates in response to a Takeover Proposal (and, if required by applicable Law, the disclosure of such proposals or offers) shall not be deemed to be a violation or breach of the Nondisclosure Agreement.

SECTION 5.03. Efforts.

(a) Subject to the terms and conditions of this Agreement, each of the parties hereto shall cooperate with the other parties and use (and shall cause their respective Affiliates to use) reasonable best efforts (unless, with respect to any action, another standard of performance is expressly provided for herein) to as promptly as reasonably practicable (i) consummate and make effective, in the most expeditious manner reasonably practicable (and in any event no later than the Outside Date), the Transactions, including preparing and filing all documentation to effect all necessary, proper and advisable filings, notices, petitions, statements, registrations, declarations, submissions of information, applications, reports and other documents necessary to consummate and make effective the Transactions, (ii) obtain any approvals, consents, registrations, waivers, permits, authorizations, exemptions, clearances, orders and other confirmations from any Governmental Authority or third party necessary to consummate and make effective the Transactions (including any Regulatory Approvals), and, subject to Section 5.03(b), to comply with the terms thereof (including, for the avoidance of doubt, by filing any applications, notices, petitions and filings required to obtain the Regulatory Approvals, consistent with the instructions of any Governmental Authority), and (iii) execute and deliver any additional instruments necessary to consummate the Transactions. Each of Parent and the Company shall use its respective reasonable best efforts to resolve objections, if any, which may be asserted with respect to this Agreement or the transactions contemplated hereby by any Governmental Authority or under any applicable Law or Judgment. In the event that the parties hereto shall fail to obtain any third party approval or consent that is necessary, proper or advisable in connection with the Mergers or the Transactions (other than from a Governmental Authority, including a Regulatory Approval), the Company shall use its reasonable best efforts, and shall take such actions as are reasonably requested by Parent, to minimize any adverse effect upon the Company and its Subsidiaries resulting, or which would reasonably be expected to result, after the Effective Time, from the failure to obtain such consent. Notwithstanding anything to the contrary in this Agreement, in connection with obtaining any such approval or consent from any such third parties (other than Governmental Authorities, including a Regulatory Approval) with respect to any transaction contemplated by this Agreement, (A) none of the Company or any of its Subsidiaries shall be required to, or, without the prior written consent of Parent, shall, pay or commit to pay to such person whose approval or consent is being solicited any cash or other consideration, make any commitment or incur any liability or other obligation due to such person (other than ordinary course filing and similar fees that are consistent with market practice in comparable situations), and (B) none of Parent, Merger Sub or any of their Affiliates shall be required to pay or commit to pay to such person whose approval or consent is being solicited any cash or other consideration, make any commitment or incur any liability or other obligation (other than ordinary course filing and similar fees that are consistent with market practice in comparable situations).

(b) Notwithstanding anything to the contrary, nothing in this Agreement shall require Parent, any of its Subsidiaries or any of its Affiliates to (i) propose, offer, negotiate, commit to, agree to, accept and effect (as applicable) undertakings, commitments or other conditions not contemplated by or any other material deviations from the business plan(s) provided to any Governmental Authority in connection with the Regulatory Approvals, or (ii) take any action, or commit to take any action, or accept any restriction, commitment or condition, involving Parent and any of its Subsidiaries or Affiliates, or the Company and any of its Subsidiaries, which would reasonably be expected to be burdensome to the business, operations, financial condition or results of operations of Parent and its Subsidiaries and Affiliates, taken as a whole after giving effect to the Transactions (any such action, condition, commitment, undertaking or restriction described in clauses (i) and (ii), a "Burdensome Condition").

(c) Subject to Section 8.19, and notwithstanding anything else to the contrary herein, Parent, after consulting in good faith with the Company and considering in good faith the Company's views and comments, in each case, to the extent permitted by Law, shall (i) control the timing and strategy for obtaining any approvals, consents, registrations, waivers, permits, authorizations, exemptions, clearances, orders and other confirmations from any Governmental Authority in connection with the Transactions and (ii) coordinate the overall development of the positions to be taken and the regulatory actions to be requested in any filing or submission with any Governmental Authority in connection with the Transactions and in connection with any investigation or other inquiry by or before, or any negotiations with, any Governmental Authority relating to the Transactions and of all other regulatory matters incidental thereto.

(d) Each of the parties hereto shall, and shall cause their respective Subsidiaries to, cooperate with each other and use their respective reasonable best efforts to prepare all documentation, to effect all applications, notices, petitions, and filings (and in the case of the applications, notices, petitions and filings required to obtain the Regulatory Approvals, use their reasonable best efforts to make such filings as soon as reasonably practicable and in no event later than sixty (60) days after the date of this Agreement, unless a Governmental Authority has advised or requested that such party should file such application, notice, petition, or filing at a later date), and to obtain all Regulatory Approvals that are necessary or advisable to consummate the transactions contemplated by this Agreement, and to comply with the terms and conditions of all such Regulatory Approvals; provided, however that all applications, notices, petitions, and filings required to obtain the Regulatory Approvals shall be made by Parent (and its Subsidiaries, as appropriate) no later than sixty (60) days after the date of this Agreement. Each of the Company, Parent and Merger Sub shall use its reasonable best efforts to supply (and cause their respective Affiliates to supply) as promptly as reasonably practicable any additional information and documentary material that may be reasonably requested in connection with this Section 5.03 or by the relevant Governmental Authority in connection with the foregoing filings, notices, applications and notifications following submission thereof (subject, for the avoidance of doubt, to applicable confidentiality obligations). Parent will be responsible for all filing fees in connection with any filings required to be made pursuant to this Section 5.03(d). Parent shall seek confidential treatment for the Company Disclosure Letter and all personally identifiable information in any and all applications, notices, filings, related correspondence, and related information filed with or submitted to any Governmental Authority.

(e) In furtherance and not in limitation of the foregoing, each of the parties hereto shall use (and shall cause their respective controlled Affiliates to use) reasonable best efforts to (i) promptly cooperate in all respects with each other in connection with any necessary, proper or advisable submissions, consents, approvals, filings, petitions, statements, licenses, permits, authorizations, declarations, notifications, registrations, submissions of information, applications, reports, analyses, presentations, memoranda, briefs, arguments, waivers, exemptions, clearances, orders, confirmations and other documents with any Governmental Authority in connection with the Regulatory Approvals (and the Transactions generally) and in connection with any investigation or other inquiry by or before any other Governmental Authority relating to the Transactions or any proceeding initiated by a private Person (including and subject to applicable Laws relating to the exchange of information, providing each other with a reasonable advance opportunity to review and comment upon, and consider in good faith the views of the other with respect to, all material written communications (including applications, analyses, presentations, memoranda, briefs, arguments and opinions) with a Governmental Authority regarding Transactions, provided, that the Company shall not have the right to review portions of material filed by Parent with a Governmental Authority that contain competitively sensitive business or other proprietary information or sensitive personal information and which are contained in a confidential exhibit or annex thereto); (ii) keep the other parties hereto reasonably informed in all material respects and on a reasonably timely basis of any material written or verbal communication received by such party from, or given by such party to, any Governmental Authority (including by promptly sending the other parties a copy of all documents, information, correspondence or other communications) regarding any of the Transactions and giving the other party the opportunity to attend and participate in any substantive meetings or discussions with any Governmental Authority, to the extent reasonably practical and not prohibited by such Governmental Authority; (iii) subject to applicable Laws and the Nondisclosure Agreement relating to the exchange of information, and to the extent reasonably practicable, promptly consult with the other parties hereto with respect to information relating to the other parties hereto and their respective Subsidiaries, as the case may be, that appears in any filing made with, or written materials submitted to, any third Person or any Governmental Authority in connection with the Transactions, provided, that the Company shall not have the right to review portions of material filed by Parent with a Governmental Authority that contain competitively sensitive business or other proprietary information or sensitive personal information and which are contained in a confidential exhibit or annex thereto, (iv) subject to applicable Laws, and to the extent reasonably practicable, consult with the other parties hereto or their counsel in advance of any meeting, conference or discussion with any Governmental Authority in connection with the Regulatory Approvals and the Transactions generally (other than non-material and routine communications between counsel and a Governmental Authority regarding the regulatory approval process or status); (v) to the extent permitted by the applicable Governmental Authority or other Person, give representatives of the other parties hereto the opportunity to attend and participate in any meeting or conference (whether in person, by telephone or otherwise) in connection with the Regulatory Approvals and the Transactions generally (other than non-material or routine communications between counsel and a Governmental Authority regarding the regulatory approval process or status); and (vi) promptly obtain all consents, registrations, waivers, exemptions, approvals, confirmations, clearances, permits, certificates, orders, and authorizations necessary, proper or advisable to be obtained from, or renewed with, any Governmental Authority. Prior to submitting any document or any information relating to the Transactions or the parties hereto (whether formally or informally, in draft form or final form) to any Governmental Authority, a party shall send the other parties such document or information reasonably in advance of such submission, and such document or information shall not be submitted by the Company to any Governmental Authority without the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed), provided, that the Company shall not have the right to review or be required to give consent to the filing of such portions of material to be filed by Parent with a Governmental Authority that contain competitively sensitive business or other proprietary information or sensitive personal information and which are contained in a confidential exhibit or annex thereto. Each of the parties hereto will furnish to the other information and assistance as the other may reasonably request in connection with the preparation of any required filings or submissions to any Governmental Authority and will cooperate in responding to any inquiry from a Governmental Authority to the extent reasonably practical and not prohibited by such Governmental Authority.

(f) Notwithstanding anything to the contrary in this Section 5.03, each of the parties hereto (and each of their respective Affiliates) may, as each reasonably deems necessary or advisable: (i) designate any competitively sensitive material provided to the others under this Section 5.03 as "outside counsel only" and such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express written consent is obtained in advance from the source of the materials, (ii) redact documents and information as necessary to comply with contractual obligations, as necessary to avoid adversely impacting or jeopardizing any legal privilege or work product doctrine or as necessary to protect personal information; and (iii) exclude the others from any meeting or conference (whether in person, by telephone or otherwise) with any Governmental Authority to the extent it addresses any information of the nature contemplated by the foregoing clauses (i) and (ii).

(g) For the avoidance of doubt, to the extent this Agreement is validly terminated pursuant to Article VII, a party hereto shall be enabled to take any action that was otherwise prohibited or conditioned upon the consent of the other party hereto without such consent.

SECTION 5.04. Public Announcements. Unless and until an Adverse Recommendation Change has occurred, Parent and the Company shall consult (and shall cause their respective Affiliates to consult) with each other before issuing, and give each other the opportunity to review and comment upon (which comments each party shall take into account in good faith), any press release or other public statements with respect to the Transactions, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law, Judgment, court process or the rules and regulations of any national securities exchange or national securities quotation system to which any party hereto is subject, in which case the party required to make such disclosure shall use its reasonable best efforts to allow, to the extent legally permitted, each other party reasonable time to comment on such disclosure in advance of its issuance, or is consistent with prior public communications previously consented to by the other parties. The parties hereto agree that the initial press release to be issued with respect to the Transactions following execution of this Agreement shall be in the form heretofore agreed to by the parties hereto (the "Announcement"). Notwithstanding the foregoing, this Section 5.04 shall not apply to any press release or other public statement made by any party hereto which is consistent with the Announcement and the terms of this Agreement and does not contain any information relating to the other parties hereto that has not been previously announced or made public in accordance with the terms of this Agreement.

SECTION 5.05. Access to Information; Confidentiality.

(a) Subject to applicable Law and any applicable Judgment, upon reasonable notice, the Company shall afford, and shall cause its Subsidiaries and each of its and their Representatives to afford, to Parent and its Representatives reasonable access during normal business hours to the Company's and its Subsidiaries' officers, employees (provided that Parent shall first direct any request to contact any officer or employee to the Chief Executive Officer of Birch Bank and include the Chairman of the Board of Directors of the Company), agents, properties, books, Contracts and records (other than any of the foregoing with respect to the negotiation of the terms of this Agreement, or, except as expressly provided in Section 5.02, to any Takeover Proposal or any other transactions potentially competing with or alternative to the Transactions or proposals from other parties relating to any competing or alternative transactions or relating to any deliberation of the Board of Directors of the Company regarding any Takeover Proposal or Adverse Recommendation Change) and the Company shall, and shall cause its Subsidiaries and its and their Representatives to, furnish promptly to Parent and its Representatives such information concerning its and its Subsidiaries business, personnel, assets, Governmental Authority, customer, vendor and agent relationships, liabilities and properties as Parent may reasonably request (other than any information with respect to the negotiation of the terms of this Agreement, or, except as expressly provided in Section 5.02, to any Takeover Proposal, or any other transactions potentially competing with or alternative to the Transactions or proposals from other parties relating to any competing or alternative transactions or relating to any deliberation of the Board of Directors of the Company regarding any Takeover Proposal or Adverse Recommendation Change); provided, however, that Parent and its Representatives shall conduct any such activities in such a manner as not to interfere unreasonably with the business or operations of the Company; provided, further, that (A) the Company shall not be obligated to provide such access or information if doing so would (i) result in the disclosure of Trade Secrets or competitively sensitive information to third parties (other than, for the avoidance of doubt, Parent and its Subsidiaries and their respective representatives), (ii) violate applicable Law or an applicable Judgment, including as described in Section 8.19, (iii) jeopardize, on the advice of outside legal counsel, the protection of an attorney-client privilege, attorney work product protection or other legal privilege; provided, in each case, that the Company has used reasonable best efforts to provide such access or disclose such information in a manner that does not result in such a disclosure, violation or jeopardization, and (B) such activities shall not involve any environmental sampling or testing. Until the Effective Time, all information provided (including information provided by the Company, its Subsidiaries or any of their respective Representatives pursuant to Section 5.11(a)) will be subject to the terms of that certain Amended and Restated Confidentiality and Non-disclosure Agreement, dated as of January 23, 2026, by and between the Company, Birch Bank and Opportunity Financial, LLC (the "Nondisclosure Agreement").

SECTION 5.06. Indemnification and Insurance.

(a) For a period of six (6) years after the Effective Time, each of Parent and the Surviving Company shall, and Parent shall cause the Surviving Company to, in each case to the fullest extent permitted by applicable Law, (i) indemnify and hold harmless each current or former director or officer of the Company and/or its Subsidiaries and each other Person who at the Effective Time is, or at any time prior to the Effective Time was, indemnified or entitled to be indemnified by the Company or its Subsidiaries pursuant to the Company Charter Documents or the organizational documents of such Subsidiaries, as applicable, as in effect on the date of this Agreement or pursuant to any other agreement in existence as of the date of this Agreement providing for indemnification or advancement of expenses between the Company or any of its Subsidiaries and such Person, including without limitation the agreements set forth on Section 5.06 of the Company Disclosure Letter (the "Indemnity Agreements"), in each case, as made available to Parent prior to the date of this Agreement (each, an "Indemnitee") with respect to all claims, liabilities, losses, damages, judgments, fines, penalties, costs (including amounts paid in settlement or compromise) and expenses (including fees and expenses of legal counsel) in connection with any Action (whether civil, criminal, administrative or investigative), whenever asserted, based on or arising out of, in whole or in part, (A) the fact that an Indemnitee is or was a director, manager, officer, employee or agent (solely, with respect to agents, to the extent of any underlying contractual indemnification obligation that is binding on the Company or any of its Subsidiaries as of the Closing Date) of the Company or such Subsidiary or (B) acts or omissions by an Indemnitee in the Indemnitee's capacity as a director, manager, officer, employee or agent (solely, with respect to agents, to the extent of any underlying contractual indemnification that is binding on the Company or any of its Subsidiaries as of the Closing Date) of the Company or such Subsidiary or taken at the request of the Company or such Subsidiary (including in connection with serving at the request of the Company or such Subsidiary as a representative of another Person (including any employee benefit plan)), in each case under clause (A) or (B), at, or at any time prior to, the Effective Time (including any Action relating in whole or in part to the Transactions or relating to the enforcement of this provision or any other indemnification or expense advancement right of any Indemnitee) and (ii) assume (in the case of the Surviving Company, in the Merger without any further action) all obligations of the Company and such Subsidiaries to the Indemnitees in respect of indemnification, advancement of expenses and exculpation from liabilities for acts or omissions occurring at or prior to the Effective Time as provided in the Company Charter Documents and the organizational documents of such Subsidiaries as in effect on the date of this Agreement or in any agreement in existence as of the date of this Agreement providing for indemnification, advancement of expenses or exculpation from liabilities between the Company or any of its Subsidiaries and any Indemnitee prior to the date of this Agreement, in each case, as made available to Parent prior to the date of this Agreement.

(b) Without limiting the foregoing, from and after the Effective Time for a period of six (6) years, to the fullest extent permitted by applicable Law and consistent with the formal and informal requests of each Governmental Authority with jurisdiction over such entities, Parent shall cause the Operating Agreement of the Surviving Company, and the Surviving Company shall cause the organizational documents of its Subsidiaries, to contain provisions no less favorable to the Indemnitees with respect to limitation of liabilities, indemnification, exculpation and advancement of expenses, taken as a whole, in each case, of managers, directors and officers than are set forth as of the date of this Agreement in the Company Charter Documents, the organizational documents of such Subsidiaries and the Indemnity Agreements, each as in effect on the date of this Agreement, which provisions shall not be amended, repealed or otherwise modified in a manner that would adversely affect the rights thereunder of any of the Indemnitees. From and after the Effective Time, Parent shall cause the Company to maintain in full force and effect the Indemnity Agreements, and such Indemnity Agreements may only be terminated or amended in writing with the consent of the parties thereto or in accordance with their terms. In addition, from and after the Effective Time, Parent shall, and shall cause the Surviving Company to, without requiring a preliminary determination of entitlement to indemnification, advance any reasonable expenses (including reasonable and documented attorneys' fees, costs and expenses) of any Indemnitee under this Section 5.06 (including in connection with establishing or enforcing a right to indemnification or advancement of expenses referred to in this Section 5.06) as incurred to the fullest extent permitted under applicable Law; provided, however, that an advancement of expenses shall be made solely upon delivery of a written undertaking, by the Indemnitee, that he or she has met the standard of conduct necessary for indemnification applicable to him or her and to repay any amounts so advanced (without interest) if and to the extent that it is determined by final judicial decision from which there is no further right to appeal that such Indemnitee is not entitled to be indemnified or entitled to advancement of expenses or the standard of conduct for indemnification was not met. For the avoidance of doubt, an Indemnitee shall not be entitled to indemnification by Parent under this Section 5.06 if it is finally determined that such Indemnitee engaged in any bad faith, willful misconduct, fraud, gross negligence or is otherwise not entitled to such indemnification; provided, that for the avoidance of doubt, the foregoing portion of this sentence shall not limit in any manner an Indemnitee's rights to be indemnified by the Surviving Company pursuant to the Company Charter Documents, under the organizational documents of the Company's Subsidiaries, under the Indemnity Agreements or by contract or otherwise as in effect on the date of this Agreement; provided, that if an Indemnitee received advancement of expenses or indemnification pursuant to this Section 5.06 and it is determined that the Indemnitee engaged in any bad faith, willful misconduct, fraud, gross negligence or is otherwise not entitled to such indemnification, such Indemnitee shall repay all such amounts to Parent or the Surviving Company previously received, as applicable.

(c) At or prior to the Closing, the Company shall purchase or cause to be purchased a six (6) year prepaid "tail policy" on terms and conditions providing at least substantially equivalent benefits as the current policies of directors' and officers' liability insurance maintained by the Company and its Subsidiaries with respect to matters existing or occurring prior to the Effective Time, covering without limitation the Transactions; provided, that the maximum aggregate premium for such insurance that the Company shall be required to expend shall not exceed two hundred and fifty percent (250%) of the annual directors' and officers' insurance premium for the Company's current fiscal year (the "Maximum Premium"), which annual premiums are set forth in Section 5.06(c) of the Company Disclosure Letter. If such insurance coverage cannot be obtained at an annual premium equal to or less than the Maximum Premium, the Surviving Company shall obtain the greatest coverage available for a cost not exceeding an annual premium equal to the Maximum Premium. The Surviving Company shall cause such policy to be maintained in full force and effect for its full term and shall honor all of its obligations thereunder.

(d) The provisions of this Section 5.06 are (i) intended to be for the benefit of, and shall be enforceable by, each Indemnitee, his or her heirs and his or her representatives and (ii) in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Indemnitee may have under the Company Charter Documents, under the organizational documents of the Company's Subsidiaries as in effect on the date of this Agreement, under the

Indemnity Agreements, or by contract or otherwise. The obligations of Parent and the Surviving Company under this Section 5.06 shall not be terminated or modified in such a manner as to adversely affect the rights of any Indemnitee to whom this Section 5.06 applies unless (x) such termination or modification is required by applicable Law or (y) the affected Indemnitee shall have consented in writing to such termination or modification (it being expressly agreed that the Indemnitees to whom this Section 5.06 applies and their heirs and representatives shall be third-party beneficiaries of this Section 5.06).

(e) In the event that (i) Parent, the Surviving Company or any of their respective successors or assigns (A) consolidates with or merges into any other Person and is not the continuing or Surviving Company or entity of such consolidation or merger or (B) transfers or conveys all or substantially all of its properties and assets to any Person, or (ii) Parent or any of its successors or assigns dissolves the Surviving Company, then, in each such case, proper provision shall be made so that the successors and assigns of Parent or the Surviving Company shall assume all of the obligations thereof set forth in this Section 5.06.

(f) Nothing in this Agreement is intended to, shall be construed to or shall release, waive or impair any rights to directors' and officers' insurance claims under any policy that is or has been in existence with respect to the Company or any of its Subsidiaries for any of their respective directors, officers or other employees, it being understood and agreed that the indemnification provided for in this Section 5.06 is not prior to or in substitution for any such claims under such policies.

(g) Notwithstanding anything in this Section 5.06 to the contrary, no indemnification payments will be made to an Indemnitee with respect to an administrative proceeding or civil action initiated by any federal banking agency unless all of the following conditions are met: (i) Parent's board of directors determines in writing that the Indemnitee acted in good faith and in the best interests of the Surviving Company or Surviving Bank; (ii) Parent's board of directors determines that the payment will not materially affect Parent's safety and soundness; (iii) the payment does not fall within the definition of a prohibited indemnification payment under 12 C.F.R. Part 359; and (iv) the Indemnitee agrees in writing to reimburse Parent, to the extent not covered by permissible insurance, for payments made in the event that the administrative or civil action instituted by a banking Governmental Authority results in a final order, Judgment or settlement in which the Indemnitee is assessed a civil money penalty, is prohibited from banking, or is required to cease an action or perform an affirmative action.

SECTION 5.07. Employee Matters.

(a) For a period of one (1) year following the Effective Time (or, if earlier, the date of the applicable Continuing Employee's (as defined below) termination of employment), Parent shall, or shall cause the Surviving Company and its Subsidiaries to, provide (i) an annual base salary or hourly wage rate, as applicable, and target short-term cash incentive opportunity to each Person who is an employee of the Company or any of its Subsidiaries immediately prior to the Effective Time (each, a "Continuing Employee") that are no less favorable taken as a whole than those in effect immediately prior to the Effective Time and (ii) other employee benefits (excluding any defined benefit pension, nonqualified deferred compensation, retention bonus, special bonus, long-term incentive, severance or other retiree health and welfare benefits) to each Continuing Employee that are substantially comparable in the aggregate to either (A) those provided to such Continuing Employee immediately prior to the Effective Time, to the extent such benefits are set forth on Section 3.11(a) of the Company Disclosure Letter, or (B) those provided to similarly-situated employees of Parent or its Subsidiaries.

(b) With respect to all employee benefit plans of Parent, the Surviving Company and their respective Subsidiaries in which Continuing Employees are eligible to participate from and after the Effective Time, including any "employee benefit plan" (as defined in Section 3(3) of ERISA) (other than any defined benefit pension, nonqualified deferred compensation or retiree health and welfare benefits), for eligibility, vesting and, with respect to vacation and paid time off benefits, accrual purposes (as well as service with any predecessor employer of the Company or any such Subsidiary, to the extent service with the predecessor employer was recognized by the Company or such Subsidiary) shall be treated as service with Parent, the Surviving Company or any of their respective Subsidiaries; provided, however, that such service need not be recognized to the extent that such recognition would result in any duplication of benefits for the same period of service. For a period of not less than one year following the Effective Time, Parent or its applicable Subsidiary (including, following the Effective Time, the Surviving Company and Surviving Bank) shall recognize all Continuing Employees' accrued, unused vacation and sick leave (collectively, "PTO") as of the Effective Time and shall make such PTO available for use by the Continuing Employees, subject to the terms of the applicable Company PTO program immediately prior to the Effective Time and in any event for a period not to exceed one (1) year following the Effective Time; provided, however, that for the avoidance of doubt, no Continuing Employee shall be entitled to duplicative accruals of PTO for any period of service.

(c) Without limiting the generality of Section 5.07(a), Parent shall, or shall cause its Affiliates (including, following the Effective Time, the Surviving Company and its Subsidiaries) to use commercially reasonable efforts to, waive, or cause to be waived, any pre-existing condition limitations, exclusions, actively-at-work requirements and waiting periods under any welfare benefit plan maintained by Parent, the Surviving Company or any of their respective Subsidiaries in which Continuing Employees (and their eligible dependents) will be eligible to participate from and after the Effective Time, except to the extent that such pre-existing condition limitations, exclusions, actively-at-work requirements and waiting periods would not have been satisfied or waived under a comparable Company Plan immediately prior to the Effective Time. Parent shall, or shall cause the Surviving Company and its Subsidiaries to, use commercially reasonable efforts to recognize the dollar amount of all co-payments, deductibles and similar expenses incurred by each Continuing Employee (and his or her eligible dependents) during the calendar year in which the Effective Time occurs for purposes of satisfying such year's deductible and co-payment limitations under the relevant welfare benefit plans in which they are eligible to participate immediately following the Effective Time to the same extent such service was recognized under the corresponding Company Plan as of immediately prior to the Effective Time.

(d) The Company shall, or shall cause its applicable Subsidiaries to, take all actions necessary or appropriate, effective no later than the day immediately preceding the Closing Date, to terminate, or take other actions in connection with the termination of, any Company Plan which is selected by Parent for termination; provided that Parent provides such request to terminate the applicable Company Plan in writing no less than thirty (30) Business Days prior to the Closing Date; provided further, that Parent shall not require the termination of any Company Plan which is an employment agreement or cash incentive agreement. If Parent provides such written request to the Company, the Company shall deliver to Parent, prior to the Closing Date, evidence that the Board of Directors of the Company (or the applicable Subsidiaries' board of directors) has validly adopted resolutions to terminate such Company Plan(s) (the form and substance of which resolutions shall be subject to review and approval of Parent, which approval shall not be unreasonably withheld or delayed) and taken all other actions necessary or advisable to terminate such Company Plans, effective no later than the date immediately preceding the Closing Date.

(e) The provisions of this Section 5.07 are solely for the benefit of the parties to this Agreement, and no provision of this Section 5.07 is intended to, or shall constitute the establishment or adoption of, or an amendment to, any compensation or employee benefit plan of the Company, the Surviving Company, Parent or any of their Affiliates, including any Company Plan, for purposes of ERISA or otherwise, and no current or former employee, director or individual service provider or any other individual associated therewith shall be regarded for any purpose as a third-party beneficiary of this Agreement or have the right to enforce the provisions hereof. Nothing contained this Section 5.07 expressed or implied, is intended or shall be construed to impede or limit Parent, the Company, the Surviving Company or any of their Affiliates from amending or terminating any Company Plan following the Effective Time. Nothing contained in this Agreement shall obligate Parent, the Surviving Company or any of their Affiliates to maintain any particular benefit plan, or retain the employment of any particular employee or individual service provider.

SECTION 5.08. Notification of Certain Matters; Stockholder Litigation and Engagement.

(a) Prior to the Effective Time, Parent shall give prompt written notice to the Company, and the Company shall give prompt written notice to Parent, of (i) to the extent permitted under applicable Law, any notice or other communication received by such party from any Governmental Authority in connection with or arising or resulting from this Agreement or the Transactions or the negotiation, execution, delivery, or performance of this Agreement or from any Person alleging that the consent of such Person is or may be required in connection with or as a result of the execution, delivery or performance of this Agreement or the Transactions; and (ii) any Actions commenced or, to such party's Knowledge, threatened against such party in relation to this Agreement or the Transactions or the negotiation, execution, delivery, or performance of this Agreement. Parent shall have the right, at its own expense, to participate fully in the defense, strategy, and settlement discussions of any such litigation, including through separate counsel of its choosing, and the Company shall reasonably consider Parent's view with respect thereto.

(b) The Company shall promptly notify Parent, and shall keep Parent reasonably informed with respect to, the defense and settlement of any stockholder litigation (including any class action or derivative litigation) against the Company or the Company's directors or officers relating to this Agreement or the Transactions. The Company shall not settle any stockholder litigation against the Company or the Company's directors relating to this Agreement or the Transactions without Parent's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned).

(c) Prior to the Effective Time, and in all cases subject to Section 8.19, the Company shall give prompt written notice to Parent of (i) to the extent permitted under applicable Law, the commencement of any material investigation by a Governmental Authority or any material notice, inquiry or other communication received by the Company or any of its Subsidiaries from any Governmental Authority in connection with a potential or ongoing investigation and (ii) any material Actions commenced or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries, in each case, where such notice is not already required to be provided to Parent pursuant to Section 5.08(a). To the extent permitted under applicable Law, the Company shall consult with Parent regarding any response or action plan with respect to the matters addressed in this Section 5.08(c).

(d) Without limiting the requirements of Section 5.02, the Company shall give prompt written notice to Parent of, and shall keep Parent reasonably informed with respect to, any private or public letter, notice, proposal, e-mail, text message or other similar message or other communication (including any oral communication) received by the Company, any of its Subsidiaries, the Board of Directors of the Company or any committee thereof, or its or their Representatives, from any actual or purported stockholder of the Company, any Affiliate of such stockholder, any Representative of such stockholder or any Affiliate of such stockholder, or any Person acting on behalf of or in concert with any stockholder of the Company or an Affiliate of such stockholder, in each case, intended to, seeking to or proposing to influence, advise, change or control the management of the Company, the Board of Directors of the Company or the Company, whether with respect to this Agreement or the Transactions or otherwise, including to oppose or seek to oppose the Company Board Recommendation or the consummation of the Transactions or to alter the terms or conditions of this Agreement. To the extent permitted under applicable Law, the Company shall consult with Parent regarding any response or action plan with respect to the matters addressed in this Section 5.08(d).

SECTION 5.09. Merger Sub Expenditures and Distributions. From the date of this Agreement until the Effective Time, (a) Merger Sub shall not expend funds other than in connection with (i) the Transactions and the payment of related expenses and (ii) matters ancillary to its existence and (b) Merger Sub shall not declare, set aside, make or pay any dividend or other distribution with respect to any of its Equity Interests.

SECTION 5.10. Exchange De-listing. Parent shall cause the Company Common Stock to be de-listed from, and cease to trade on, the OTCQX effective as of immediately prior to the Effective Time and, prior to the Effective Time, the Company shall provide all reasonable cooperation requested by Parent in connection therewith.

SECTION 5.11. Preparation of Registration Statement; Preparation of Proxy Statement; Company Stockholders' Meeting.

(a) As promptly as practicable after the execution of this Agreement, the Company shall prepare the Proxy Statement, and Parent shall prepare the Registration Statement. Parent shall cause the Registration Statement to be filed with the SEC as promptly as reasonably practicable after the preparation thereof (the Registration Statement and the Prospectus included therein, the "Transaction SEC Filings"). Each party shall cooperate with the other party in the preparation of the Proxy Statement and the Transaction SEC Filings and any amendment or supplement thereto (and in the response to any comments of the SEC or its staff on the Transaction SEC Filings or any amendment or supplement thereto), and shall consider in good faith all reasonable comments made by the other party, prior to the filing or mailing thereof. For the avoidance of doubt, the consent of Parent shall be required with respect to the form and contents of the Proxy Statement. The Company shall cooperate with Parent with respect to, and respond to and resolve as promptly as practicable, any comments of the SEC or its staff to the Transaction SEC Filings, and to have the Registration Statement declared effective under the Securities Act as promptly as practicable after it is filed with the SEC. The Company shall not agree to participate in any material or substantive meeting or conference (including by telephone) with the SEC, or any member of the staff thereof, in respect of the Transaction SEC Filings unless it consults with Parent in advance. Unless the Board of Directors of the Company has effected an Adverse Recommendation Change in accordance with Section 5.02, the Board of Directors of the Company shall make the Company Board Recommendation to the Company's stockholders and shall include such recommendation in the Proxy Statement. The Company shall cause the Proxy Statement to be mailed to its stockholders as promptly as practicable after the Registration Statement is declared effective under the Securities Act (the "SEC Clearance Date"), such that it is available for inclusion in the mailing of the Registration Statement. Each party shall promptly furnish to the other party all information required or reasonably requested by the other party in connection with the preparation, filing and distribution of the Proxy Statement and the Transaction SEC Filings. Each of the Company, Parent and Merger Sub shall correct any information provided by it for use in the Proxy Statement or in the Transaction SEC Filings as promptly as reasonably practicable if and to the extent such information contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) If the Company or Parent becomes aware of any information that should be disclosed in an amendment or supplement to the Proxy Statement or the Transaction SEC Filings, then such party shall: (i) promptly inform the other party thereof; (ii) provide the other party (and its counsel) with a reasonable opportunity to review and comment on any amendment or supplement to the Proxy Statement or the Transaction SEC Filings prior to it being filed with the SEC or mailed to the stockholders of the Company, as applicable; (iii) provide the other party with a copy of such amendment or supplement promptly after it is filed with the SEC or delivered to the stockholders of the Company; and (iv) if mailing is reasonably likely to be required under applicable Law, cooperate in mailing such amendment or supplement to the stockholders of the Company.

(c) Prior to the Effective Time, Parent shall use its reasonable best efforts to take all other action required to be taken under the Securities Act (and the rules and regulations of the SEC promulgated thereunder), the Exchange Act (and the rules and regulations of the SEC promulgated thereunder), the rules and policies of the NYSE or under any applicable state securities or "blue sky" laws (and the rules and regulations promulgated thereunder) in connection with the issuance, exchange and listing of Parent Common Stock to be issued in the Merger, except that Parent shall not be required to qualify to do business in any jurisdiction in which it is not now so qualified or file a general consent to service of process in any jurisdiction.

(d) To the extent not prohibited by any Judgment by a court of competent jurisdiction, the Company shall, in accordance with applicable Law and the Company Charter Documents to establish a record date for and duly call, give notice of, convene and hold a meeting of its stockholders (including any adjournment, recess or postponement thereof, the "Company Stockholders' Meeting") for the purpose of obtaining the Company Stockholder Approval, as soon as reasonably practicable after the SEC Clearance Date. Unless the Board of Directors of the Company has effected an Adverse Recommendation Change in accordance with Section 5.02, the Company shall use its reasonable best efforts to obtain the Company Stockholder Approval. The Company shall consult with Parent regarding the record date for the Company Stockholders' Meeting and shall cause appropriate searches to be made in accordance with Rule 14a-13. The Company shall not change the record date for the Company Stockholders' Meeting without the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed). Notwithstanding anything to the contrary contained in this Agreement, the Company may, in consultation with Parent, adjourn, recess or postpone the Company Stockholders' Meeting (i) to allow reasonable additional time for the filing or mailing of any supplement or amendment to the Proxy Statement that the Company has determined in good faith after consulation with outside counsel is reasonably likely to be required under applicable Law and for such supplement or amendment to be disseminated and reviewed by the stockholders of the Company in advance of the Company Stockholders' Meeting, in each case in accordance with this Section 5.11, (ii) to the extent required by a court of competent jurisdiction in connection with any Action in connection with this Agreement or the Transactions, (iii) if as of the time for which the Company Stockholders' Meeting is originally scheduled (as set forth in the Proxy Statement) there are insufficient shares of Company Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Company Stockholders' Meeting or (iv) to solicit additional proxies for the purpose of obtaining the Company Stockholder Approval. Notwithstanding the foregoing, (A) the Company shall not adjourn, recess or postpone the Company Stockholders' Meeting to a date that is less than five or more than ten (10) days after the date on which the Company Stockholders' Meeting was originally scheduled without the prior written consent of Parent and (B) if Parent requests that the Company adjourn, postpone or recess the Company Stockholders' Meeting to solicit additional proxies for the purpose of obtaining the Company Stockholder Approval, the Company will do so. The Company shall be required to adjourn the Company Stockholders' Meeting only two (2) times pursuant to this Section 5.11(d).

(e) The Company shall keep Parent updated with respect to proxy solicitation results as reasonably requested by Parent, including by allowing Parent to participate in phone calls with the Company's proxy solicitor regarding the proxy solicitation.

(f) Nothing in this Section 5.11 shall be deemed to prevent the Company or the Board of Directors of the Company from taking any action they are permitted or required to take under, and in compliance with, Section 5.02.

SECTION 5.12. Trust Preferred Securities. Parent will use all reasonable best efforts and take any actions reasonably required to facilitate the assumption by Parent of the Trust Preferred Securities, and the treatment of such Trust Preferred Securities as additional tier 1 regulatory capital instruments of the Parent following the Mergers, utilizing such transaction structures or legal entities as a Governmental Authority may indicate would be required to ensure such treatment, including submitting notice to or obtaining approval from any required Governmental Authority, and the Company and Birch Bank will cooperate, use all reasonable best efforts, and work in good faith with Parent to accomplish the same.

SECTION 5.13. Financing Assistance from the Company.

(a) During the Pre-Closing Period, at Parent's expense to the extent subject to the expense reimbursement provisions in Section 5.13(b), the Company and its Subsidiaries shall use reasonable best efforts to provide (and shall use reasonable best efforts to cause its and their Representatives to provide) to Parent and Merger Sub such cooperation and assistance as may be reasonably requested by Parent to assist Parent in arranging and obtaining any debt financing (including, for the avoidance of doubt, for purposes of this Section 5.13, any senior secured or unsecured bank financing or offering or private placement of debt, equity, equity-linked or equity-backed securities). Such cooperation shall include, but not be limited to:

(i) (x) furnishing to Parent, Merger Sub, the applicable providers of debt financing and their respective Representatives such financial information as Parent may reasonably request, and (y) cooperation to update any such financial information in order to cause such financial information to be Compliant;

(ii) preparation for and participation in a reasonable number of meetings, conference calls, road shows, due diligence sessions, drafting sessions and presentations with prospective lenders and investors and with rating agencies, including direct contact between senior management of the Company, on the one hand, and the actual and potential providers of debt financing, on the other hand, or other reasonable and customary financing activities, in each case, by officers of customary seniority and expertise of the Company;

(iii) providing information regarding the Company's business, operations, properties, assets, liabilities and condition as may be reasonably requested by Parent to assist Parent and Merger Sub in preparing materials for rating agency presentations, offering documents, private placement memoranda, registration statements, prospectuses, bank information memoranda, a confidential information memorandum, packages (including, in each case, procuring permission for the use of industry reports and data referenced therein) and similar documents reasonably and customarily used to syndicate or place any debt financing;

(iv) providing reasonable and customary assistance in the preparation by Parent of (but not prepare) pro forma financial information and pro forma financial statements (it being understood that Parent shall be responsible for the preparation of any pro forma calculations, any post-Closing or other pro forma cost savings, capitalization, ownership or other pro forma adjustments that may be included therein);

(v) providing reasonable cooperation with due diligence efforts of the applicable providers of debt financing, to the extent customary and reasonably requested;

(vi) providing at least four (4) Business Days prior to the Closing Date all documentation and other information about the Company and its Subsidiaries as is required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and, as applicable, any beneficial ownership regulations, to the extent requested in writing by Parent at least eight (8) Business Days prior to the Closing Date;

(vii) to the extent required by any provider of debt financing, providing customary authorization letters authorizing the distribution of information to prospective providers of debt financing regarding the Company's business, subject to customary terms and conditions (including with respect to the presence or absence of material non-public information and accuracy of the information contained therein);

(viii) facilitating the execution and delivery as of the Closing (but not prior to the Closing) of any pledge and security documents, currency or interest hedging arrangements, other definitive financing documents, or other certificates or documents as may be reasonably requested by Parent or the providers of debt financing (provided, that no obligation of the Company under any such document or agreement shall be effective until the Closing) and otherwise reasonably cooperate to facilitate the identification, pledging and granting of security interests in, and obtaining perfection of any liens on, collateral owned by the Company and its Subsidiaries in connection with any debt financing, effective as of the Closing (but not prior to the Closing); and

(ix) in connection with any offering of securities as part of any debt financing, use reasonable best efforts to cause the independent registered public accountants of the Company to participate, consistent with customary practice, in due diligence sessions with the providers of debt financing, and to issue, consistent with customary practice, a customary comfort letter (including customary "negative assurance") as reasonably requested by any provider of debt financing with respect to the financial information of the Company's business included in the offering documentation for any debt financing.

(b) Nothing in this Section 5.13 will require the Company to (i) provide any assistance or cooperation that (A) would cause any representation or warranty in this Agreement to be breached (or to not be true and current) or (B) would reasonably be expected to prevent, materially delay or materially impair the satisfaction of any of the conditions to the Closing set forth in Article VI or otherwise result in a breach of this Agreement; (ii) provide any financial (or other information) that (1) is not produced in the ordinary course of business or (2) is not required to be provided pursuant to the terms of the documentation governing the Indebtedness of the Company; (iii) take any action that would conflict with, violate or result in a breach of or default (with or without notice, lapse of time or both) under its organizational documents or any contract or law (including with respect to privacy of employees) to which it or its property is bound; (iv) provide access to or disclose information that the Company determines in good faith would jeopardize any attorney client privilege (provided that the Company shall use reasonable best efforts to provide access to or disclose such information in a manner that would not jeopardize any attorney-client privilege), (v) cause or be reasonably expected to cause any Representative of the Company to incur any personal liability, or (vi) deliver or cause the delivery of any legal opinions or reliance letter. Parent shall promptly, upon request by the Company (and in any event within ten (10) Business Days of such request), reimburse the Company for all reasonable and documented out-of-pocket fees, costs and expenses incurred by the Company or any of its Affiliates (including reasonable and documented attorneys' fees and expenses and accountants' fees and expenses) in connection with its cooperation contemplated by this Section 5.13.

(c) The Company hereby consents, on behalf of itself and its Subsidiaries and its Affiliates, to the use of its and its Subsidiaries' and Affiliates' logos in connection with any debt financing; provided, that such logos are used in a manner that is not intended to or reasonably likely to harm or disparage the Company's or its Subsidiaries' or Affiliates' reputation or goodwill.

(d) Notwithstanding anything to the contrary in this Agreement (but without limitation of the Company's obligations under this Section 5.13), solely to the extent Compliant financial information is not delivered prior to the Closing, as promptly as reasonably practicable following the Closing, the Company and its Affiliates shall use reasonable best efforts to (and shall use reasonable best efforts to cause its and their Representatives to) furnish to Parent and its Representatives such Compliant financial information as Parent may reasonably request.

SECTION 5.14. Closing Financial Statements.

(a) No later than five (5) Business Days prior to the anticipated Effective Time, the Company shall provide to Parent the Company's consolidated balance sheet and related statement of income (including the Company Common Equity Tier 1 Capital Ratio and the Minimum Tangible Common Equity of the Company described in Section 6.02(e) and its calculation) as of and through the close of business on the last day of the most recently concluded calendar month prior to the anticipated Effective Time (the "Closing Financial Statements");

provided, that if the anticipated Effective Time falls on or before the tenth (10th) Business Day of a calendar month, the Closing Financial Statements may, at the Company's option, be prepared as of and through the close of business on the last day of the month immediately preceding the most recently concluded calendar month prior to the anticipated Effective Time.

(b) The Closing Financial Statements shall (i) have been prepared (A) in good faith based on all available information at such time and in accordance with the Accounting Standards, and (B) in the same manner as the Financial Statements, and (ii) reflect all period-end accruals, other adjustments, and provisions to be consistent with the Financial Statements. The Closing Financial Statements shall also (1) reflect as of their date accruals for all fees, costs and expenses incurred or expected to be incurred (whether or not doing so is in accordance with GAAP) in connection (directly or indirectly) with the transactions contemplated by this Agreement, including any transaction, sale, change-of-control, retention costs or bonuses or other payments owed by the Company or any of its Subsidiaries and (2) be accompanied by (x) a certificate of the Company's chief financial officer, dated as of the date of the Closing Financial Statements, to the effect that such financial statements meet the requirements of Section 5.14(a), were prepared in good faith based on all available information at such time and in accordance with the Accounting Standards and in the same manner as the Financial Statements and reflect all period-end accruals, other adjustments and provisions, and reflect accurately the consolidated balance sheet and related statement of income of the Company in all material respects and (y) all supporting information from the Closing Financial Statements, including all books and records.

(c) Subject to Section 8.19, following delivery of the Closing Financial Statements, the Company shall, and shall cause Birch Bank and each of their respective Representatives to, (i) reasonably cooperate in good faith with and reasonably assist Parent and its Representatives in preparing for and completing their review of the Closing Financial Statements, including Loan valuation, and their investigation and evaluation of any material developments in the Company or Birch Bank from the date hereof (including the status of the Material Contracts, any default under any Law or Judgment applicable to the Company or any of its Subsidiaries, any notification or communication from any Governmental Authority asserting that the Company or any of its Subsidiaries is not in compliance with any Laws, Judgments, or Permits or engaging in an unsafe or unsound activity or is in troubled condition, or any Action instituted or pending, or, to the Knowledge of the Company, threatened against the Company or any of its subsidiaries and significant Loan issuances), and (ii) provide Parent and its Representatives with any books, records or other information reasonably requested by Parent or its Representatives and in the Company's possession in connection with such review, investigation and evaluation. The Company will consider in good faith any reasonable requests from Parent for any of the above-referenced information as may be available in final form prior to the delivery of the Closing Financial Statements.

(d) Following the delivery of the Closing Financial Statements: (i) Parent will have five (5) Business Days to review the Closing Financial Statements and provide any reasonable comments, which the Company will consider in good faith, and (ii) Parent and the Company shall work together in good faith to agree on the Closing Financial Statements, including the calculation of the Company Common Equity Tier 1 Capital Ratio and the Minimum Tangible Common Equity of the Company contained therein. In the event that Parent and the Company are unable to agree on the Closing Financial Statements, including the calculation of the Company Common Equity Tier 1 Capital Ratio or the Minimum Tangible Common Equity of the Company, the parties may mutually agree to, but are not required to, submit such dispute to non-binding mediation administered by a mutually acceptable mediator or other neutral, before resorting to other dispute resolution procedures. The Closing Financial Statements and the calculation of the Company Common Equity Tier 1 Capital Ratio and the Minimum Tangible Common Equity of the Company contained therein agreed between the parties hereto shall become final and binding.

SECTION 5.15. Operating Functions. The Company and Birch Bank shall reasonably cooperate with Parent in connection with planning for the efficient and orderly combination of the parties and the operation of the Surviving Company and Surviving Bank, and in preparing for the consolidation of appropriate operating functions to be effective at the Effective Time or such later date as Parent may decide. Each party shall cooperate with the other party in preparing to execute after the Effective Time conversion or consolidation of systems and business operations generally (including by entering into customary confidentiality, non-disclosure and similar agreements with service providers of the other party). Prior to the Effective Time, each party shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations. For the avoidance of doubt, Parent shall be responsible for any and all early termination fees, deconversion fees, conversion fees, data migration costs, change-in-control or assignment fees, and all such other fees, costs, and expenses associated with any Contract of Company, Birch Bank, and their respective subsidiaries as a result of or in connection with the Transactions, regardless of whether such Contracts are terminated in connection with Closing or retained by the Surviving Company, Surviving Bank, or their respective subsidiaries.

SECTION 5.16. Cooperation. Subject to Section 5.05 and Section 5.11 of this Agreement, each of Company and Parent shall, and shall cause each of their respective Subsidiaries to, use their reasonable best efforts (a) to take, or cause to be taken, all actions necessary, proper or advisable to comply promptly with all legal and regulatory requirements that may be imposed on such party or its Subsidiaries with respect to the Transactions and, subject to the conditions set forth in ArticleARTICLE VI hereof, to consummate the transactions contemplated by this Agreement, and (b) to obtain (and to cooperate with the other party to obtain) any Permit or Regulatory Approval by any Governmental Authority and any other third party that is required to be obtained by Company or Parent or any of their respective Subsidiaries in connection with, or to effect, the Transactions and the other transactions contemplated by this Agreement. In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Company and Surviving Bank with full title to all properties and assets, rights, Permits, immunities and franchises of any of the parties to the

Transaction, the proper officers and directors of each party and their respective Subsidiaries shall take all such necessary action as may be reasonably requested by Parent.

SECTION 5.17. Real Property Matters. Within ninety (90) days following the date of this Agreement, Parent shall have the right to obtain a commitment for an American Land Title Association ("ALTA") fee owner's policy of title insurance (each, a "Title Commitment") in relation to each Owned Real Property from First American Title Insurance Company or such other title company reasonably acceptable to Parent and the Company (the "Title Company"). Parent shall have the right to obtain a current property condition report, zoning report and survey of each Owned Real Property (each survey, a "Survey"), and such Surveys shall be (a) performed by persons and (b) in such form and content as is acceptable to Parent. The Company and its Subsidiaries shall provide access to Parent and its Representatives for purposes of each Survey. Parent shall have forty-five (45) days following receipt by Parent of each Title Commitment and related Survey for each respective Owned Real Property within which to notify Company of any objections to title and survey defects (each, a "Real Property Objection") as disclosed by such Title Commitments or Surveys that are not Permitted Liens. Parent's failure to make any Real Property Objections within such time period will constitute a waiver of the Real Property Objections for the respective parcel of Owned Real Property, as applicable, except for any matters which arise prior to the Closing Date and after the date of the applicable Title Commitment or Survey; provided, however, if any matters arise prior to the Closing date and after the date of the applicable Title Commitment or Survey, Parent shall raise any Real Property Objections within thirty (30) days of obtaining knowledge of such matter. If Parent timely delivers any Real Property Objections, the Company shall have sixty (60) days following Company's receipt of the respective Real Property Objections to, or to cause its applicable Subsidiaries to, (i) if such defect is monetary in nature and caused by the Company or its applicable Subsidiary, or (ii) if such title defect is nonmonetary in nature, the Company shall, or shall cause its applicable Subsidiaries to, use good faith commercially reasonable efforts to either (A) remove such title defect, or (B) seek affirmative coverage from the Title Company for any such nonmonetary title defect. The Company shall pay all costs of recording any instruments required to discharge and/or release any Lien (other than Permitted Liens) and any other costs necessary or appropriate to effect such discharge and/or release. Notwithstanding the foregoing, neither the Company nor its Subsidiaries shall have any obligation to remove or cause the Title Company to insure any Real Property Objection if the total of all damages arising out of, relating to or incurred in connection with the Real Property Objections collectively for a particular parcel of Owned Real Property does not exceed $25,000 in the aggregate for a particular parcel or Owned Real Property or $250,000 in the aggregate across all parcels of Owned Real Property; provided, however, that this sentence shall not apply to any monetary Liens affecting any parcel of Owned Real Property, which the Company and/or its Subsidiaries, as applicable, must remove as provided herein. On the Closing Date, the Company shall, at its sole cost and expense, execute and deliver, and, to the extent applicable, shall cause any applicable Subsidiary to execute and deliver customary owner's affidavits, gap indemnities, non-imputation endorsement affidavits, other affidavits, assurances and undertakings with respect to the Owned Real Property and other documentation (all such affidavits, indemnities, undertakings, assurances and documentation, the "Company's Title Deliverables"), as may be in a form, reasonably requested by the Title Company to issue an ALTA extended coverage form of owners' title insurance policy with respect to each parcel of the Owned Real Property (each a "Title Policy"), insuring the good and marketable fee interest in the Owned Real Property, and (A) such Title Policy shall not be subject to any Liens, other than Permitted Liens and easements, encumbrances, covenants and restrictions of record which Real Property Objections were not raised or the Company did not agree to remove or cause to be insured over or is not required to remove or cause to be insured over because the applicable thresholds were not exceeded; (B) all standard exceptions that can be deleted by the use of the Company's Title Deliverables are to be deleted from each Title Policy; and (C) each Title Policy shall contain endorsements as reasonably requested by Parent. Notwithstanding anything to the contrary herein, in no event shall Company or any of its Subsidiaries be required to provide or cause any of its officers or directors to provide any personal financial information, personal guaranties, or personal indemnity agreements to the Title Company for purposes of issuing any endorsements that may be required by Parent,; provided, however, that Company or its Subsidiaries, as appropriate, shall provide a standard and customary "seller's affidavit" and "non-imputation affidavit" acceptable to the Title Company, if required by the Title Company to issue the respective Title Policy, including extended coverage, without any endorsements, except for a non-imputation endorsement; provided that in no event shall any officer or director provide any personal financial information, personal guaranties, or personal indemnity agreements relating to any affidavits or endorsements. Parent shall be responsible for all costs and expenses associated with the Title Commitments, the Surveys, the premiums on the Title Policies, and any and all endorsements requested by Parent.

SECTION 5.18. Certain Tax Matters. Each of the Company and Parent shall use its reasonable best efforts, subject to the express provisions of this Agreement, to cause the Merger to qualify as a "reorganization" within the meaning of Section 368(a) of the Code. Each of the Company and Parent shall use its reasonable best efforts and shall cooperate with one another to obtain the opinions of counsel referred to in Section 6.02(g) and Section 6.03(e). In connection with the foregoing, each of the Company and Parent shall deliver to such counsel that is delivering the opinions referred to in Section 6.02(g) and Section 6.03(e) a duly executed letter of representations customary for transactions of this type and reasonably satisfactory to such counsel (each a "Tax Certificate" and collectively, the "Tax Certificates") at such times as such counsel shall reasonably request.

ARTICLE VI

Conditions to the Transactions

SECTION 6.01. Conditions to Each Party's Obligation to Effect the Transactions. The respective obligations of each party hereto to effect the Transactions shall be subject to the satisfaction (or written waiver by each party hereto, if permissible under applicable Law) at or prior to the Effective Time of the following conditions:

(a) No Restraints. No Judgment enacted, promulgated, issued, entered, amended or enforced by any Governmental Authority of competent jurisdiction or any applicable Law (collectively, "Restraints") shall be in effect enjoining, restraining or otherwise making illegal, preventing or prohibiting the consummation of the Transactions, and no such Action seeking such by a Governmental Authority shall be pending or shall have been overtly threatened;

(b) Governmental Consents. All required Regulatory Approvals shall have been obtained and be in full force and effect, and all statutory waiting periods in respect thereof shall have expired;

(c) Company Stockholder Approval. The Company Stockholder Approval shall have been obtained;

(d) Registration Statement. The Registration Statement shall have become effective under the Securities Act, and no stop order or proceedings seeking a stop order shall have been initiated by the SEC and not rescinded; and

(e) Listing. The shares of Parent Common Stock issuable to the holders of shares of Company Common Stock pursuant to this Agreement shall have been authorized for listing on the NYSE upon official notice of issuance.

SECTION 6.02. Conditions to the Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Transactions shall be subject to the satisfaction (or written waiver by Parent, if permissible under applicable Law) at or prior to the Effective Time of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of the Company set forth in Section 3.02(a)-(d) shall be true and correct in all respects as of the date hereof and as of the Effective Time with the same effect as though made as the Effective Time (except to the extent expressly made as of an earlier date, in which case as of such earlier date), except for inaccuracies that are de minimis in the aggregate, (ii) the Company Fundamental Representations, disregarding all qualifications or limitations as to "materiality", "Company Material Adverse Effect" and words of similar import set forth therein, shall be true and correct in all material respects as of the Effective Time with the same effect as though made as of the Effective Time (except to the extent expressly made as of an earlier date, in which case as of such earlier date, which representations and warranties, disregarding all qualifications or limitations as to "materiality", "Company Material Adverse Effect" and words of similar import set forth therein, shall be true and correct in all material respects at and as of such earlier date), and (iii) the representations and warranties in Section 3.07(b) shall be true and correct as of the date hereof and as of the Effective Time with the same effect as though made as of such dates. The representations and warranties of the Company contained in this Agreement other than those Sections specifically identified in clause (i), (ii) or (iii) of this Section 6.02(a), disregarding all qualifications or limitations as to "materiality", "Company Material Adverse Effect" and words of similar import set forth therein, shall be true and correct as of the Effective Time with the same effect as though made as of the Effective Time (except to the extent expressly made as of an earlier date, in which case as of such earlier date, which representations and warranties, shall be true and correct at and as of such earlier date), except, in each case, where the failure to be true and correct would not reasonably be expected to have a Company Material Adverse Effect;

(b) Compliance with Covenants. The Company shall have complied with or performed in all material respects the obligations required to be complied with or performed by it at or prior to the Effective Time under this Agreement;

(c) Company Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any Company Material Adverse Effect;

(d) Company Closing Certificate. The Company shall have delivered to Parent a certificate, dated as of the Closing Date and validly executed on behalf of the Company by a duly authorized executive officer of the Company, certifying that the conditions set forth in Sections 6.02(a), 6.02(b) and 6.02(c) have been satisfied; and

(e) Financial Metrics. In each case as reflected in the Closing Financial Statements (as may be revised prior to the Effective Time in accordance with Section 5.14), (i) the Company and Birch Bank shall each be "well capitalized" as defined under applicable Law, (ii) the Company Common Equity Tier 1 Capital Ratio shall be no less than twelve percent (12%), and (iii) the Minimum Tangible Common Equity of the Company shall not be less than $111,952,000. A sample calculation of the Minimum Tangible Common Equity as of December 31, 2025, is set forth on Section 6.02(e) of the Company Disclosure Letter.

(f) Burdensome Condition. No Regulatory Approval contains, shall have resulted in or would reasonably be expected to result in, the imposition of a Burdensome Condition.

(g) Tax Treatment. Parent shall have received a written opinion from Sidley Austin LLP, in form and substance reasonably satisfactory to Parent, dated as of the Closing Date, to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code. In rendering such opinion, counsel may require and rely upon representations contained in the Tax Certificates.

SECTION 6.03. Conditions to the Obligations of the Company. The obligations of the Company to effect the Transactions shall be subject to the satisfaction (or written waiver by the Company, if permissible under applicable Law) at or prior to the Effective Time of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of Parent set forth in Section 4.03 shall be true and correct in all respects as of the date hereof and as of the Effective Time with the same effect as though made as of the Effective Time (except to the extent expressly made as of an earlier date, in which case as of such earlier date), except for inaccuracies that are de minimis in the aggregate, (ii) the Parent Fundamental Representations, disregarding all qualifications or limitations as to "materiality", "Parent Material Adverse

Effect" and words of similar import set forth therein, shall be true and correct in all material respects as of the Effective Time with the same effect as though made as of the Effective Time (except to the extent expressly made as of an earlier date, in which case as of such earlier date, which representations and warranties, disregarding all qualifications or limitations as to "materiality", "Parent Material Adverse Effect" and words of similar import set forth therein, shall be true and correct in all material respects at and as of such earlier date) and (iii) the representations and warranties in Section 4.05(b) shall be true and correct as of the date hereof and as of the Effective Time with the same effect as though made as of such dates. The representations and warranties of Parent contained in this Agreement other than those Sections specifically identified in clause (i), (ii) or (iii) of this Section 6.03(a), disregarding all qualifications or limitations as to "materiality", "Parent Material Adverse Effect" and words of similar import set forth therein, shall be true and correct as of the Effective Time with the same effect as though made as of the Effective Time (except to the extent expressly made as of an earlier date, in which case as of such earlier date, which representations and warranties, shall be true and correct at and as of such earlier date), except, in each case, where the failure to be true and correct would not reasonably be expected to have a Parent Material Adverse Effect;

(b) Compliance with Covenants. Parent and Merger Sub shall have complied with or performed in all material respects the obligations required to be complied with or performed by them at or prior to the Effective Time under this Agreement;

(c) Parent Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any Parent Material Adverse Effect; and

(d) Parent Closing Certificate. Parent shall have delivered to the Company a certificate, dated as of the Closing Date and validly executed on behalf of Parent and Merger Sub by a duly authorized executive officer of Parent, certifying that the conditions set forth in Sections 6.03(a), 6.03(b) and 6.03(c) have been satisfied.

(e) Tax Treatment. The Company shall have received a written opinion from Fredrikson & Byron, P.A., in form and substance reasonably satisfactory to the Company, dated as of the Closing Date, to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code. In rendering such opinion, counsel may require and rely upon representations contained in the Tax Certificates.

ARTICLE VII

Termination

SECTION 7.01. Termination. This Agreement may be terminated, and the Transactions abandoned, at any time prior to the Effective Time (except as otherwise expressly noted):

(a) by the mutual written consent of the Company and Parent;

(b) by either of the Company or Parent:

(i) if the Effective Time shall not have occurred on or prior to April 28, 2027 (as such date may be extended, the "Outside Date"); provided, however, that if, as of, April 28, 2027 any of the conditions set forth in Section 6.01(b), Section 6.02(e) or Section 6.01(a) (to the extent due to a Restraint relating to any Regulatory Approvals or the consents, approvals or other clearances set forth on Section 6.01(b) of the Company Disclosure Letter) shall not have been satisfied or waived but all of the other conditions set forth in Article VI have been satisfied or waived (or, in the case of conditions that by their nature are to be first satisfied at the Closing, which conditions would reasonably be expected to be capable of being satisfied if the Closing were to occur on or before the Outside Date), then the Outside Date shall automatically be extended to July 27, 2027, and such date shall become the Outside Date for purposes of this Agreement; provided, further, that the right to terminate this Agreement under this Section 7.01(b)(i) shall not be available to any party if the breach by such party of its representations and warranties set forth in this Agreement or such party's failure to perform any of its obligations under this Agreement has been the proximate cause of or resulted in the events or conditions specified in this Section 7.01(b)(i) (it being understood that Parent and Merger Sub shall be deemed a single party for purposes of the foregoing proviso);

(ii) if any Restraint having the effect set forth in Section 6.01(a) shall be in effect and shall have become final and nonappealable; provided, however, that the right to terminate this Agreement under this Section 7.01(b)(ii) shall not be available to any party if the breach by such party of its representations and warranties set forth in this Agreement or such party's failure to perform any of its obligations under this Agreement has been the proximate cause of or resulted in the events or conditions specified in this Section 7.01(b)(ii) (it being understood that Parent and Merger Sub shall be deemed a single party for purposes of the foregoing proviso); or

(iii) if the Company Stockholders' Meeting (including any adjournments or postponements thereof) shall have concluded and the Company Stockholder Approval shall not have been obtained.

(c) by Parent:

(i) if the Company shall have breached any of its representations or warranties (or such representations or warranties shall have become untrue or inaccurate) or failed to perform any of its covenants or agreements set forth in this Agreement, which breach, untruth, inaccuracy or failure to perform (A) would give rise to the failure of a condition set forth in Section 6.02(a) or Section 6.02(b) and (B) is incapable of being cured by the Outside Date or, if capable of being cured by the Outside Date, the Company shall not have cured such breach, untruth, inaccuracy or failure to perform within thirty (30) calendar days following receipt by the Company of written notice of such breach, untruth, inaccuracy or failure to perform from the date on which Parent informs the Company in writing of Parent's intention to terminate this Agreement pursuant to this Section 7.01(c)(i) and the basis for such termination; provided, however, that Parent shall not have the right to terminate this Agreement pursuant to this Section 7.01(c)(i) if Parent or Merger Sub is then in material breach of any of its representations, warranties, covenants or agreements hereunder;

(ii) if (A) the Board of Directors of the Company shall have made an Adverse Recommendation Change (B) the Board of Directors of the Company shall have failed to recommend against any tender offer or exchange offer subject to Regulation 14D under the Exchange Act that constitutes a Takeover Proposal within ten (10) Business Days after the commencement thereof or (C) the Board of Directors of the Company failed to publicly reaffirm the Company Board Recommendation within ten (10) Business Days following receipt of a written request by Parent to provide such reaffirmation following the public announcement or disclosure of a Takeover Proposal; or

(iii) if any Governmental Authority has granted a Regulatory Approval, but such Regulatory Approval contains, or shall have resulted in or would reasonably be expected to result in, the imposition of a Burdensome Condition.

(d) by the Company:

(i) if either of Parent or Merger Sub shall have breached any of its representations or warranties (or such representations or warranties shall have become untrue or inaccurate) or failed to perform any of its covenants or agreements set forth in this Agreement, which breach, untruth, inaccuracy or failure to perform (A) would give rise to the failure of a condition set forth in Section 6.03(a) or Section 6.03(b), and (B) is incapable of being cured by the Outside Date or, if capable of being cured by the Outside Date, either Parent or Merger Sub, as applicable shall not have cured such breach, untruth, inaccuracy or failure to perform within 30 calendar days following receipt by Parent of written notice of such breach, untruth, inaccuracy or failure to perform from the date on which the Company informs Parent in writing of the Company's intention to terminate this Agreement pursuant to this Section 7.01(d)(i) and the basis for such termination; provided, however, that the Company shall not have the right to terminate this Agreement pursuant to this Section 7.01(d)(i) if the Company is then in material breach of any of its representations, warranties, covenants or agreements hereunder; or

(ii) prior to receipt of the Company Stockholder Approval, to enter into a Company Acquisition Agreement that provides for a Superior Proposal pursuant to and in accordance with Section 5.02(d)(II); provided that (A) such Superior Proposal did not result from a breach of Section 5.02(a) and the Company has complied in all material respects with all other provisions of Section 5.02 in relation to such Superior Proposal and (B) prior to or concurrently with such termination the Company pays or causes to be paid the Company Termination Fee due and payable under Section 7.03(a) so long as Parent has provided the Company with wire instructions for such payment.

SECTION 7.02. Effect of Termination. In the event of the termination of this Agreement as provided in Section 7.01, written notice thereof shall be given to the other party or parties hereto, specifying the provision hereof pursuant to which such termination is made, and this Agreement shall forthwith become null and void (other than the last sentence of Section 5.05, this Section 7.02, Section 7.03 and Article VIII, all of which shall survive termination of this Agreement), and there shall be no liability on the part of Parent, Merger Sub, the Company or their respective directors, officers and Affiliates, except that no such termination shall relieve any party from liability for damages to another party resulting from a Willful Breach of this Agreement or from Fraud (which liability the parties hereto acknowledge and agree shall not be limited to reimbursement of out-of-pocket fees, costs or expenses incurred in connection with the Transactions, and may include, to the extent proven, damages based on loss of the economic benefit of the Transactions to the other parties hereto and the stockholders of such other parties).

SECTION 7.03. Termination Fee.

(a) In the event that: (i) this Agreement is terminated by the Company or Parent pursuant to Section 7.01(b)(iii); provided that (A) a Takeover

Proposal shall have been made, proposed or communicated by a third party after the date of this Agreement and (B) within twelve (12) months after the date this Agreement is terminated, the Company or any of its Subsidiaries consummates a Takeover Proposal or enters into a definitive agreement with respect to a Takeover Proposal (whether or not with the Person or Persons that made the Takeover Proposal referred to in clause (A)); provided, however, that, for purposes of clauses (A) and (B) of this Section 7.03(a), the references to "twenty percent (20%)" in the definition of Takeover Proposal shall be deemed to be references to "fifty percent (50%)"; or (ii) this Agreement is terminated (A) by Parent pursuant to Section 7.01(c)(ii) or (B) by the Company pursuant to Section 7.01(d)(ii); then, in any such event under clause (i) or (ii) of this Section 7.03(a)(i), the Company shall pay or cause to be paid the Company Termination Fee to Parent or its designee by wire transfer of same-day funds so long as Parent has provided the Company with wire instructions for such payment (x) in the case of Section 7.03(a)(ii)(A), within two (2) Business Days after such termination, (y) in the case of Section 7.03(a)(ii)(B), simultaneously with such termination or (z) in the case of Section 7.03(a)(i), within two (2) Business Days after the consummation of the Takeover Proposal referred to in clause (B) thereof; it being understood that in no event shall the Company be required to pay or cause to be paid the Company Termination Fee on more than one occasion. As used herein, "Company Termination Fee" shall mean a cash amount equal to $4,550,000.

(b) In the event this Agreement is terminated (i) by either the Company or Parent pursuant to Section 7.01(b)(i) (and, at such time, any of the conditions set forth in Section 6.01(b) or Section 6.01(a) (to the extent due to a Restraint relating to any Regulatory Approvals), shall not have been satisfied or waived) or Section 7.01(b)(ii), or (ii) by Parent pursuant to Section 7.01(c)(iii), then Parent shall pay or cause to be paid the Parent Termination Fee to the Company or its designee by wire transfer of same-day funds within two (2) Business Days after such termination, so long as the Company has provided Parent with wire instructions for such payment. As used herein, "Parent Termination Fee" shall mean a cash amount equal to $1,950,000; the Company Termination Fee and Parent Termination Fee may be referred to as the "Termination Fees."

(c) Each of the parties hereto acknowledges that the agreement contained in this Section 7.03 is an integral part of the Transactions, and that without this agreement, the other parties hereto would not enter into this Agreement. Accordingly, if the party owing such Termination Fee (for purposes of this Section 7.03, the "Paying Party") fails to timely pay or cause to be paid any amount due pursuant to this Section 7.03, and, in order to obtain the payment, the party to whom such Termination Fee is owed (for purposes of this Section 7.03, the "Payee") commences an Action which results in a judgment against the Paying Party for the payment set forth in this Section 7.03, such Paying Party shall pay or cause to be paid to the Payee its or their reasonable and documented out-of-pocket costs and expenses (including reasonable and documented out-of-pocket attorneys' fees) in connection with such Action, together with interest on the applicable Termination Fee at the prime rate as published in The Wall Street Journal in effect on the date such payment was required to be made through the date such payment was actually received. Each of the parties hereto acknowledges that any amount payable by the Paying Party pursuant to this Section 7.03, including the applicable Termination Fee, does not constitute a penalty, but rather shall constitute liquidated damages in a reasonable amount that will compensate the Payee for the disposition of its rights under this Agreement in the circumstances in which such amount is due and payable, which amount would otherwise be impossible to calculate with precision.

(d) Subject in all respects to the parties' injunction, specific performance and equitable relief rights set forth in Section 8.11 and the obligations of the parties under Section 7.03(c), other than in the case of a Willful Breach of this Agreement or Fraud, in the event any Termination Fee is paid in circumstances for which such fee is payable pursuant to Section 7.03(a) or (b) and paid, payment of the applicable Termination Fee shall be the sole and exclusive monetary damages remedy of Payee against the Paying Party and any of their respective former, current or future officers, directors, partners, stockholders, managers, members or Affiliates (collectively, the "Related Parties") for any loss suffered as a result of the failure of the Transactions to be consummated or for a breach or failure to perform hereunder or otherwise relating to or arising out of this Agreement or the Transactions, and upon payment of such amount none of the Related Parties shall have any further liability or obligation relating to or arising out of this Agreement or the Transactions. While a party may pursue both a grant of specific performance in accordance with Section 8.11 and payment of the Termination Fee under Section 7.03, under no circumstances shall a party be permitted or entitled to receive both a grant of specific performance that results in the Closing and any monetary damages, including all or any portion of the applicable Termination Fee.

ARTICLE VIII

Miscellaneous

SECTION 8.01. Non-Survival of Representations, Warranties and Agreements. None of the representations, warranties, covenants and other agreements in this Agreement or in any document or instrument delivered pursuant to or in connection with this Agreement shall survive the Effective Time. Notwithstanding the foregoing, this Section 8.01 shall not limit any covenant or agreement contained in this Agreement or in any document or instrument delivered pursuant to or in connection with this Agreement that by its terms applies in whole or in part after the Effective Time.

SECTION 8.02. Disclosure Letters. Inclusion of any information, item or matter in the Company Disclosure Letter or Parent Disclosure Letter shall not, in and of itself, constitute, or be deemed to be an admission by the Company or Parent, as applicable, or any of its Subsidiaries or any other Person, or to otherwise imply that any such information, item or matter (i) has had or would have a Company Material Adverse Effect or Parent Material Adverse Effect, as applicable, or otherwise represents an exception or material fact, event or circumstance for the purposes of the Agreement, (ii) did not arise in the ordinary course of business or (iii) meets or exceeds a monetary or other threshold specified for disclosure in the Agreement. Inclusion of any information, item or matter in the Company Disclosure Letter or Parent Disclosure Letter shall not constitute, or be deemed to be, an admission by any Person to any other Person of any information, matter or item whatsoever (including any violation of applicable Law or Judgment (or that disclosure is required under applicable Law or Judgment) or breach of Contract), nor shall it establish, or be deemed to establish, a standard for materiality or a Company Material Adverse Effect or Parent Material Adverse Effect, as applicable. In such cases where a representation or warranty is qualified by a reference to materiality or a Company Material Adverse Effect or Parent Material Adverse Effect, as applicable, the disclosure of any information, item or matter in the Company Disclosure Letter or Parent Disclosure Letter shall not imply that any other undisclosed information, item or matter that has a greater value or could otherwise be deemed more significant (x) is or is reasonably likely to be material or (y) has had or would have a Company Material Adverse Effect or Parent Material Adverse Effect, as applicable. Disclosure of any information, item or matter set forth in any section or subsection of the Company Disclosure Letter or Parent Disclosure Letter shall be deemed disclosure with respect to, and shall be deemed to apply to and qualify, the section or subsection of the Agreement to which it corresponds in number and each other section or subsection of the Agreement to the extent that it is reasonably apparent on its face that such information, item or matter also qualifies or applies to such other section or subsection.

SECTION 8.03. Acknowledgment by the Company. The Company acknowledges that it and its Representatives have received access to such books and records, facilities, equipment, Contracts and other assets of Parent that it and its Representatives have desired or requested to review, and that it and its Representatives have had full opportunity to meet with the management of Parent and to discuss the business and assets of Parent. Except for the representations and warranties made by Parent and Merger Sub in Article IV or in any certificate delivered by Parent in connection with the Mergers, the Company (for itself and on behalf of its Representatives) acknowledges that neither Parent, Merger Sub nor any of their respective Subsidiaries, nor any other Person, (a) has made or is making, and the Company and its Representatives have not relied on and are not relying on, any other express or implied representation or warranty with respect to Parent, Merger Sub or any of their respective Subsidiaries or their respective businesses, operations, properties, assets, liabilities, condition (financial or otherwise) or prospects, or any estimates, projections, forecasts and other forward-looking information or business and strategic plan information regarding Parent, notwithstanding the delivery or disclosure to the Company or any of its Representatives of any documentation or other information (in any form or through any medium) with respect to any one or more of the foregoing or any oral, written, video, electronic or other information developed by the Company or any of its Representatives or (b) will have or be subject to any liability or obligation to the Company or any of its Representatives resulting from the delivery, dissemination or any other distribution to the Company or any of its Representatives (in any form whatsoever and through any medium whatsoever), or the use by the Company or any of its Representatives, of any information, documents or other material developed by or provided or made available to the Company or any of its Representatives in anticipation or contemplation of any of the Transactions. The Company, on behalf of itself and on behalf of its Affiliates, expressly waives any claim relating to the foregoing matters. Any independent investigation of the Parent made by the Company (for itself or on behalf of its Representatives) shall not affect or be deemed to modify or waive the representations, warranties, covenants or agreement contained in this Agreement.

SECTION 8.04. Acknowledgment by Parent and Merger Sub. Each of Parent and Merger Sub acknowledges that it and its Representatives have received access to such books and records, facilities, equipment, Contracts and other assets of the Company that it and its Representatives have desired or requested to review, that it and its Representatives have had full opportunity to meet with the management of the Company and to discuss the business and assets of the Company. Except for the representations and warranties made by the Company in Article III or in any certificate delivered by the Company in connection with the Mergers, Parent and Merger Sub (each for itself and on behalf of its Representatives) acknowledge that neither the Company nor any of its Subsidiaries, nor any other Person, (a) has made or is making, and each of Parent, Merger Sub and their respective Representatives have not relied on and are not relying on, any other express or implied representation or warranty with respect to the Company or any of its Subsidiaries or their respective businesses, operations, properties, assets, liabilities, condition (financial or otherwise) or prospects, or any estimates, projections, forecasts and other forward-looking information or business and strategic plan information regarding the Company and its Subsidiaries, notwithstanding the delivery or disclosure to Parent, Merger Sub or any of their respective Representatives of any documentation, forecasts or other information (in any form or through any medium) with respect to any one or more of the foregoing or any oral, written, video, electronic or other information developed by Parent, Merger Sub or any of their respective Representatives or (b) will have or be subject to any liability or obligation to Parent, Merger Sub or any of their respective Representatives resulting from the delivery, dissemination or any other distribution to Parent, Merger Sub or any of their respective Representatives (in any form whatsoever and through any medium whatsoever), or the use by Parent, Merger Sub or any of their respective Representatives, of any information, documents, estimates, projections, forecasts or other forward-looking information, business and strategic plans or other material developed by or provided or made available to Parent, Merger Sub or any of their respective Representatives, including in due diligence materials, "data rooms" or management presentations (formal or informal, in person, by phone, through video or in any other format), in anticipation or contemplation of any of the Transactions. Parent and Merger Sub acknowledge (for itself and/or on behalf of its Representatives) that they have conducted, to their satisfaction, their own independent investigation of the business, operations, assets and financial condition of the Company and its subsidiaries.

SECTION 8.05. Amendment or Supplement. Subject to compliance with applicable Law, at any time prior to the Effective Time, this Agreement may be amended or supplemented in any and all respects by written agreement of the parties hereto; provided, however, that following receipt of the Company Stockholder Approval, there shall be no amendment or change to the provisions hereof which by Law would require further approval by the stockholders of the Company without such approval having first been obtained.

SECTION 8.06. Extension of Time, Waiver, etc. At any time prior to the Effective Time, either Parent or the Company may, subject to applicable Law, (a) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered pursuant hereto, (b) extend the time for the performance of any of the obligations or acts of the other party or (c) waive compliance by the other party with any of the covenants or agreements contained herein applicable to such party or, except as otherwise provided herein, waive any of such party's conditions (it being understood that Parent and Merger Sub shall be deemed a single party for purposes of the foregoing clauses (a) through (c)); provided, however, that following receipt of the Company Stockholder Approval, there shall be no waiver or extension of this Agreement that would require further approval of the stockholders of the Company without such approval having first been obtained. Notwithstanding the foregoing, no failure or delay by the Company, Parent or Merger Sub in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

SECTION 8.07. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise, by any of the parties hereto without the prior written consent of the other parties hereto (such consent not to be unreasonably withheld, delayed or conditioned). No assignment by any party hereto shall relieve such party of any of its obligations hereunder. Subject to the immediately preceding two sentences, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns. Any purported assignment not permitted under this Section 8.07 shall be null and void.

SECTION 8.08. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile, electronic signature, PDF or electronic mail), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto.

SECTION 8.09. Entire Agreement; No Third-Party Beneficiaries. This Agreement, including the Company Disclosure Letter, together with the Subsidiary Plan of Merger, the Voting and Restriction Agreements and the Nondisclosure Agreement, constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties hereto and their Affiliates, or any of them, with respect to the subject matter hereof and thereof. This Agreement is not intended to and does not confer upon any Person other than the parties hereto any rights or remedies hereunder, except for: (a) from and after the Effective Time, if the Effective Time occurs, the right of the holders of Company Common Stock to receive the Merger Consideration as provided in Section 2.01; (b) the Effective Time occurs, the rights of the Indemnitees set forth in Section 5.06; (c) the rights of the Related Parties set forth in Section 7.03(c); and (d) following the valid termination of this Agreement pursuant to Article VII, subject to Section 7.02 and the last sentence of this Section 8.09, the right of the Company, as sole and exclusive agent for and on behalf of the stockholders of the Company (which stockholders shall not be entitled to pursue such damages on their own behalf) (who are third party beneficiaries hereunder solely to the extent necessary for this clause (d) to be enforceable), to pursue damages for the loss of the premium that such stockholders would have been entitled to receive pursuant to the terms of this Agreement if the Transactions had been consummated in accordance with its terms, which are intended for the benefit of, and shall be enforceable by, the Persons referred to respectively in clauses (a) through (d) above.

SECTION 8.10. Governing Law; Jurisdiction.

(a) This Agreement, and all Actions arising out of or relating to this Agreement or the Transactions, shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed entirely within that State, regardless of the Laws that might otherwise govern under any applicable conflict of Laws principles.

(b) All Actions arising out of or relating to this Agreement or the Transactions shall be heard and determined in the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over any Action, any state or federal court within the State of Delaware). The parties hereto hereby irrevocably (i) submit to the sole and exclusive jurisdiction and venue of such courts in any such Action, (ii) waive the defense of an inconvenient forum or lack of jurisdiction to the maintenance of any such Action, (iii) agree to not attempt to deny or defeat such jurisdiction by motion or otherwise request for leave from any such court and (iv) agree to not bring any Action arising out of or relating to this Agreement or the Transactions in any forum other than the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over any Action, any state or federal court within the State of Delaware), except for Actions brought to enforce the judgment of any such court. The consents to jurisdiction and venue set forth in this Section 8.10(b) shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this paragraph and shall not be deemed to confer rights on any Person other than the parties hereto. Each party hereto agrees that service of process upon such party in any Action arising out of or relating to this Agreement or the Transactions shall be effective if notice is given in accordance with Section 8.13; provided, however, that nothing herein shall affect the right of any party hereto to serve legal process in any other manner permitted by applicable Law. The parties hereto agree that a final judgment issued by the above named courts in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law; provided, however, that nothing in the foregoing shall restrict any party's rights to seek any post-judgment relief regarding, or any appeal from, a final trial court judgment.

SECTION 8.11. Specific Enforcement. The parties hereto agree that irreparable damage for which monetary relief (including any fees payable pursuant to Section 7.03), even if available, would not be an adequate remedy in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if the parties hereto fail to take any action required of them hereunder to consummate this Agreement and the Transactions. The parties hereto acknowledge and agree that (a) the parties shall be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 8.10(b) without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, (b) the provisions set forth in Section 7.03 (i) are not intended to and do not adequately compensate for the harm that would result from a breach of this Agreement and (ii) shall not be construed to diminish or otherwise impair in any respect any party's right to specific enforcement and (c) the right of specific enforcement is an integral part of the Transactions and without that right neither the Company nor Parent would have entered into this Agreement. The parties hereto agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, and not to assert that a remedy of monetary damages would provide an adequate remedy or that the parties otherwise have an adequate remedy at law. The parties hereto acknowledge and agree that any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 8.11 shall not be required to provide any bond or other security in connection with any such order or injunction.

SECTION 8.12. WAIVER OF JURY TRIAL. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER OR RELATE TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION WITH RESPECT TO OR ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 8.12.

SECTION 8.13. Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given if delivered personally, emailed (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses:

If to Parent or Merger Sub, to it at:

OppFi, Inc.
130 E. Randolph Street
Suite 3400
Chicago, IL 60601
Attention: Marv Gurevich, General Counsel
E-mail: mgurevich@oppfi.com

with a copy (which shall not constitute notice) to:

Sidley Austin LLP
830 Brickell Plaza
Suite 4300
Miami, FL 33131
Attention: Joshua M. Samek
George M. Hunter
Email: jsamek@sidley.com
george.hunter@sidley.com

If to the Company, to it at:

BNCCORP, Inc.
2 East Main Avenue
Bismarck, ND 58501
Attention: Michael Vekich, Chairman
E-mail: vekich@vekich.com

with copies (which shall not constitute notice) to:

Fredrikson & Byron, P.A.
60 South Sixth Street
Suite 1500
Minneapolis, MN 55402
Attention: Karen L. Grandstrand
Caitlin Houlton Kuntz
Email: kgrandstrand@fredlaw.com
choultonkuntz@fredlaw.com

or such other address or email address as such party may hereafter specify by like notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of actual receipt by the recipient thereof if received prior to 5:00 p.m. local time in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

SECTION 8.14. Severability. If any term, condition or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term, condition or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law.

SECTION 8.15. Definitions. As used in this Agreement, the following terms have the meanings ascribed thereto below:

"Accounting Standards" means GAAP, as modified by applicable regulatory accounting principles, and applied consistent with past practices.

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. For this purpose, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

"AI Technology" means any and all machine learning, deep learning, and other artificial intelligence ("AI") technologies, including statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, all Software implementations of any of the foregoing, and related hardware or equipment.

"BHC Act" means the federal Bank Holding Company Act of 1956.

"Birch Bank" means BNC National Bank, a national bank and wholly owned Subsidiary of the Company.

"Business Day" means a day except a Saturday, a Sunday or other day on which the banking institutions in the City of New York, New York are authorized or required by Law or executive order to be closed.

"Business Intellectual Property" means all Owned Company Intellectual Property and all other Intellectual Property licensed to, controlled, used or held for use by the Company or any of its Subsidiaries.

"Call Reports" mean Consolidated Reports of Condition and Income (FFIEC Form 051) or any successor form of the Federal Financial Institutions Examination Council of Birch Bank.

"Code" means the Internal Revenue Code of 1986.

"Commonly Controlled Entity" means any trade or business (whether or not incorporated) that, together with the Company or any of its Subsidiaries, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA.

"Company Charter Documents" means the Articles of Incorporation of the Company and the bylaws of the Company, each as amended or restated, as the case may be, and as in effect on the date hereof.

"Company Common Equity Tier 1 Capital Ratio" means the ratio of the Company's common equity tier 1 capital to the Company's standardized total risk-weighted assets, in each case, as calculated in the manner set forth in the Financial Statements and in accordance with Part 217 of the Federal Reserve's regulations (12 CFR Part 217). The Company Common Equity Tier 1 Capital Ratio shall be calculated (a) excluding accumulated other comprehensive income, and (b) plus the Company Transaction Fees in an amount not to exceed $4,650,000.

"Company Data" means all data, information, and data compilations contained in the Company IT Assets or any databases of the Company and its Subsidiaries, including Personal Information and confidential information, that are used by, or necessary to the business of, the Company and its Subsidiaries.

"Company Fundamental Representations" means, collectively, the representations and warranties contained in Section 3.01, Section 3.02 (excluding Section 3.02(a)-(d)), Section 3.03 (excluding Sections 3.03(d)(ii)(y) and (z)), Section 3.04; Section 3.10, Section 3.20, Section 3.30 and Section 3.31.

"Company IT Assets" means the hardware, software, firmware, middleware, equipment, electronics, platforms, servers, workstations, routers, hubs, switches, interfaces, data, databases, data communication lines, network and telecommunications equipment, operational technology, ICS/SCADA controls, IoT devices, websites and Internet-related information technology infrastructure, wide area network and other data communications or information technology equipment, owned or leased by, licensed to, or used by Company or its Subsidiaries to Process Company Data in the conduct of the business of the Company and its Subsidiaries.

"Company Lease" means any lease, ground lease, sublease, license, occupancy agreement or other Contract (including any modifications, amendments, extensions, assignments, guaranties or other agreements related thereto) pursuant to which the Company or any of its Subsidiaries leases, subleases, licenses or occupies any Leased Real Property.

"Company Material Adverse Effect" means any effect, change, event, condition, development, occurrence or state of circumstances or facts that (a) individually or in the aggregate with all other effects, changes, events or occurrences, has, or would be reasonably expected to have, a material adverse effect on the business, results of operations or condition (financial or otherwise) of the Company and its Subsidiaries taken as a whole or (b) would, or would reasonably be expected to, prevent, materially delay or materially impair the timely consummation by the Company of the Transactions in accordance with the terms hereof; provided, however, that, solely in the case of clause (a) only, none of the following, and no effect, change, event or occurrence arising out of, or resulting from, the following, shall constitute or be taken into account in determining whether a Company Material Adverse Effect has occurred, is continuing or would reasonably be expected to occur: any effect, change, event or occurrence to the extent (i) generally affecting the industry in which the Company and its Subsidiaries operate or the economy, credit or financial or capital markets, in the U.S. or elsewhere in the world, including changes in interest or exchange rates, monetary policy or inflation, or (ii) arising out of, resulting from or attributable to (1) changes or prospective changes in Law or in GAAP or in accounting standards, or any changes or prospective changes in the interpretation or enforcement of any of the foregoing or any changes or prospective changes in general legal, regulatory, political or social conditions, (2) the negotiation, execution, announcement or performance of this Agreement or the consummation of the Transactions; provided, however, that this clause (2) shall not apply with respect to (I) the representations and warranties (in whole or in relevant part) made by the Company in this Agreement (or the related condition to consummation of the Transactions), the purpose of which is to address the consequences resulting from, relating to or arising out of the entry into or the announcement, performance or pendency of this Agreement or the consummation of the Transactions or (II) the obligation in Section 5.01(a)(i), (3) acts of war (whether or not declared), military activity, sabotage, civil disobedience, cyberterrorism or terrorism, or any escalation or worsening of any such acts of war (whether or not declared), military activity, sabotage, civil disobedience, cyberterrorism or terrorism, (4) earthquakes, fires, floods, hurricanes, tornados or other natural disasters, weather-related events, casualty events, force majeure events or other comparable events, (5) any action taken by the Company or its Subsidiaries that is required by this Agreement (other than the obligation in Section 5.01(a)(i)) or with Parent's written consent or at Parent's written request, or the failure to take any action by the Company or its Subsidiaries if that action is prohibited by this Agreement, (6) any change or prospective change in the Company's credit ratings, (7) any decline in the market price, or change in trading volume, of the shares of the Company, (8) any failure of the Company to meet any internal or public projections, forecasts, guidance, estimates, milestones, budgets or internal or published financial or operating predictions of revenue, earnings, cash flow or cash position (it being understood that the exceptions in clauses (6), (7) and (8) shall not prevent or otherwise affect a determination that the underlying cause of any such change, decline or failure referred to therein (if not otherwise falling within any of the exceptions provided by clause (A) and clauses (B)(1) through (8)) is or contributed to a Company Material Adverse Effect) or (9) any epidemic, pandemic or disease outbreak; provided, further, however, that any effect, change, event or occurrence referred to in clause (A) or clauses (B)(1), (3), (4) or (9) (and the consequences thereof) may be taken into account in determining whether there has been, or would reasonably be expected to be, a Company Material Adverse Effect to the extent such effect, change, event or occurrence has a disproportionate adverse effect on the Company and its Subsidiaries, taken as a whole, as compared to other participants in the industry in which the Company and its Subsidiaries operate (in which case only the incremental disproportionate impact or impacts may be taken into account in determining whether there has been, or would reasonably be expected to be, a Company Material Adverse Effect).

"Company Plan" means each plan, program, policy, agreement or other arrangement, whether written or unwritten, that is (a) an employee welfare plan within the meaning of Section 3(1) of ERISA (whether or not subject to ERISA), (b) an employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not subject to ERISA), (c) an equity or equity-based agreement, program or plan, (d) an individual employment, consulting, change-in-control, severance, retention or other similar agreement, plan, program, policy, or arrangement or (e) a bonus, commission, incentive, deferred compensation, profit sharing, retirement, pension, post-retirement, vacation, paid time off, severance or termination pay, disability, hospitalization, health, medical, life insurance, fringe benefit, tax gross-up, tuition reimbursement, flexible spending account or scholarship, or similar plan, program, policy, agreement or other arrangement, in each case, that is (i) sponsored, maintained or contributed to by the Company or any of its Subsidiaries or which the Company or any of its Subsidiaries is obligated to sponsor, maintain or contribute to, (ii) to which the Company or any of its Subsidiaries is a party, (iii) in which any director, employee or individual service provider of the Company or any of its Subsidiaries participates related to their services provided to the Company or any of its Subsidiaries, or (iv) with respect to which the Company or any Subsidiary thereof has any liability or obligation (including contingent liability).

"Company Transaction Fees" means all fees, costs or expenses incurred or payable by the Company or any of its Subsidiaries in connection with the Transactions, including, but not limited to, (a) the fees and expenses charged by any third party attorneys, accountants, financial advisors, auditors, bankers, investment bankers, brokers and consultants retained by the Company or any of its Subsidiaries, (b) any change in control, severance, retention, transaction, bonus or similar payments or obligations owed to any director, officer, employee or independent contractor of Company or any of its Subsidiaries that become payable (in whole or in part) upon the consummation of the Transactions, and (c) any termination, cancellation, assignment, change-in-control, conversion, deconversion, amendment or similar fees, costs or penalties arising in connection with the Transactions payable to any vendor or service provider, including as may be incurred under any Contract or Company Plan.

"Compliant" means, in respect of financial information, that (a) such information does not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements in such financial information, in light of the circumstances under which they were made, not misleading, (b) the financial statements included within the financial information would be not be stale under customary practices for financings of the type contemplated (including, for the avoidance of doubt, any permanent or take out financing), (c) the Company's auditor shall not have withdrawn, or advised the Company in writing that they intend to withdraw, any audit opinion with respect to any financial information contained in the financial information (as applicable), (d) the Company has not determined to undertake a restatement of any historical financial statements contained in the financial information of the Company or that any such restatement is under consideration, and (e) the consolidated financial statements and other financial information included in such financial information are sufficient to permit any lenders, underwriters, placement agents, initial purchasers or other financing sources engaged in connection with the financing of the Transactions to receive customary comfort letters (including customary negative assurance and change-period comfort) from the Company's independent auditors in connection with such financing, in order to consummate any offering of debt, equity, equity-linked or equity-backed securities.

"Contract" means any loan or credit agreement, indenture, debenture, note, bond, mortgage, deed of trust, lease, sublease, license, contract or other agreement.

"Copyright" has the meaning set forth in the definition of Intellectual Property.

"Criticized Loan" means a Loan that was classified by the Company or any of its Subsidiaries as "Special Mention," "Substandard," "Doubtful," "Loss," or words of similar import.

"Data Processor" means any Person that Processes Company Data on behalf of or at the direction of the Company and its Subsidiaries, including a "service provider," "contractor," or "processor," as those terms are defined by Privacy, Data Security, and AI Requirements.

"Derivative Transaction" means any swap transaction, option, warrant, forward purchase or sale transaction, futures transaction, cap transaction, floor transaction or collar transaction relating to one or more currencies, commodities, bonds, equity securities, loans, interest rates, catastrophe events, weather-related events, credit-related events or conditions or any indexes, or any other similar transaction (including any option with respect to any of these transactions) or combination of any of these transactions, including collateralized mortgage obligations or other similar instruments or any debt or equity instruments evidencing or embedding any such types of transactions, and any related credit support, collateral or other similar arrangements related to such transactions.

"Domain Name" has the meaning set forth in the definition of Intellectual Property.

"DPA" means Section 721 of title VII of the Defense Production Act of 1950, and the effective regulations promulgated thereunder.

"Environmental Laws" means all applicable Laws regarding the protection of the environment, natural resources or human health (in relation to exposure to Hazardous Materials) or relating to the use, generation, management, manufacture, processing, treatment, storage, transportation, remediation, cleanup, handling, disposal or Release or threatened Release of, or exposure to, Hazardous Materials, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), as amended by the Hazardous and Solid Wastes Amendments of 1984, the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon Gas and Indoor Air Quality Research Act of 1986 (42 U.S.C. § 7401 et seq.), the National Environmental Policy Act (42 U.S.C. § 4321 et seq.), the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. 651 et seq.) and any amendments.

"Equity Interests" means, as applicable, shares of capital stock, partnership interests, membership interests, equity interests or any similar term under applicable Law, including nominee, qualifying and similar shares.

"Equity Rights" means, as applicable, any arrangements, calls, commitments, Contracts, options, restricted shares, restricted stock units, performance units, rights (including preemptive rights or redemption rights), stock appreciation rights, contingent value rights, "phantom" stock or similar securities or rights, scrip, units, understandings, warrants, or other binding obligations (including under any stockholder rights plan or other arrangement commonly referred to as a "poison pill") of any character whatsoever relating to, or securities or rights convertible into or exchangeable for, shares of the capital stock or equity interests of a Person or by which a Person is or may be bound to issue additional shares of its capital stock or other equity interests.

"ERISA" means the Employee Retirement Income Security Act of 1974, as may be amended and the rules and regulations promulgated thereunder.

"Exchange Ratio" means 1.90.

"Export-Import Laws" means all applicable Laws relating to the export, re-export, transfer, release, import, customs clearance, or movement of goods, software, technology or services, including the Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security and customs and import Laws administered by U.S. Customs and Border Protection.

"FDIC" means the Federal Deposit Insurance Corporation.

"Federal Reserve" means the Board of Governors of the Federal Reserve System or a Federal Reserve Bank acting under the appropriately delegated authority thereof, as applicable.

"Fraud" means the actual, knowing and intentional fraud of any party to this Agreement in connection with the representations and warranties set forth in Article III or Article IV.

"GAAP" means generally accepted accounting principles in the U.S., consistently applied.

"Generative AI Tool" means generative AI Technology capable of automatically producing various type of content (such as source code, text, images, audio and synthetic data) based on user-supplied prompts.

"Governmental Authority" means the SEC, the NYSE, state securities authorities, the Financial Industry Regulatory Authority, the Securities Investor Protector Corporation, the Federal Reserve, the FDIC, the OCC, the Bureau of Consumer Financial Protection, the IRS, the DOL, the PBGC, or any other government, court, regulatory or administrative agency, commission or authority or other legislative, executive or judicial governmental entity (in each case including any self-regulatory organization), whether federal, state or local, domestic, foreign, international or multinational.

"Hazardous Materials" means any chemical, substance, material, or waste that is defined as, designated, listed or deemed hazardous or toxic or as a pollutant or contaminant, including petroleum and its by-products, asbestos or asbestos containing materials, radioactive materials or wastes, per- and polyfluoroalkyl substances, and polychlorinated biphenyls, or is otherwise regulated by, or that may give rise to liability or standards of conduct pursuant to, any Environmental Laws, including hazardous wastes under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq., and hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq.

"Industry Security Standards" shall mean recognized and reputable security standards, guidelines and frameworks commonly used by Persons operating in the commercial banking industry concerning the Processing Personal Information and other sensitive data, including Interagency Guidelines Establishing Information Security Standards as set forth in 12 CFR Part 225, Appendix F, and 12 CFR Part 30, Appendix B.

"Intellectual Property" means all of the following, in each case in any jurisdiction throughout the world, any and all worldwide industrial, proprietary, and intellectual property rights (including all common law and statutory rights, registrations and applications therefor, and renewals, extensions, and restorations thereof, as applicable), of every kind and nature, whether existing now or in the future, including all rights and interests pertaining to or deriving from: (a) any patent or patent application ("Patent"); (b) any trademark, service mark, trade dress, company name, business name, logo, brand or other indicia of origin, together with the goodwill associated with any of the foregoing, and any application, registration or renewal thereof ("Trademark"); (c) any copyright, work of authorship, copyright application or registration thereof ("Copyright"); (d) any Internet domain name ("Domain Name"); and (e) any trade secret, know-how, data or information, including a formula, pattern, compilation, program, device, method, idea, technique or process, that is not commonly known by or available to the public and that (i) derives economic value from being kept confidential or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy ("Trade Secret").

"IRS" means the Internal Revenue Service.

"IT Assets" means computer and other information technology Systems, including hardware, Software, Systems, databases and documentation, reference and resource materials relating thereto.

"Knowledge" means (a) with respect to the Company, the actual knowledge, following the completion of their duties in a commercially reasonable manner, of the individuals listed on Section 8.15(a) of the Company Disclosure Letter and (b) with respect to Parent or Merger Sub, the actual knowledge, following reasonable inquiry of such individual's direct reports within the Company, of the individuals listed on Section 8.15(a) of the Parent Disclosure Letter.

"Law" means any law (including common law), statute, rule, regulation, directive, ordinance, code, order, or guidance issued, entered into or promulgated by any Governmental Authority.

"Leased Real Property" means all locations of real property, including any land, buildings, structures, improvements, fixtures or other interests in real property, that is leased, subleased, licensed, rented or otherwise occupied by the Company or any of its Subsidiaries under any lease, ground lease, sublease, license or other occupancy agreement as a tenant, subtenant or licensee.

"Lien" means (a) any pledge, lien, license, charge, mortgage, deed of trust, claim, restriction (including any restriction on use, voting, transfer, ownership, alienation, receipt of income or exercise of any other attribute of ownership), easement, encumbrances, lease, sublease, title or survey defect, infringement, interference, option, right of first refusal, right of first offer, preemptive right, covenant, collateral security agreement, UCC financing statement, reservation, equitable interest, preference, priority, conditional sale or other title retention agreement, encroachment, variance, warrant, community property interest, right of others, proxy, restrictive covenant, voting trust, matter of record, encumbrance or security interest of any kind or nature and (b) with respect to shares of capital stock or other equity or voting interests, any restriction on the right to vote, sell or otherwise dispose of such shares of capital stock or other equity or voting interests.

"Loan Documents" means, with respect to any Loan, all documentation in connection with the origination, processing, underwriting and credit approval of such Loan, including the promissory note and collateral security instruments related thereto.

"Loans" means any written or oral loan, loan agreement, note or borrowing arrangement (including leases, credit enhancements, guarantees and interest bearing assets) to which the Company or Birch Bank are party as a creditor, including as assignee.

"Minimum Tangible Common Equity" means the total of (a) the total stockholders' equity of the Company, using the formula reported on Line 16(f) of Schedule SC of the Federal Reserve form Parent Company Only Financial Statement for Small Holding Companies – FR Y-9SP, but *excluding* accumulated other comprehensive income (as shown on Line 16(d)) and goodwill and other intangible assets, plus (b) the Company Transaction Fees in an amount not to exceed $4,650,000.

"OCC" means the Office of the Comptroller of the Currency.

"Off-the-Shelf Software" means commercially available off-the-shelf Software licensed or made available to the Company or its Subsidiaries on standard terms and having one-time or annual licensing fees of less than $100,000 per calendar year.

"ordinary course of business" means the applicable Person's ordinary course of business with respect to the applicable matter, consistent with such Person's past practice, including with respect to kind, magnitude and frequency of the applicable matter.

"OREO" means real estate owned by the Company or Birch Bank and/or designated as "other real estate owned" or other similar designation by the Company or Birch Bank.

"Owned Company Intellectual Property" means all Intellectual Property owned by or purported to be owned by the Company or any of its Subsidiaries.

"Owned Real Property" means all parcels of real property owned in fee simple by the Company or any of its Subsidiaries, including any buildings, structures, facilities, fixtures, systems or improvements located thereon or appurtenant thereto, and specifically excluding OREO.

"Parent Common Stock" means the common stock, par value $0.0001 per share, of Parent.

"Parent Fundamental Representations" means, collectively, the representations and warranties contained in Section 4.01 (solely with respect to the first and last sentences), Section 4.02(a)(a), Section 4.11, and Section 4.20.

"Parent Material Adverse Effect" means any effect, change, event, condition, development, occurrence or state of circumstances or facts that (a) individually or in the aggregate with all other effects, changes, events or occurrences, has, or would be reasonably likely to have, a material adverse effect on the business, results of operations or condition (financial or otherwise) of Parent and its Subsidiaries taken as a whole or (b) would, or would reasonably be expected to, prevent, materially delay or materially impair the timely consummation by the Company of the Transactions in accordance with the terms hereof; provided, however, that, solely in the case of clause (a) only, none of the following, and no effect, change, event or occurrence arising out of, or resulting from, the following, shall constitute or be taken into account in determining whether a Parent Material Adverse Effect has occurred, is continuing or would reasonably be likely to occur: any effect, change, event or occurrence to the extent (i) generally affecting the industry in which Parent and its Subsidiaries operate or the economy, credit or financial or capital markets, in the U.S. or elsewhere in the world, including changes in interest or exchange rates, monetary policy or inflation, or (ii) arising out of, resulting from or attributable to (1) changes or prospective changes in Law or in GAAP or in accounting standards, or any changes or prospective changes in the interpretation or enforcement of any of the foregoing or any changes or prospective changes in general legal, regulatory, political or social conditions, (2) the negotiation, execution, announcement or performance of this Agreement or the consummation of the Transactions; provided, however, that this clause (2) shall not apply with respect to the representations and warranties (in whole or in relevant part) made by Parent and Merger Sub in this Agreement (or the related condition to consummation of the Transactions), the purpose of which is to address the consequences resulting from, relating to or arising out of the entry into or the announcement, performance or pendency of this Agreement or the consummation of the Transactions, (3) acts of war (whether or not declared), military activity, sabotage, civil disobedience, cyberterrorism or terrorism, or any escalation or worsening of any such acts of war (whether or not declared), military activity, sabotage, civil disobedience, cyberterrorism or terrorism, (4) earthquakes, fires, floods, hurricanes, tornados or other natural disasters, weather-related events, casualty events, force majeure events or other comparable events, (5) any action taken by Parent or its Subsidiaries that is required by this Agreement or with the Company's written consent or at the Company's written request, or the failure to take any action by Parent or its Subsidiaries if that action is prohibited by this Agreement, (6) any change or prospective change in Parent's credit ratings, (7) any decline in the market price, or change in trading volume, of the shares of Parent, (8) any failure of Parent to meet any internal or public projections, forecasts, guidance, estimates, milestones, budgets or internal or published financial or operating predictions of revenue, earnings, cash flow or cash position (it being understood that the exceptions in clauses (6), (7) and (8) shall not prevent or otherwise affect a determination that the underlying cause of any such change, decline or failure referred to therein (if not otherwise falling within any of the exceptions provided by clause (A) and clauses (B)(1) through (8)) is or contributed to a Parent Material Adverse Effect) or (9) any epidemic, pandemic or disease outbreak; provided, further, however, that any effect, change, event or occurrence referred to in clause (A) or clauses (B)(1), (3), (4) or (9) (and the consequences thereof) may be taken into account in determining whether there has been, or would reasonably be expected to be, a Parent Material Adverse Effect to the extent such effect, change, event or occurrence has a disproportionate adverse effect on Parent and its Subsidiaries, taken as a whole, as compared to other participants in the industry in which Parent and its Subsidiaries operate (in which case only the incremental disproportionate impact or impacts may be taken into account in determining whether there has been, or would reasonably be expected to be, a Parent Material Adverse Effect).

"Parent Plan" means each plan, program, policy, agreement or other arrangement, whether written or unwritten, that is (a) an employee welfare plan within the meaning of Section 3(1) of ERISA (whether or not subject to ERISA), (b) an employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not subject to ERISA), (c) an equity or equity-based agreement, program or plan, (d) an individual employment, consulting, change-in-control, severance, retention or other similar agreement, plan, program, policy, or arrangement or (e) a bonus, commission, incentive, deferred compensation, profit sharing, retirement, pension, post-retirement, vacation, paid time off, severance or termination pay, disability, hospitalization, health, medical, life insurance, fringe benefit, tax gross-up, tuition reimbursement, flexible spending account or scholarship, or similar plan, program, policy, agreement or other arrangement, in each case, that is (i) sponsored, maintained or contributed to by the Parent or any of its Subsidiaries or which the Parent or any of its Subsidiaries is obligated to sponsor, maintain or contribute to, (ii) to which the Parent or any of its Subsidiaries is a party, (iii) in which any director, employee or individual service provider of the Parent or any of its Subsidiaries participates related to their services provided to the Parent or any of its Subsidiaries, or (iv) with respect to which the Parent or any Subsidiary thereof has any liability or obligation (including contingent liability).

"Patent" has the meaning set forth in the definition of Intellectual Property.

"Permit" means any license, franchise, permit, certificate, registration, consent, approval, authorization, notification or declaration from any Governmental Authority, including, for the avoidance of doubt, approval to exercise fiduciary powers.

"Permitted Liens" means (a) statutory Liens for Taxes not yet due and payable or the amount or validity of which are being contested in good faith and by appropriate proceedings and for which adequate reserves have been established in accordance with the Accounting Standards, (b) mechanics', materialmen's, carriers', workmen's, warehouseman's, repairmen's, landlords' liens and similar Liens granted or which arise in the ordinary course of business and for which adequate reserves have been established in accordance with the Accounting Standards that are reflected in the financial statements made available to Parent prior to the date hereof, (c) Liens securing payment, or any obligation, with respect to outstanding Indebtedness so long as there is no event of default under such Indebtedness, (d) pledges or deposits under workmen's compensation Laws, unemployment insurance Laws or similar legislation, or good-faith deposits in connection with bids, tenders, Contracts (other than for the payment of Indebtedness) or leases to which such entity is a party, or deposits to secure public or statutory obligations of such entity or to secure surety or appeal bonds to which such entity is a party, or deposits as security for contested Taxes, in each case incurred or made in the ordinary course of business, (e) non-exclusive licenses of Intellectual Property granted to third parties in the ordinary course of business, (f) Liens discharged at or prior to the Effective Time, (g) Liens set forth on Section 8.15(b) of the Company Disclosure Letter, (h) terms, conditions and restrictions under the Company Leases, including statutory Liens of landlords, affecting any Leased Real Property, incurred or suffered in the ordinary course of business and which do not and would not reasonably be expected to materially interfere with the use (or contemplated use), utility or value of such Leased Real Property or otherwise materially impair the present or contemplated business operations at such location, (i) Liens that have been placed by any developer, landlord or other third party on the underlying fee interest of any Leased Real Property which do not and would not reasonably be expected to materially interfere with the use (or contemplated use), or otherwise materially impair the present business operations at such location, and (j) zoning, building codes and other land use laws regulating the use or occupancy of Real Property or the activities conducted thereon which are imposed by any governmental entity having jurisdiction over such Real Property.

"Person" means an individual, corporation, limited liability company, partnership, joint venture, association, trust, unincorporated organization or any other entity, including a Governmental Authority.

"Personal Information" means (a) any information that relates to, identifies or is reasonably capable of being associated with a natural person and (b) information that constitutes "personal information", "personally identifiable information", "nonpublic personal information" or "personal data" or similar terms under applicable Law or under any applicable Privacy, Data Security and AI Requirements.

"Potential Takeover Proposal" means any proposal, inquiry or offer that could reasonably be expected to lead to a Takeover Proposal.

"Pre-Closing Period" means the period commencing on the date of this Agreement and ending at the earlier of the Effective Time or the termination of this Agreement in accordance with Article VII.

"Privacy Laws" means, to the extent applicable to Company, its Subsidiaries, or their respective business operations, (a) all applicable Laws regulating the (1) privacy, collection, Processing, transfer, cross border transfer, localization or protection and security of Company Data, (2) cybersecurity (including secure software development), or (3) artificial intelligence, automated decision making, or machine learning technologies;

(b) any requirements of self-regulatory frameworks or organizations which the Company or any of its Subsidiaries is, or has been, contractually obligated to comply with or any self-certification mechanisms to which the Company or any of its Subsidiaries has committed; (c) the PCI-DSS; and (d) any applicable industry standards, including the Network Advertising Initiative's Self-Regulatory Code of Conduct.

"Privacy, Data Security and AI Requirements" means all (a) Privacy Laws, (b) obligations under Contracts to which the Company or any of its Subsidiaries is a party or is otherwise bound that impose obligations on the Company or any of its Subsidiaries relating to Personal Information, privacy, data protection, information security, marketing, cross border transfers, localization, artificial intelligence and (c) the Privacy Policies.

"Process", "Processed" or "Processing" means any operation or set of operations which is performed on information or on sets of information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction or any other processing (as defined by Privacy, Data Security and AI Requirements).

"Proprietary Software" shall mean any Software owned or purported to be owned by the Company or any of its Subsidiaries.

"Proxy Statement" means the proxy statement to be delivered to the stockholders of the Company in connection with the Company Stockholders Meeting with the SEC as part of the Registration Statement.

"Real Property" means, collectively, the Leased Real Property and the Owned Real Property and specifically excluded OREO.

"Registered Intellectual Property" means all United States and foreign Intellectual Property registrations or applications, including (a) Patent registrations and applications therefor, (b) Trademark registrations and applications therefor, (c) Copyright registrations and applications therefor and (d) Domain Name registrations, in each case of (a) through (d) that are registered, issued, or subject to a pending application for registration or issuance before any Governmental Authority or Internet domain name registrar.

"Registration Statement" means the registration statement on Form S-4 to be filed by Parent with the SEC to effect the registration under the Securities Act of the issuance of the shares of Parent Common Stock pursuant to the Merger, as such registration statement may be amended or supplemented from time to time.

"Release" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the indoor or outdoor environment (including indoor air, ambient air, surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

"Representatives" means, with respect to any Person, its officers, directors, employees, consultants, agents, financial advisors, investment bankers, attorneys, accountants, other advisors, Affiliates and other representatives.

"Restricted Party" means a Person or government that is: (a) identified on any list or public announcement of Sanctions designation made by any applicable Governmental Authority; (b) organized, located, or ordinarily resident in a Sanctioned Country; (c) owned or controlled, or acting on behalf of, any of the foregoing (a)-(c); or (d) otherwise the target of Sanctions.

"Sanctioned Country" means any country or territory that is the target of comprehensive, country-wide or territory-wide Sanctions, which as of the date of this Agreement includes Cuba, Iran, North Korea, the Crimea region of Ukraine, and the so-called People's Republics of Donetsk and Luhansk.

"Sanctions" means the economic, financial, or trade sanctions Laws, embargoes, or restrictive measures administered, enacted, or enforced by the United States, the United Kingdom, the European Union or its Member States, the United Nations, or any other applicable Governmental Authority.

"Security Incident" means any unauthorized Processing of Company Data, any unauthorized access or disruption to the Company IT Assets, or any incident that may require notification to any Person or any other entity under Privacy, Data Security and AI Requirements.

"Software" means any and all computer programs (whether in source code, object code, human readable form or other form), algorithms, user interfaces, firmware, development tools, templates and menus, and all documentation, including user manuals and training materials, related to any of the foregoing.

"Subsidiary", when used with respect to any Person, means (a) any corporation, limited liability company, partnership, association, trust or other entity of which securities or other ownership interests representing more than fifty percent (50%) of the ordinary voting power (or, in the case of a partnership, more than fifty percent (50%) of the general partnership interests) are, as of such date, owned by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person or (b) of which such Person or one of its Subsidiaries is a general partner or manager.

"Systems" means Software, firmware, hardware, computers, peripherals, networks, interfaces, platforms and related systems, databases, websites, and equipment, owned, leased by, licensed to or used by the Company to process, store, maintain and operate data, information and functions in connection with the business of the Company and its Subsidiaries as conducted as of the date hereof.

"Tax Returns" mean any reports, returns, information returns, filings, claims for refund or other information filed or required to be filed with a Governmental Authority in connection with Taxes, including any schedules or attachments thereto, and any amendments to any of the foregoing.

"Taxes" means (a) all United States federal, state, local, or foreign income, gross receipts, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, capital stock, franchise, profits, withholding, social security (or similar, including FICA), unemployment, disability, severance, production, environmental, real property, special assessments, escheat, abandoned unclaimed property, or personal property, sales, use, license, transfer, registration, value added, alternative or add-on minimum, ad valorem, or other taxes, imposts, levies, withholdings, custom, duty, tariff, governmental fee or other like assessments or charges, in each case in the nature of a tax, imposed by a Governmental Authority, together with all interest, penalties and additions imposed with respect to such amounts and (b) any liability for the payment of amounts determined by reference to amounts described in clause (a) as a result of being or having been a member of any group of corporations that files, will file, or has filed Tax Returns on a combined, consolidated, unitary or similar basis, as a result of any obligation under any agreement or arrangement, as a result of being a transferee or successor, or by Contract or otherwise.

"Trade Secret" has the meaning set forth in the definition of Intellectual Property.

"Trademark" has the meaning set forth in the definition of Intellectual Property.

"Transactions" means, collectively, the transactions contemplated by this Agreement, including the Mergers and the Core Transactions.

"Treasury Regulations" means the regulations promulgated under the Code.

"Trust Preferred Securities" means, collectively, the debentures of Birch Bank and the common and capital securities issued and sold by BNC Statutory Trust III described in Section Section 5.12 of the Company Disclosure Letter.

"Willful Breach" means a material breach of this Agreement that is the consequence of an act or omission by a party and such party knew would be a material breach of this Agreement.

SECTION 8.16. Fees and Expenses. Whether or not the Transactions are consummated, all fees and expenses incurred in connection with this Agreement and the Transactions shall be paid by the party incurring or required to incur such fees or expenses, except as otherwise expressly set forth in this Agreement.

SECTION 8.17. Performance Guaranty. Parent hereby guarantees the due, prompt and faithful performance and discharge by, and compliance with, all of the obligations, covenants, agreements, terms, conditions and undertakings of Merger Sub under this Agreement in accordance with the terms hereof, including any such obligations, covenants, agreements, terms, conditions and undertakings that are required to be performed, discharged or complied with following the Effective Time by the Surviving Company.

SECTION 8.18. Interpretation.

(a) When a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference shall be to an Article of, a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "date hereof" when used in this Agreement shall refer to the date of this Agreement. The terms "or", "any" and "either" are not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The word "will" shall be construed to have the same meaning and effect as the word "shall". The words "made available to Parent" and words of similar import refer to documents (i) posted to the "Project Birch" electronic datasite hosted by Datasite on behalf of the Company prior to the date hereof or (ii) delivered in person or electronically to Parent or Merger Sub or their respective Representatives, in each case, at least twenty-four (24) hours prior to the execution of this Agreement. All accounting terms used and not defined herein shall have the respective meanings given to them under GAAP. All terms defined in this Agreement shall have the defined meanings when used in any document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein, provided that in the case of any agreement or instrument, only to the extent expressly permitted by this Agreement. References herein to any statute includes all rules and regulations promulgated thereunder. Unless otherwise specifically indicated, all references to "dollars" or "$" shall refer to the lawful money of the U.S. References to a Person are also to its permitted assigns and successors. When calculating the period of time before which, within which, or following which any act is to be done or any step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall not be calculated as the first day of such period of time. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

SECTION 8.19. Confidential Supervisory Information. Information and documents commonly known as "confidential supervisory information" that is prohibited from disclosure under 12 C.F.R. § 261.2(b) or 12 C.F.R. § 4.32(b) shall not be disclosed by any party hereto, and nothing in this Agreement shall require such disclosure or be understood as constituting such disclosure. To the extent legally permissible, appropriate substitute or alternative disclosures or actions shall be made or taken under circumstances in which the limitations of the preceding sentence apply.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

OPPFI INC.

by

Name:
Title:

BIRCH MERGER SUB, LLC

by

Name:
Title:

BNCCORP, INC.

by

Name:
Title:

<u>Exhibit A</u>

List of Signatories to Voting and Restriction Agreement

1. Michael Vekich
2. Dan Collins
3. Justin Currie
4. Nathan Brenna
5. Gaylen Ghylin
6. John Palmer
7. Thomas Redmann
8. Kenneth Johnson
9. PL Capital Group

<u>Exhibit B</u>

Form of Voting and Restriction Agreement

See attached.

PUBLIC EXHIBIT B

BNC National Bank CRA Performance Evaluation (October 20, 2025)

Office of the
Comptroller of the Currency
Washington, DC 20219

INTERMEDIATE SMALL BANK

PUBLIC DISCLOSURE

October 20, 2025

COMMUNITY REINVESTMENT ACT PERFORMANCE EVALUATION

BNC National Bank
Charter Number: 24224

20175 North 67th Avenue
Glendale, AZ 85308

Office of the Comptroller of the Currency
Minneapolis Office
222 South 9th Street, Suite 800
Minneapolis, MN

NOTE: This document is an evaluation of this institution's record of meeting the credit needs of its entire community, including low- and moderate-income neighborhoods, consistent with safe and sound operation of the institution. This evaluation is not, and should not be construed as, an assessment of the financial condition of this institution. The rating assigned to this institution does not represent an analysis, conclusion, or opinion of the federal financial supervisory agency concerning the safety and soundness of this financial institution.

Contents

Overall CRA Rating

Institution's CRA Rating: This institution is rated **Satisfactory.**

The Lending Test is rated: Satisfactory.
The Community Development Test is rated: Satisfactory

The major factors that support this rating include:

- The Lending Test and the Community Development (CD) Test rating are based on the combined ratings of the State of North Dakota and the State of Arizona. The State of North Dakota received the most weight as it represents the bank's largest deposit base, lending activity, and branch presence.
- BNC National Bank (BNC) demonstrated reasonable dispersion of loans throughout geographies of different income levels and distribution of loans to businesses and farms of different sizes.
- BNC's CD performance showed reasonable responsiveness to assessment area (AA) needs through CD loans, qualified investments and donations, and CD services. The CD Test rating is based on the combined ratings of North Dakota and Arizona, listed in order of weight.
- The bank's loan-to-deposit (LTD) ratio is reasonable.
- A majority of the bank's loans were originated or purchased inside its AAs.
- BNC did not receive any CRA related complaints during the evaluation period.

Loan-to-Deposit Ratio

Considering the bank's size, financial condition, and credit needs of the AAs, the bank's LTD ratio is reasonable. BNC's average quarterly LTD was 76.9 percent over the 16 quarters since the previous CRA evaluation. The ratio ranged from a high of 84.7 percent on June 30, 2024, to a low of 65.5 percent on December 31, 2021. BNC ranked second of four banks operating within at least one of BNC's AAs with total assets between $914 million and $2 billion.

Loan-to-Deposit Ratio		
Institution (Headquarters)	**Total Assets ($000s)**	**Average LTD Ratio**
Southwest Heritage Bank (Scottsdale, AZ)	$914,409	92.74%
BNC National Bank (Phoenix, AZ)	**$965,288**	**76.95%**
Starion Bank (Bismarck, ND)	$2,015,630	70.30%
Dakota Community Bank & Trust (Hebron, ND)	$1,273,533	55.84%
Assets as of 12/31/2024, Call Report Data *Average LTD ratio from 1/1/2021-12/31/2024*		

Lending in Assessment Area

A majority of the bank's loans were inside its AAs. The bank originated and purchased 82 percent of its total loans inside the bank's AAs during the evaluation period. This analysis is performed at the bank, rather than the AA, level.

Table 1: Lending Inside and Outside the Assessment Areas										**2022-2024**
Loan Category	**Number of Loans**				**Total #**	**Dollar Amount of Loans $(000s)**				**Total $(000s)**
	Inside		**Outside**			**Inside**		**Outside**		
	#	**%**	**#**	**%**		**$**	**%**	**$**	**%**	
Small Business	49	81.67	11	18.33	60	$16,722	51.88	$15,511	48.12	$32,233
Small Farm	17	85.00	3	15.00	20	$4,170	94.03	$265	5.97	$4,435
Total	66	82.50	14	17.50	80	$20,892	56.98	$15,776	43.02	$36,668
Source: 1/1/2022 - 12/31/2024 Bank Data.										
Due to rounding, totals may not equal 100.0%										

Description of Institution

BNC is a multistate financial institution chartered in Glendale, Arizona. BNC is wholly owned by BNCCORP, Inc, a publicly traded holding company located in Bismarck, ND. BNC does not operate any subsidiaries, and we did not consider any affiliate activity in this evaluation.

BNC operates 11 branches with one branch in Arizona and the remaining 10 branches in North Dakota. North Dakota markets include the Bismarck Metropolitan Statistical Area (MSA) and branches throughout rural North Dakota. The bank's Arizona branch is located in the Phoenix MSA. BNC operates 10 cash-dispensing ATMs and none have deposit-taking capabilities.

As of December 31, 2024, BNC's assets totaled $965 million, loans totaled $699 million, deposits totaled $859 million, and tier 1 capital totaled $110 million. The loan portfolio, by outstanding dollar volume, is comprised of 71 percent business loans, 14 percent home mortgage loans, nine percent consumer loans, and six percent agriculture loans. BNC's primary focus is on commercial lending; however, the bank offers a full range of consumer and commercial deposit products and loan types. BNC also offers fiduciary services, including employee benefit plans in Arizona and North Dakota and limited personal trust activity in North Dakota.

For purposes of this examination, BNC operates in three AAs across two rating areas. Rural areas of North Dakota (ND) were combined into one AA (ND Non-MSA). AAs include the Bismarck MSA, ND Non-MSA, and Phoenix MSA. Rating areas include the State of North Dakota and the State of Arizona.

There are no known financial, legal, or other factors that impede BNC's ability to help meet the credit needs of its AAs. BNC received a satisfactory rating at the prior CRA evaluation dated March 7, 2022.

Scope of the Evaluation

Evaluation Period/Products Evaluated

We evaluated the bank's performance using the CRA intermediate small bank performance standards, which consisted of a Lending and CD test. The evaluation period is January 1, 2022, to December 31, 2024. We determined BNC's primary loan products for each AA by reviewing the number and dollar volume of loan originations and purchases during the evaluation period. Business loans were BNC's primary loan product in all AAs. In the ND Non-MSA, farm loans were identified as an additional primary product. To evaluate lending performance, we sampled business and farm loans in each AA in which it was a primary product.

To evaluate CD performance, we reviewed CD loans, investments, donations, and services submitted by bank management. Activities meeting the definition of CD are included in this evaluation.

Selection of Areas for Full-Scope Review

In each state where the bank has an office, one or more AAs within that state was selected for a full-scope review. For purposes of this evaluation, bank delineated AAs located within the same MSA, if applicable, are combined and evaluated as a single AA. Similarly, bank delineated non-MSA AAs within the same state are combined and evaluated as a single area. These combined AAs may be evaluated as full- or limited-scope. We completed a full-scope review of each AA. Refer to the "Scope" section under each State Rating for details regarding how full-scope AAs were selected.

Ratings

The bank's overall rating is a blend of the two state ratings.

When determining conclusions, we weighed the bank's performance in the State of North Dakota most heavily. The State of North Dakota represents 91 percent of branch locations, 92 percent of deposit volume as of June 30, 2024, and 95 percent of loan originations by dollar during the evaluation period. Performance in the State of Arizona carries the least weight.

The state ratings in rating areas with a single AA are based on performance in that AA. The state ratings in rating areas with multiple AAs are based on the combination of conclusions in those AAs. Refer to the "Scope" section under each state for details regarding how the areas were weighted in arriving at the respective ratings.

Discriminatory or Other Illegal Credit Practices Review

Pursuant to 12 CFR 25.28(c) (March 29, 2024) in determining a national banks or federal savings association's (collectively, bank) CRA rating, the OCC considers evidence of discriminatory or other illegal credit practices in any geography by the bank, or in any AA by an affiliate whose loans have been considered as part of the bank's lending performance. As part of this evaluation process, the OCC consults with other federal agencies with responsibility for compliance with the relevant laws and regulations, including the U.S. Department of Justice, the U.S. Department of Housing and Urban Development, and the Consumer Financial Protection Bureau, as applicable.

The OCC has not identified that this institution has engaged in discriminatory or other illegal credit practices that require consideration in this evaluation.

The OCC will consider any information that this institution engaged in discriminatory or other illegal credit practices, identified by or provided to the OCC before the end of the institution's next performance evaluation in that subsequent evaluation, even if the information concerns activities that occurred during the evaluation period addressed in this performance evaluation.

State Rating

State of North Dakota

CRA rating for the State of North Dakota: Satisfactory
The Lending Test is rated: Satisfactory
The Community Development Test is rated: Satisfactory

The major factors that support this rating include:

- The bank exhibited a reasonable geographic distribution of loans in its AAs.
- The bank exhibited a reasonable distribution of loans among businesses and farms of different sizes.
- BNC demonstrated adequate responsiveness to the CD needs of its AA through CD loans, qualified investments and donations, and CD services.

Description of Institution's Operations in North Dakota

BNC operates two AAs within the State of North Dakota, the Bismarck MSA and the ND Non-MSA.

Bismarck MSA
The Bismarck MSA includes the following counties in their entirety: Burleigh, Morton, and Oliver. There are 27 census tracts (CTs) in the MSA. Of those 27 CTs, two are upper-, 22 are middle-, and three are moderate-income. There are no low-income CTs in the MSA. BNC operates five branches and four cash-dispensing ATMs in the Bismarck MSA.

Bank competition within the MSA is moderate. The June 30, 2024, FDIC deposit market share data showed 18 institutions operating 55 offices in the AA. Of those institutions, BNC ranked sixth with an 8.3 percent market share. The top three institutions were Starion Bank, Dakota Community Bank & Trust, and Gate City Bank. These institutions operate with the highest market share in the Bismarck MSA, accounting for 39 percent of deposits.

According to Moody's, government represented the largest portion of employment at 21 percent, followed by education and health services at 20 percent, professional and business services at 11 percent, and leisure and hospitality services at 10 percent.

According to the Bureau of Labor Statistics, the non-seasonally adjusted December 2024 unemployment rate was 2.3 percent, 2.6 percent, and 4.6 percent for Burleigh, Morton, and Oliver counties, respectively.

We reviewed a recently completed community contact to obtain an understanding of the credit needs of the Bismarck MSA. This individual is involved in a local Chamber of Commerce. The contact identified a demand for affordable housing as the largest need in the MSA currently. The contact also stated that competition between banks is high, and institutions are good at focusing on community outreach.

Assessment Area - Bismarck MSA						
						2022-2024
Demographic Characteristics	#	Low % of #	Moderate % of #	Middle % of #	Upper % of #	NA* % of #
Geographies (Census Tracts)	27	0.00	11.11	81.48	7.41	0.00
Population by Geography	133,626	0.00	8.09	81.55	10.36	0.00
Housing Units by Geography	59,232	0.00	10.02	81.36	8.62	0.00
Owner-Occupied Housing by Geography	38,041	0.00	7.48	80.49	12.03	0.00
Occupied Rental Units by Geography	16,009	0.00	14.70	83.11	2.19	0.00
Vacant Units by Geography	5,182	0.00	14.24	82.34	3.42	0.00
Businesses by Geography	7,016	0.00	10.80	79.35	9.85	0.00
Farms by Geography	520	0.00	4.62	84.23	11.15	0.00
Family Distribution by Income Level	34,592	17.99	18.07	25.41	38.53	0.00
Household Distribution by Income Level	54,050	22.98	16.23	19.45	41.34	0.00
Unemployment rate (%)	2.37	0.00	5.58	2.19	0.98	0.00
Households Below Poverty Level (%)	8.98	0.00	9.27	9.82	1.18	0.00
Median Family Income (13900 - Bismarck, ND MSA)		$93,359			Median Housing Value	$254,500
Median Family Income (13900 - Bismarck, ND MSA) for 2024		$108,500			Median Gross Rent	$871
					Families Below Poverty Level	4.27

FFIEC File - 2024 Census
2024 Dun & Bradstreet SBSF Demographics
Due to rounding, totals may not equal 100.0%
(*) The NA category consists of geographies that have not been assigned an income classification

ND Non-MSA

The ND-Non MSA is comprised of six CTs located in North Dakota. The ND Non-MSA includes the entirety of Divide and Emmons Counties, and portions of McKenzie, McLean, and Mountrail Counties. The AA consists of only middle-income CTs. BNC operates five full-service branches and four cash-dispensing ATMs throughout the AA.

Bank competition within the AA is moderate. The June 30, 2024, FDIC deposit market share data showed 11 institutions operating 25 offices in the AA. Of those institutions, BNC ranked fifth with an 8.4 percent market share. The top three institutions were First International Bank & Trust, Cornerstone Bank, and Bravera Bank. These institutions operate with the highest market share in the AA, accounting for 70 percent of deposits.

According to Data USA, the major industries in the AA are oil and gas extraction, retail trade, and agriculture.

According to the Bureau of Labor Statistics, the non-seasonally adjusted December 2024 unemployment rate was 1.9 percent, 4.5 percent, 2.4 percent, 3.2 percent, and 2.6 percent for Divide, Emmons, McKenzie, McLean, and Mountrail Counties, respectively.

Assessment Area - ND Non-MSA						
						2022-2024
Demographic Characteristics	**#**	**Low % of #**	**Moderate % of #**	**Middle % of #**	**Upper % of #**	**NA* % of #**
Geographies (Census Tracts)	6	0.00	0.00	100.00	0.00	0.00
Population by Geography	24,891	0.00	0.00	100.00	0.00	0.00
Housing Units by Geography	15,753	0.00	0.00	100.00	0.00	0.00
Owner-Occupied Housing by Geography	7,869	0.00	0.00	100.00	0.00	0.00
Occupied Rental Units by Geography	3,255	0.00	0.00	100.00	0.00	0.00
Vacant Units by Geography	4,629	0.00	0.00	100.00	0.00	0.00
Businesses by Geography	1,470	0.00	0.00	100.00	0.00	0.00
Farms by Geography	255	0.00	0.00	100.00	0.00	0.00
Family Distribution by Income Level	6,688	19.47	13.98	22.73	43.82	0.00
Household Distribution by Income Level	11,124	19.60	15.16	19.82	45.42	0.00
Unemployment rate (%)	2.32	0.00	0.00	2.32	0.00	0.00
Households Below Poverty Level (%)	8.71	0.00	0.00	8.71	0.00	0.00
Median Family Income (Non-MSAs - ND)		$81,182			**Median Housing Value**	$177,600
Median Family Income (Non-MSAs - ND) for 2024		$98,800			**Median Gross Rent**	$822
					Families Below Poverty Level	6.28

FFIEC File - 2024 Census
2024 Dun & Bradstreet SBSF Demographics
Due to rounding, totals may not equal 100.0%
(*) The NA category consists of geographies that have not been assigned an income classification

Scope of Evaluation in North Dakota

We completed a full-scope review of both the Bismarck MSA and the ND Non-MSA. When determining the rating for the State of North Dakota, performance in the Bismarck MSA carried the most weight followed by the ND Non-MSA. The Bismarck MSA is the bank's largest AA in the State of North Dakota with 66 percent of deposits, 84 percent of loans, and 50 percent of branches. The ND Non-MSA is the smallest AA in the State of North Dakota with 34 percent of deposits, 16 percent of loans, and 50 percent of branches. Refer to Appendix A for additional information.

CONCLUSIONS WITH RESPECT TO PERFORMANCE TESTS IN NORTH DAKOTA

LENDING TEST

The bank's performance under the Lending Test in North Dakota is rated Satisfactory.

Conclusions for Areas Receiving a Full-Scope Review

Based on full-scope reviews, the bank's lending performance in the state of North Dakota was reasonable.

Distribution of Loans by Income Level of the Geography

The bank exhibited a reasonable geographic distribution of loans in the State of North Dakota. This conclusion was based on the bank's performance in the Bismark MSA only as there were no low- or moderate-income tracts in the ND Non-MSA.

Small Loans to Businesses

Refer to Table 9 in the State of North Dakota section of Appendix D for the facts and data used to evaluate the geographic distribution of the bank's originations and purchases of small loans to businesses.

Bismarck MSA
The geographic distribution of small loans to businesses is reasonable. The proportion of loans in moderate-income geographies was near to the percentage of small businesses and was below aggregate lending performance. There were no low-income tracts in the AA.

Lending Gap Analysis

There were no unexplained conspicuous gaps identified.

Distribution of Loans by Income Level of the Borrower

The bank exhibited a reasonable distribution of loans to businesses and farms of different sizes in the State of North Dakota. For the Bismarck MSA, we only reviewed small loans to businesses. For the ND Non-MSA, we weighed small farm loans more as 66 percent by number and 40 percent by dollar volume of loan originations were agriculture loans.

Small Loans to Businesses

Refer to Table 10 in the State of North Dakota section of Appendix D for the facts and data used to evaluate the borrower distribution of the bank's originations and purchases of small loans to businesses.

Bismarck MSA
The borrower distribution of small loans to businesses is reasonable. The proportion of loans was near to aggregate lending performance but well below the percentage of small businesses. We relied more on the aggregate lending performance since it was more representative of lending opportunities.

ND Non-MSA
The borrower distribution of small loans to businesses is excellent. The proportion of loans exceeds both the percentage of small businesses and aggregate lending performance.

Small Loans to Farms

Refer to Table 12 in the State of North Dakota section of Appendix D for the facts and data used to evaluate the borrower distribution of the bank's originations and purchases of small loans to farms.

ND Non-MSA
The borrower distribution of small loans to farms is excellent. The proportion of loans exceeds aggregate lending performance and is near to the percentage of small farms.

Responses to Complaints

BNC did not receive any CRA related complaints during the evaluation period.

COMMUNITY DEVELOPMENT TEST

The bank's performance under the Community Development Test in the State of North Dakota is rated Satisfactory.

Conclusions for Areas Receiving Full-Scope Reviews

Based on full-scope reviews, the bank exhibited adequate responsiveness to CD needs in the state through CD loans, qualified investments, and CD services, as appropriate, considering the bank's capacity and the need and availability of such opportunities for CD in the bank's AAs.

Number and Amount of Community Development Loans

BNC exhibits excellent responsiveness to CD lending needs in North Dakota. The Community Development Loans Table, shown below, sets forth the information and data used to evaluate the bank's level of CD lending. The table includes all CD loans, including multifamily loans, that also qualify as CD loans.

Table 3: Community Development Loans

Assessment Area	Total			
	#	% of Total #	$(000's)	% of Total $
Bismarck MSA	10	71.4	8,613	50.3
ND Non-MSA	0	0.0	0	0.0
Broader Statewide/Regional Area	4	28.6	8,511	49.7
Total	**14**	**100.0**	**17,124**	**100.0**

<u>Bismarck MSA</u>
The bank made 10 CD loans totaling $8.6 million, which represented 13 percent of allocated tier 1 capital. By dollar volume, 68 percent were for economic development, 31 percent were for community services, and one percent were for revitalizing/stabilizing low- and moderate-income (LMI) areas.

The following are examples of CD loans the bank originated or purchased in this AA:

- An SBA 7(a) loan which financed a small business that retained and created jobs in the AA. The loan was done in conjunction with the North Dakota Opportunity Fund.
- A $1.2 million SBA 504 loan to purchase real estate supporting business expansion and job creation in the AA.
- Two SBA 504 loans totaling $1.1 million that supported business expansion and job creation in the AA.

<u>ND Non-MSA</u>
The bank did not originate any CD loans in the ND Non-MSA during the evaluation period.

<u>Broader Statewide or Regional Area</u>
BNC originated 4 CD loans totaling $8.5 million during the evaluation period that benefited the broader statewide area. All CD loans were for the purpose of economic development.

Number and Amount of Qualified Investments

BNC exhibits adequate responsiveness to CD investment needs in North Dakota. The Qualified Investments table, shown below, sets forth the information and data used to evaluate BNC's level of qualified CD investments.

Table 4: Qualified Investments

Assessment Area	Prior Period*		Current Period		Total				Unfunded Commitments**	
	#	$(000's)	#	$(000's)	#	% of Total #	$(000's)	% of Total $	#	$(000's)
Bismarck MSA	2	3,586	32	62	34	79.1	3,648	99.1	0	0
ND Non-MSA	0	0	9	33	9	20.9	33	0.9	0	0
Total	2	3,586	41	95	43	100.0	3,681	100.0	0	0

<u>Bismarck MSA</u>
Investments and donations totaled $3.7 million during the evaluation period. This represents 5.5 percent of allocated tier 1 capital. During the evaluation period, the bank did not purchase any investments. The bank received credit for two previously qualified investments that are still outstanding. Management provided 32 donations totaling $62 thousand. The donations support economic development and community services to LMI individuals.

The following are examples of qualified investments in the AA:

- Three donations totaling $18 thousand to provide health care, shelter, and other community services targeted to LMI.
- Three donations totaling $6 thousand to provide meals to LMI households in the AA.
- Three donations totaling $3 thousand to a food bank in the AA.

<u>ND Non-MSA</u>
Management provided nine donations totaling $33 thousand during the evaluation period. This represents less than one percent of allocated tier 1 capital. The donations support revitalizing and stabilizing local economies as well as community services to LMI individuals. During the evaluation period, the bank did not purchase any investments.

The following are examples of qualified investments in the AA:

- Five donations totaling $20 thousand to support school infrastructure in a distressed and underserved middle-income area.
- One donation totaling $7,500 providing food delivery services to LMI elderly and disabled households in the AA.

Extent to Which the Bank Provides Community Development Services
BNC employees provided an adequate level of CD services to their local communities. During the evaluation period, eight employees in the State of North Dakota provided services to 31 different organizations totaling 1,946 hours. These organizations provided economic development opportunities to small businesses and provided community services to LMI individuals. Of the services performed, all of the employees served as board or committee members.

* 'Prior Period Investments' means investments made in a previous evaluation period that are outstanding as of the examination date.

State Rating

State of Arizona

CRA rating for the State of Arizona: Satisfactory
The Lending Test is rated: Satisfactory
The Community Development Test is rated: Outstanding

The major factors that support this rating include:

- The bank exhibited excellent geographic distribution of loans in its AAs.
- The bank exhibited a reasonable distribution of loans among businesses of different sizes.
- BNC demonstrated excellent responsiveness to the CD needs of its AA through CD loans, qualified investments and donations, and CD services.

Description of Institution's Operations in Arizona

The Phoenix-Mesa-Chandler (Phoenix) MSA consists of Maricopa and Pinal Counties, in their entirety. BNC operates one branch and one cash-dispensing ATM in the Phoenix MSA. This AA includes 1,104 CTs, of which 354 are designated as upper-income, 362 are middle-income, 294 are moderate-income, 68 are low-income, and 26 have an "unknown" income designation.

Bank competition within the MSA is high. The June 30, 2024, FDIC deposit market share data showed 60 institutions operating 675 offices in the AA. Of those institutions, BNC ranked 49th with less than one percent market share. The top four institutions accounted for 78 percent of market share in the AA; Western Alliance Bank, JPMorgan Chase Bank, Bank of America, and Wells Fargo Bank

According to Moody's, education and health services represented the largest portion of employment at 17 percent, followed by professional and business services at 16 percent, leisure and hospitality services at 11 percent, and government and retail trade with 10 percent each.

According to the Bureau of Labor Statistics, the non-seasonally adjusted December 2024 unemployment rate was 3.1 percent for Maricopa County and 3.7 percent for Pinal County.

We reviewed a recently completed community contact to obtain an understanding of the CD and credit needs of the Phoenix MSA. The contact was involved with a local Economic Development Department in the MSA. This individual stated that even though the Phoenix metro was one of the last to come out of the economic downfall post-pandemic, the local economy has done well and continues to grow. This individual was not aware of any significant needs for financial institutions to fund community development opportunities but did mention affordable housing as well as economic development as opportunities for financial institution participation. The contact also noted financing for small businesses as an opportunity for the MSA.

Assessment Area - Phoenix MSA						
						2022-2024
Demographic Characteristics	#	Low % of #	Moderate % of #	Middle % of #	Upper % of #	NA* % of #
Geographies (Census Tracts)	1,104	6.16	26.63	32.79	32.07	2.36
Population by Geography	4,845,832	5.68	25.89	34.53	33.17	0.72
Housing Units by Geography	1,943,813	5.17	27.20	35.16	32.09	0.38
Owner-Occupied Housing by Geography	1,123,410	2.58	21.68	36.78	38.79	0.18
Occupied Rental Units by Geography	621,809	9.87	35.93	32.31	21.22	0.67
Vacant Units by Geography	198,594	5.14	31.13	34.93	28.22	0.57
Businesses by Geography	384,710	3.93	19.28	29.96	46.32	0.51
Farms by Geography	9,093	4.11	21.99	31.76	41.38	0.75
Family Distribution by Income Level	1,153,885	20.59	18.26	20.27	40.87	0.00
Household Distribution by Income Level	1,745,219	22.58	17.00	18.63	41.79	0.00
Unemployment rate (%)	5.23	8.04	6.65	4.90	4.02	10.31
Households Below Poverty Level (%)	11.24	30.79	16.94	8.96	5.70	30.29
Median Family Income (38060 - Phoenix-Mesa-Chandler, AZ MSA)		$78,930			Median Housing Value	$242,450
Median Family Income (38060 - Phoenix-Mesa-Chandler, AZ MSA) for 2024		$101,300			Median Gross Rent	$1,228
					Families Below Poverty Level	9.08
FFIEC File - 2024 Census 2024 Dun & Bradstreet SBSF Demographics Due to rounding, totals may not equal 100.0% (*) The NA category consists of geographies that have not been assigned an income classification						

Scope of Evaluation in Arizona

We completed a full-scope review of the Phoenix MSA, which is the only AA in the state. Refer to Appendix A, Scope of Examination, for more information.

CONCLUSIONS WITH RESPECT TO PERFORMANCE TESTS IN ARIZONA

LENDING TEST

The bank's performance under the Lending Test in Arizona is rated Satisfactory.

Conclusions for Area Receiving a Full-Scope Review

Based on a full-scope review, the bank's lending performance in the state of Arizona was reasonable.

Distribution of Loans by Income Level of the Geography

The bank exhibited excellent geographic distribution of loans in the State of Arizona.

Small Loans to Businesses

Refer to Table 9 in the State of Arizona section of Appendix D for the facts and data used to evaluate the geographic distribution of the bank's originations and purchases of small loans to businesses.

The geographic distribution of small loans to businesses is excellent. The proportion of loans in LMI geographies exceeded both the percentage of businesses and aggregate lending performance.

Lending Gap Analysis

There were no unexplained conspicuous gaps identified.

Distribution of Loans by Income Level of the Borrower

The bank exhibited a reasonable distribution of loans to businesses of different sizes.

Small Loans to Businesses

Refer to Table 10 in the State of Arizona section of Appendix D for the facts and data used to evaluate the borrower distribution of the bank's originations and purchases of small loans to businesses.

The borrower distribution of small loan to businesses was reasonable. The proportion of loans was below aggregate lending performance and well below the percentage of small businesses.

Responses to Complaints

BNC did not receive any CRA related complaints during the evaluation period.

COMMUNITY DEVELOPMENT TEST

The bank's performance under the Community Development Test in the state of Arizona is rated Outstanding.

Conclusions for Area Receiving a Full-Scope Review

Based on a full-scope review, the bank exhibited excellent responsiveness to CD needs in the state through CD loans, qualified investments, and CD services, as appropriate, considering the bank's capacity and the need and availability of such opportunities for CD in the bank's AA.

Number and Amount of Community Development Loans

The Community Development Loans Table, shown below, sets forth the information and data used to evaluate the bank's level of CD lending. The table includes all CD loans, including multifamily loans that also qualify as CD loans.

Table 3: Community Development Loans

Assessment Area	Total			
	#	% of Total #	$(000's)	% of Total $
Phoenix MSA	12	70.6	13,938	69.8
Broader Statewide/Regional Area	5	29.4	6,018	30.2
Total	**17**	**100.0**	**19,956**	**100.0**

The level of CD lending was excellent. The bank made 12 CD loans totaling $13.9 million, which represented 84 percent of allocated tier 1 capital. By dollar volume, 97 percent were for economic development and 3 percent were for community services.

The following are examples of CD loans the bank originated or purchased in this AA:

- Two SBA 504 loans totaling $7.6 million that promotes job creation and economic development in the AA by financing a school for children with autism.
- One SBA 504 loan supporting business expansions and job creation in the AA.
- A loan for $373 thousand to support a childcare center that primarily serves low-income children in the AA.

Broader Statewide or Regional Area
BNC originated 5 CD loans totaling $6 million during the evaluation period that benefited the broader statewide area. All CD loans were for the purpose of economic development.

Number and Amount of Qualified Investments

Table 4: Qualified Investments

Assessment Area	Prior Period*		Current Period		Total				Unfunded Commitments**	
	#	$(000's)	#	$(000's)	#	% of Total #	$(000's)	% of Total $	#	$(000's)
Phoenix MSA	1	1,262	0	0	1	100.0	1,262	100.0	0	0

BNC provided an excellent volume of CD investments to the Phoenix MSA during the evaluation period. Investments totaled $1.3 million, representing 13.7 percent of allocated tier 1 capital. During the evaluation period, the bank did not purchase any investments. The bank received credit for one previously qualified investment in a Freddie Mac 30-year mortgage-backed security in which all borrowers were LMI that still has an outstanding balance. Management did not provide any donations in the Phoenix MSA.

Extent to Which the Bank Provides Community Development Services

The institution provided a relatively high level of CD services. The bank provided 13 qualified services by two employees totaling 960 hours to five different organizations during the evaluation period. Leadership is evident through board or committee participation in all of those activities. Service activities were responsive to CD needs, particularly related to economic development. For example, one employee serves on the board for an organization that facilitates the creation of a prosperous regional economy.

* 'Prior Period Investments' means investments made in a previous evaluation period that are outstanding as of the examination date.

Appendix A: Scope of Examination

The following table identifies the time period covered in this evaluation, affiliate activities that were reviewed, and loan products considered. The table also reflects the MSA(s) and non-MSA(s) that received comprehensive examination review, designated by the term "full-scope," and those that received a less comprehensive review, designated by the term "limited-scope".

Time Period Reviewed:	1/1/2022 – 12/31/2024	
Bank Products Reviewed:	Small business and small farm Community development loans, qualified investments/donations, and community development services	
Affiliate	**Affiliate Relationship**	**Products Reviewed**
None		
List of Assessment Areas and Type of Examination		
Rating and Assessment Areas	**Type of Exam**	**Other Information**
North Dakota		
Bismarck MSA	Full-scope	Burleigh, Morton, and Oliver counties
ND Non-MSA	Full-scope	Divide County – 9545 Emmons County – 9665 McKenzie County – 9624 McLean County – 9608, 9610.01 Mountrail County -9552
Arizona		
Phoenix MSA	Full-scope	Maricopa and Pinal counties

Appendix B: Summary of MMSA and State Ratings

RATINGS			
Overall Bank:	**Lending Test Rating***	**CD Test Rating**	**Overall Bank/State/ Multistate Rating**
BNC National Bank	Satisfactory	Satisfactory	Satisfactory
State:			
North Dakota	Satisfactory	Satisfactory	Satisfactory
Arizona	Satisfactory	Outstanding	Satisfactory

(*) The Lending Test and Community Development Test carry equal weight in the overall rating.

Appendix C: Definitions and Common Abbreviations

The following terms and abbreviations are used in this performance evaluation, including the CRA tables. The definitions are intended to provide the reader with a general understanding of the terms, not a strict legal definition.

Affiliate: Any company that controls, is controlled by, or is under common control with another company. A company is under common control with another company if the same company directly or indirectly controls both companies. For example, a bank subsidiary is controlled by the bank and is, therefore, an affiliate.

Aggregate Lending (Aggt.): The number of loans originated and purchased by all reporting lenders (HMDA or CRA) in specified income categories as a percentage of the aggregate number of loans originated and purchased by all reporting lenders in the state/assessment area.

Census Tract (CT): A small, relatively permanent statistical subdivision of a county delineated by a local committee of census data users for the purpose of presenting data. Census tracts nest within counties, and their boundaries normally follow visible features, but may follow legal geography boundaries and other non-visible features in some instances. Census tracts ideally contain about 4,000 people and 1,600 housing units.

Community Development (CD): Affordable housing (including multifamily rental housing) for low- or moderate-income individuals; community services targeted to low- or moderate-income individuals; activities that promote economic development by financing businesses or farms that meet the Small Business Administration Development Company or Small Business Investment Company programs' size eligibility standards or have gross annual revenues of $1 million or less; or activities that revitalize or stabilize low- or moderate-income geographies, distressed or underserved nonmetropolitan middle-income geographies, or designated disaster areas.

Community Reinvestment Act (CRA): The statute that requires the OCC to evaluate a bank's record of meeting the credit needs of its entire community, including low- and moderate-income areas, consistent with the safe and sound operation of the bank, and to take this record into account when evaluating certain corporate applications filed by the bank.

Full-Scope Review: Performance under the Lending, Investment, and Service Tests is analyzed considering performance context, quantitative factors (e.g., geographic distribution, borrower distribution, and total number and dollar amount of investments), and qualitative factors (e.g., innovativeness, complexity, and responsiveness).

Geography: A census tract delineated by the United States Bureau of the Census in the most recent decennial census.

Home Mortgage Loans: A closed-end mortgage loan or an open-end line of credit as these terms are defined under 12 CFR 1003.2, and that is not an excluded transaction under 12 CFR 1003.3(c)(1) through (c)(10) and (c)(13).

Limited-Scope Review: Performance under the Lending, Investment, and Service Tests is analyzed using only quantitative factors (e.g., geographic distribution, borrower distribution, total number and dollar amount of CD loans and qualified investments, branch distribution, and CD services).

Low-Income: Individual income that is at less than 50 percent of the area median income, or a median family income that is less than 50 percent in the case of a geography.

Market Share: The number of loans originated and purchased by the institution as a percentage of the aggregate number of loans originated and purchased by all reporting lenders in the state/assessment area.

Metropolitan Statistical Area: An area, defined by the Office of Management and Budget, as a Core Based Statistical Area associated with at least one urbanized area that has a population of at least 50,000. The Metropolitan Statistical Area comprises the central county or counties containing the core, plus adjacent outlying counties having a high degree of social and economic integration with the central county or counties as measured through commuting.

Middle-Income: Individual income that is at least 80 percent and less than 120 percent of the area median income, or a median family income that is at least 80 percent and less than 120 percent, in the case of a geography

Moderate-Income: Individual income that is at least 50 percent and less than 80 percent of the area median income, or a median family income that is at least 50 percent and less than 80 percent, in the case of a geography.

Owner-Occupied Units: Includes units occupied by the owner or co-owner, even if the unit has not been fully paid for or is mortgaged.

Prior Period Investments: Investments made in a previous evaluation period that are outstanding as of the end of the evaluation period.

Qualified Investment: A qualified investment is defined as any lawful investment, deposit, membership share, or grant that has as its primary purpose community development.

Rating Area: A rated area is a state or multistate metropolitan statistical area. For an institution with domestic branches in only one state, the institution's CRA rating would be the state rating. If an institution maintains domestic branches in more than one state, the institution will receive a rating for each state in which those branches are located. If an institution maintains domestic branches in two or more states within a multistate metropolitan statistical area, the institution will receive a rating for the multistate metropolitan statistical area.

Small Loan(s) to Business(es): A loan included in 'loans to small businesses' as defined in the Consolidated Report of Condition and Income (Call Report) instructions. These loans have original amounts of $1 million or less and typically are either secured by nonfarm or nonresidential real estate or are classified as commercial and industrial loans.

Small Loan(s) to Farm(s): A loan included in 'loans to small farms' as defined in the instructions for preparation of the Consolidated Report of Condition and Income (Call Report). These loans have original amounts of $500,000 or less and are either secured by farmland or are classified as loans to finance agricultural production and other loans to farmers.

Tier 1 Capital: The total of common shareholders' equity, perpetual preferred shareholders' equity with non-cumulative dividends, retained earnings and minority interests in the equity accounts of consolidated subsidiaries.

Unfunded Commitments: Legally binding investment commitments that are tracked and recorded by the institution's financial reporting system.

Upper-Income: Individual income that is at least 120 percent of the area median income, or a median family income that is at least 120 percent, in the case of a geography.

Appendix D: Tables of Performance Data

Content of Standardized Tables

A separate set of tables is provided for each state. All multistate metropolitan statistical areas, if applicable, are presented in one set of tables. References to the "bank" include activities of any affiliates that the bank provided for consideration (refer to appendix A: Scope of the Examination). For purposes of reviewing the Lending Test tables, the following are applicable: (1) purchased are treated as originations; and (2) "aggregate" is the percentage of the aggregate number of reportable loans originated and purchased by all HMDA or CRA-reporting lenders in the MMSA/AA. Deposit data are compiled by the FDIC and are available as of June 30th of each year. Tables without data are not included in this PE.

The following is a listing and brief description of the tables included in each set:

Table 9. **Assessment Area Distribution of Loans to Small Businesses by Income Category of the Geography** - Compares the percentage distribution of the number of small loans (less than or equal to $1 million) to businesses that were originated and purchased by the bank in low-, moderate-, middle-, and upper-income geographies to the percentage distribution of businesses (regardless of revenue size) in those geographies. Because arrogate small business data are not available for geographic areas smaller than counties, it may be necessary to compare bank loan data to aggregate data from geographic areas larger than the bank's AA.

Table 10. **Assessment Area Distribution of Loans to Small Businesses by Gross Annual Revenue** - Compares the percentage distribution of the number of small loans (loans less than or equal to $1 million) originated and purchased by the bank to businesses with revenues of $1 million or less to: (1) the percentage distribution of businesses with revenues of greater than $1 million; and, (2) the percentage distribution of businesses for which revenues are not available. The table also presents aggregate peer small business data for the years the data is available.

Table 11. **Assessment Area Distribution of Loans to Farms by Income Category of the Geography** - Compares the percentage distribution of the number of small loans (less than or equal to $500,000) to farms originated and purchased by the bank in low-, moderate-, middle-, and upper-income geographies to the percentage distribution of farms (regardless of revenue size) throughout those geographies. The table also presents aggregate peer data for the years the data is available. Because aggregate small farm data are not available for geographic areas smaller than counties, it may be necessary to use geographic areas larger than the bank's AA.

Table 12. **Assessment Area Distribution of Loans to Farms by Gross Annual Revenues** - Compares the percentage distribution of the number of small loans (loans less than or equal to $500,000) originated and purchased by the bank to farms with revenues of $1 million or less to: (1) the percentage distribution of farms with revenues of greater than $1 million;

and, (2) the percentage distribution of farms for which revenues are not available. The table also presents aggregate peer small farm data for the years the data is available.

State of North Dakota

Table 9: Assessment Area Distribution of Loans to Small Businesses by Income Category of the Geography — **2022 - 2024**

Assessment Area:	Total Loans to Small Businesses				Low-Income Tracts			Moderate-Income Tracts			Middle-Income Tracts			Upper-Income Tracts			Not Available-Income Tracts		
	#	$	% of Total Number	Overall Market	% Businesses	% Bank Loans	% Aggregate	% Businesses	% Bank Loans	% Aggregate	% Businesses	% Bank Loans	% Aggregate	% Businesses	% Bank Loans	% Aggregate	% Businesses	% Bank Loans	% Aggregate
Bismarck MSA	20	87,681	50.0	5,547	--	0.0	--	11.01	10.0	13.09	79.54	80.0	75.99	9.45	10.0	10.92	--	0.0	--
ND Non-MSA	20	1,898	50.0	1,075	--	0.0	--	--	0.0	--	100.00	100.0	100.00	--	0.0	--	--	0.0	--
Total	**40**	**89,579**	**100.0**	**6,622**	**--**	**0.0**	**--**	**9.17**	**6.5**	**10.96**	**82.95**	**87.0**	**79.89**	**7.87**	**6.5**	**9.15**	**--**	**0.0**	**--**

Source: FFIEC File - 2020 Census; 1/1/2022 - 12/31/2024 Bank Data, 2023 Dunn & Bradstreet SBSF Demographics, 2022, 2023 CRA Aggregate Data, "--" data not available.
Due to rounding, totals may not equal 100.0%

Table 10: Assessment Area Distribution of Loans to Small Businesses by Gross Annual Revenues — **2022 - 2024**

Assessment Area:	Total Loans to Small Businesses				Businesses with Revenues <= 1MM			Businesses with Revenues > 1MM		Businesses with Revenues Not Available	
	#	$	% of Total Number	Overall Market	% Businesses	% Bank Loans	% Aggregate	% Businesses	% Bank Loans	% Businesses	% Bank Loans
Bismarck MSA	60	288,313	75.0	5,547	79.01	51.67	55.63	9.19	48.33	11.80	0.0
ND Non-MSA	20	1,898	25.0	1,075	77.13	95.0	55.16	8.66	5.0	14.20	0.0
Total	**80**	**290,211**	**100.0**	**6,622**	**78.69**	**66.84**	**55.56**	**9.10**	**33.16**	**12.21**	**0.0**

Source: FFIEC File - 2020 Census; 1/1/2022 - 12/31/2024 Bank Data, 2023 Dunn & Bradstreet SBSF Demographics, 2022, 2023 CRA Aggregate Data, "--" data not available.
Due to rounding, totals may not equal 100.0%

Table 11: Assessment Area Distribution of Loans to Farms by Income Category of the Geography																			2022 - 2024
Assessment Area:	Total Loans to Farm				Low-Income Tracts			Moderate-Income Tracts			Middle-Income Tracts			Upper-Income Tracts			Not Available-Income Tracts		
	#	$	% of Total Number	Overall Market	% Farms	% Bank Loans	% Aggregate	% Farms	% Bank Loans	% Aggregate	% Farms	% Bank Loans	% Aggregate	% Farms	% Bank Loans	% Aggregate	% Farms	% Bank Loans	% Aggregate
ND Non-MSA	20	4,455	100.0	746	--	0.0	--	--	0.0	--	100.00	100.0	100.00	--	0.0	--	--	0.0	--
Total	**20**	**4,455**	**100.0**	**746**	**--**	**0.0**	**--**	**--**	**0.0**	**--**	**100.00**	**100.0**	**100.00**	**--**	**0.0**	**--**	**--**	**0.0**	**--**

Source: FFIEC File - 2020 Census; 1/1/2022 - 12/31/2024 Bank Data, 2023 Dunn & Bradstreet SBSF Demographics, 2022, 2023 CRA Aggregate Data, "--" data not available.
Due to rounding, totals may not equal 100.0%

Table 12: Assessment Area Distribution of Loans to Farms by Gross Annual Revenue											2022 - 2024
Assessment Area:	Total Loans to Farms				Farms with Revenues <= 1MM			Farms with Revenues > 1MM		Farms with Revenues Not Available	
	#	$	% of Total Number	Overall Market	% Farms	% Bank Loans	% Aggregate	% Farms	% Bank Loans	% Farms	% Bank Loans
ND Non-MSA	20	4,455	100.0	746	94.87	85.0	49.20	4.76	15.0	0.37	0.0
Total	**20**	**4,455**	**100.0**	**746**	**94.87**	**85.0**	**49.20**	**4.76**	**15.0**	**0.37**	**0.0**

Source: FFIEC File - 2020 Census; 1/1/2022 - 12/31/2024 Bank Data, 2023 Dunn & Bradstreet SBSF Demographics, 2022, 2023 CRA Aggregate Data, "--" data not available.
Due to rounding, totals may not equal 100.0%

State of Arizona

Table 9: Assessment Area Distribution of Loans to Small Businesses by Income Category of the Geography																				2022 - 2024
Assessment Area:	Total Loans to Small Businesses				Low-Income Tracts			Moderate-Income Tracts			Middle-Income Tracts			Upper-Income Tracts			Not Available-Income Tracts			
	#	$	% of Total Number	Overall Market	% Businesses	% Bank Loans	% Aggregate	% Businesses	% Bank Loans	% Aggregate	% Businesses	% Bank Loans	% Aggregate	% Businesses	% Bank Loans	% Aggregate	% Businesses	% Bank Loans	% Aggregate	
Phoenix MSA	20	6,018	100.0	274,922	4.16	10.0	3.45	19.72	25.0	18.34	29.42	25.0	29.90	46.23	40.0	47.66	0.48	0.0	0.65	
Total	**20**	**6,018**	**100.0**	272,922	**4.16**	**10.0**	**3.45**	**19.72**	**25.0**	**18.34**	**29.42**	**25.0**	**29.90**	**46.23**	**40.0**	**47.66**	**0.48**	**0.0**	**0.65**	

Source: FFIEC File - 2020 Census; 1/1/2022 - 12/31/2024 Bank Data, 2023 Dunn & Bradstreet SBSF Demographics, 2022, 2023 CRA Aggregate Data, "--" data not available.
Due to rounding, totals may not equal 100.0%

Table 10: Assessment Area Distribution of Loans to Small Businesses by Gross Annual Revenues											2022 - 2024
Assessment Area:	Total Loans to Small Businesses				Businesses with Revenues <= 1MM			Businesses with Revenues > 1MM		Businesses with Revenues Not Available	
	#	$	% of Total Number	Overall Market	% Businesses	% Bank Loans	% Aggregate	% Businesses	% Bank Loans	% Businesses	% Bank Loans
Phoenix MSA	20	6,018	100.0	274,922	89.44	45.0	55.01	4.80	55.0	5.75	0.0
Total	**20**	**6,018**	**100.0**	**274,922**	**89.44**	**45.0**	**55.01**	**4.80**	**55.0**	**5.75**	**0.0**

Source: FFIEC File - 2020 Census; 1/1/2022 - 12/31/2024 Bank Data, 2023 Dunn & Bradstreet SBSF Demographics, 2022, 2023 CRA Aggregate Data, "--" data not available.
Due to rounding, totals may not equal 100.0%

PUBLIC EXHIBIT C

BNC National Bank Public Call Report (as of March 31, 2026)

Board of Governors of the Federal Reserve System
Federal Deposit Insurance Corporation
Office of the Comptroller of the Currency

Federal Financial Institutions Examination Council

Consolidated Reports of Condition and Income for a Bank with Domestic Offices Only and Total Assets Less than $5 Billion - FFIEC 051

Institution Name	**BNC NATIONAL BANK**
City	**GLENDALE**
State	**AZ**
Zip Code	**85308**
Call Report Report Date	**3/31/2026**
Report Type	**051**
RSSD-ID	**2358769**
FDIC Certificate Number	**57197**
OCC Charter Number	**24224**
ABA Routing Number	**91310754**
Last updated on	**5/1/2026**

Federal Financial Institutions Examination Council

Consolidated Reports of Condition and Income for a Bank with Domestic Offices Only and Total Assets Less than $5 Billion - FFIEC 051

Report at the close of business March 31, 2026

(20260331)
(RCON 9999)

This report is required by law: 12 U.S.C. §324 (State member banks); 12 U.S.C. §1817 (State non member banks); 12 U.S.C. §161 (National banks); and 12 U.S.C. §1464 (Savings associations).

Unless the context indicates otherwise, the term "bank" in this report form refers to both banks and savings associations.

NOTE: Each bank's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the Reports of Condition and Income. The Reports of Condition and Income are to be prepared in accordance with federal regulatory authority instructions. The Reports of Condition and Income must be signed by the Chief Financial Officer (CFO) of the reporting bank (or by the individual performing an equivalent function) and attested to by not less than two directors (trustees) for state non member banks and three directors for state member banks, national banks, and savings associations.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct to the best of my knowledge and belief.

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition and Income (including the supporting schedules) for this report date and declare that the Reports of Condition and Income have been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.

Signature of Chief Financial Officer (or Equivalent)

Date of Signature

Director (Trustee)

Director (Trustee)

Director (Trustee)

Submission of Reports

Each bank must file its Reports of Condition and Income (Call Report) data by either:

(a) Using computer software to prepare its Call Report and then submitting the report data directly to the FFIEC's Central Data Repository (CDR), an Internet-based system for datacollection (https://cdr.ffiec.gov/cdr/), or

(b) Completing its Call Report in paper form and arranging with a software vendor or another party to convert the data in to the electronic format that can be processed by the CDR. The software vendor or other party then must electronically submit the bank's data file to the CDR.

For technical assistance with submissions to the CDR, please contact the CDR Help Desk by telephone at (888) CDR-3111, by fax at (703) 774-3946, or by e-mail at CDR.Help@cdr.ffiec.gov.

FDIC Certificate Number **57197** (RSSD 9050)

To fulfill the signature and attestation requirement for the Reports of Condition and Income for this report date, attach your bank's completed signature page (or a photocopy or a computer generated version of this page) to the hard-copy record of the data file submitted to the CDR that your bank must place in its files.

The appearance of your bank's hard-copy record of the submitted data file need not match exactly the appearance of the FFIEC's sample report forms, but should show at least the caption of each Call Report item and the reported amount.

BNC NATIONAL BANK
Legal Title of Bank (RSSD 9017)

GLENDALE
City (RSSD 9130)

AZ — State Abbreviation (RSSD 9200)

85308 — Zip Code (RSSD 9220)

The estimated average burden associated with this information collection is 50.4 hours per respondent and is estimated to vary from 20 to 775 hours per response, depending on individual circumstances. Burden estimates include the time for reviewing instructions, gathering and maintaining data in the required form, and completing the information collection, but exclude the time for compiling and maintaining business records in the normal course of a respondent's activities. A Federal agency may not conduct or sponsor, and an organization (or a person) is not required to respond to a collection of information, unless it displays a currently valid OMB control number. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503, and to one of the following: Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551; Legislative and Regulatory Analysis Division, Office of the Comptroller of the Currency, Washington, DC 20219; Assistant Executive Secretary, Federal Deposit Insurance Corporation, Washington, DC 20429.

Consolidated Reports of Condition and Income for a Bank with Domestic Offices Only and Total Assets Less than $5 Billion - FFIEC 051

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For information or assistance, national banks, state nonmember banks, and savings associations should contact the FDIC's Data Collection and Analysis Section, 550 17th Street, NW, Washington, DC 20429, toll free on (800) 688-FDIC(3342), Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. State member banks should contact their Federal Reserve District Bank.

Contact Information for the Reports of Condition and Income

To facilitate communication between the Agencies and the bank concerning the Reports of Condition and Income, please provide contact information for (1) the Chief Financial Officer (or equivalent) of the bank signing the reports for this quarter, and (2) the person at the bank—other than the Chief Financial Officer (or equivalent)—to whom questions about the reports should be directed. If the Chief Financial Officer (or equivalent) is the primary contact for questions about the reports, please provide contact information for another person at the bank who will serve as a secondary contact for communications between the Agencies and the bank concerning the Reports of Condition and Income. Enter "none" for the contact's e-mail address or fax number if not available. Contact information for the Reports of Condition and Income is for the confidential use of the Agencies and will not be released to the public.

Chief Financial Officer (or Equivalent) Signing the Reports

CONF
Name (TEXT C490)

CONF
Title (TEXT C491)

CONF
E-mail Address (TEXT C492)

CONF
Area Code / Phone Number / Extension (TEXT C493)

CONF
Area Code / FAX Number (TEXT C494)

Other Person to Whom Questions about the Reports Should be Directed

CONF
Name (TEXT C495)

CONF
Title (TEXT C496)

CONF
E-mail Address (TEXT 4086)

CONF
Area Code / Phone Number / Extension (TEXT 8902)

CONF
Area Code / FAX Number (TEXT 9116)

Primary Contact

CONF
Name (TEXT C366)

CONF
Title (TEXT C367)

CONF
E-mail Address (TEXT C368)

CONF
Area Code / Phone Number / Extension (TEXT C369)

CONF
Area Code / FAX Number (TEXT C370)

Secondary Contact

CONF
Name (TEXT C371)

CONF
Title (TEXT C372)

CONF
E-mail Address (TEXT C373)

CONF
Area Code / Phone Number / Extension (TEXT C374)

CONF
Area Code / FAX Number (TEXT C375)

USA PATRIOT Act Section 314(a) Anti-Money Laundering

Contact Information

This information is being requested to identify points-of-contact who are in charge of your bank's USA PATRIOT Act Section 314(a) information requests. Bank personnel listed could be contacted by law enforcement officers or the Financial Crimes Enforcement Network (FinCEN) for additional information related to specific Section 314(a) search requests or other anti-terrorist financing and anti- money laundering matters. Communications sent by FinCEN to the bank for purposes other than Section 314(a) notifications will state the intended purpose and should be directed to the appropriate bank personnel for review. Any disclosure of customer records to law enforcement officers or FinCEN must be done in compliance with applicable law, including the Right to Financial Privacy Act (12 U.S.C. 3401 et seq.).

Please provide information for a primary and secondary contact. Information for a third and fourth contact may be provided at the bank's option. Enter "none" for the contact's e-mail address if not available. This contact information is for the confidential use of the Agencies, FinCEN, and law enforcement officers and will not be released to the public.

Primary Contact

CONF
Name (TEXT C437)

CONF
Title (TEXT C438)

CONF
E-mail Address (TEXT C439)

CONF
Area Code / Phone Number / Extension (TEXT C440)

Secondary Contact

CONF
Name (TEXT C442)

CONF
Title (TEXT C443)

CONF
E-mail Address (TEXT C444)

CONF
Area Code / Phone Number / Extension (TEXT 8902)

Third Contact

CONF
Name (TEXT C870)

CONF
Title (TEXT C871)

CONF
E-mail Address (TEXT C368)

CONF
Area Code / Phone Number / Extension (TEXT C873)

Fourth Contact

CONF
Name (TEXT C875)

CONF
Title (TEXT C876)

CONF
E-mail Address (TEXT C877)

CONF
Area Code / Phone Number / Extension (TEXT C878)

Contact Information(Form Type - 051)

Dollar amounts in thousands			
1. Contact Information for the Reports of Condition and Income			1.
a. Chief Financial Officer (or Equivalent) Signing the Reports			1.a.
1. Name	TEXTC490	CONF	1.a.1.
2. Title	TEXTC491	CONF	1.a.2.
3. E-mail Address	TEXTC492	CONF	1.a.3.
4. Telephone	TEXTC493	CONF	1.a.4.
5. FAX	TEXTC494	CONF	1.a.5.
b. Other Person to Whom Questions about the Reports Should be Directed			1.b.
1. Name	TEXTC495	CONF	1.b.1.
2. Title	TEXTC496	CONF	1.b.2.
3. E-mail Address	TEXT4086	CONF	1.b.3.
4. Telephone	TEXT8902	CONF	1.b.4.
5. FAX	TEXT9116	CONF	1.b.5.
2. Person to whom questions about Schedule RC-T - Fiduciary and Related Services should be directed			2.
a. Name and Title	TEXTB962	CONF	2.a.
b. E-mail Address	TEXTB926	CONF	2.b.
c. Telephone	TEXTB963	CONF	2.c.
d. FAX	TEXTB964	CONF	2.d.
3. Emergency Contact Information			3.
a. Primary Contact			3.a.
1. Name	TEXTC366	CONF	3.a.1.
2. Title	TEXTC367	CONF	3.a.2.
3. E-mail Address	TEXTC368	CONF	3.a.3.
4. Telephone	TEXTC369	CONF	3.a.4.
5. FAX	TEXTC370	CONF	3.a.5.
b. Secondary Contact			3.b.
1. Name	TEXTC371	CONF	3.b.1.
2. Title	TEXTC372	CONF	3.b.2.
3. E-mail Address	TEXTC373	CONF	3.b.3.
4. Telephone	TEXTC374	CONF	3.b.4.
5. FAX	TEXTC375	CONF	3.b.5.
4. USA PATRIOT Act Section 314(a) Anti-Money Laundering Contact Information			4.
a. Primary Contact			4.a.
1. Name	TEXTC437	CONF	4.a.1.
2. Title	TEXTC438	CONF	4.a.2.
3. E-mail Address	TEXTC439	CONF	4.a.3.
4. Telephone	TEXTC440	CONF	4.a.4.
b. Secondary Contact			4.b.
1. Name	TEXTC442	CONF	4.b.1.
2. Title	TEXTC443	CONF	4.b.2.
3. E-mail Address	TEXTC444	CONF	4.b.3.
4. Telephone	TEXTC445	CONF	4.b.4.
c. Third Contact			4.c.
1. Name	TEXTC870	CONF	4.c.1.
2. Title	TEXTC871	CONF	4.c.2.
3. E-mail Address	TEXTC872	CONF	4.c.3.
4. Telephone	TEXTC873	CONF	4.c.4.
d. Fourth Contact			4.d.
1. Name	TEXTC875	CONF	4.d.1.

Dollar amounts in thousands			
2. Title	TEXTC876	CONF	4.d.2.
3. E-mail Address	TEXTC877	CONF	4.d.3.
4. Telephone	TEXTC878	CONF	4.d.4.
5. Chief Executive Officer Contact Information			5.
a. Chief Executive Officer			5.a.
1. Name	TEXTFT42	CONF	5.a.1.
2. E-mail Address	TEXTFT44	CONF	5.a.2.
3. Telephone	TEXTFT43	CONF	5.a.3.
4. FAX	TEXTFT45	CONF	5.a.4.

Schedule RI - Income Statement(Form Type - 051)

Dollar amounts in thousands			
1. Interest income:			1.
a. Interest and fee income on loans:			1.a.
1. Loans secured by real estate:			1.a.1.
a. Loans secured by 1-4 family residential properties	RIAD4435	892	1.a.1.a.
b. All other loans secured by real estate	RIAD4436	6,859	1.a.1.b.
2. Commercial and industrial loans	RIAD4012	2,233	1.a.2.
3. Loans to individuals for household, family, and other personal expenditures:			1.a.3.
a. Credit cards	RIADB485	0	1.a.3.a.
b. Other (includes revolving credit plans other than credit cards, automobile loans, and other consumer loans)	RIADB486	878	1.a.3.b.
4. Not applicable			1.a.4.
5. All other loans[1]	RIAD4058	331	1.a.5.
6. Total interest and fee income on loans (sum of items 1.a.(1)(a) through 1.a.(5))	RIAD4010	11,193	1.a.6.
b. Income from lease financing receivables	RIAD4065	0	1.b.
c. Interest income on balances due from depository institutions[2]	RIAD4115	1,814	1.c.
d. Interest and dividend income on securities:			1.d.
1. U.S. Treasury securities and U.S. Government agency obligations (excluding mortgage-backed securities)	RIADB488	109	1.d.1.
2. Mortgage-backed securities	RIADB489	706	1.d.2.
3. All other securities (includes securities issued by states and political subdivisions in the U.S.)	RIAD4060	55	1.d.3.
e. Not applicable			1.e.
f. Interest income on federal funds sold and securities purchased under agreements to resell	RIAD4020	0	1.f.
g. Other interest income	RIAD4518	36	1.g.
h. Total interest income (sum of items 1.a.(6) through 1.g)	RIAD4107	13,913	1.h.
2. Interest expense:			2.
a. Interest on deposits:			2.a.
1. Transaction accounts (interest-bearing demand deposits, NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts)	RIAD4508	1,972	2.a.1.
2. Nontransaction accounts:			2.a.2.
a. Savings deposits (includes MMDAs)	RIAD0093	1,610	2.a.2.a.
b. Time deposits of $250,000 or less	RIADHK03	658	2.a.2.b.
c. Time deposits of more than $250,000	RIADHK04	265	2.a.2.c.
b. Expense of federal funds purchased and securities sold under agreements to repurchase	RIAD4180	0	2.b.
c. Other interest expense	RIADGW44	0	2.c.
d. Not applicable			2.d.
e. Total interest expense (sum of items 2.a through 2.c)	RIAD4073	4,505	2.e.
3. Net interest income (item 1.h minus 2.e)	RIAD4074	9,408	3.
4. Provisions for credit losses[3]	RIADJJ33	385	4.
5. Noninterest income:			5.
a. Income from fiduciary activities [2]	RIAD4070	641	5.a.
b. Service charges on deposit accounts	RIAD4080	140	5.b.
c. Not applicable			5.c.
d. Income from securities-related and insurance activities			5.d.
1. Fees and commissions from securities brokerage, investment banking, advisory, and underwriting activities	RIADHT73	0	5.d.1.
2. Income from insurance activities[3]	RIADHT74	0	5.d.2.

1. Includes interest and fee income on "Loans to depository institutions and acceptances of other banks," "Loans to finance agricultural production and other loans to farmers," "Obligations (other than securities and leases) of states and political subdivisions in the U.S.," and "Loans to nondepository financial institutions and other loans"
2. Includes interest income on time certificates of deposit not held for trading.
3. Institutions should report in item 4 the provisions for credit losses for all financial assets and off-balance-sheet credit exposures.
2. For banks required to complete Schedule RC-T, items 14 through 22, income from fiduciary activities reported in Schedule RI, item 5.a, must equal the amount reported in Schedule RC-T, item 22.
3. Includes underwriting income from insurance and reinsurance activities.

Dollar amounts in thousands			
e. Not applicable			5.e.
f. Net servicing fees	RIADB492	1	5.f.
g. Not applicable			5.g.
h. Not applicable			5.h.
i. Net gains (losses) on sales of loans and leases	RIAD5416	0	5.i.
j. Net gains (losses) on sales of other real estate owned	RIAD5415	0	5.j.
k. Net gains (losses) on sales of other assets[3]	RIADB496	0	5.k.
l. Other noninterest income[*]	RIADB497	725	5.l.
m. Total noninterest income (sum of items 5.a through 5.l)	RIAD4079	1,507	5.m.
6. Not available			6.
a. Realized gains (losses) on held-to-maturity securities	RIAD3521	0	6.a.
b. Realized gains (losses) on available-for-sale debt securities	RIAD3196	0	6.b.
7. Noninterest expense:			7.
a. Salaries and employee benefits	RIAD4135	3,647	7.a.
b. Expenses of premises and fixed assets (net of rental income) (excluding salaries and employee benefits and mortgage interest)	RIAD4217	863	7.b.
c. Not available			7.c.
1. Goodwill impairment losses	RIADC216	0	7.c.1.
2. Amortization expense and impairment losses for other intangible assets	RIADC232	0	7.c.2.
d. Other noninterest expense[*]	RIAD4092	2,362	7.d.
e. Total noninterest expense (sum of items 7.a through 7.d)	RIAD4093	6,872	7.e.
8. Not available			8.
a. Income (loss) before change in net unrealized holding gains (losses) on equity securities not held for trading, applicable income taxes, and discontinued operations (item 3 plus or minus items 4, 5.m, 6.a, 6.b, and 7.e)	RIADHT69	3,658	8.a.
b. Change in net unrealized holding gains (losses) on equity securities not held for trading[4]	RIADHT70	0	8.b.
c. Income (loss) before applicable income taxes and discontinued operations (sum of items 8.a and 8.b)	RIAD4301	3,658	8.c.
9. Applicable income taxes (on item 8.c)	RIAD4302	841	9.
10. Income (loss) before discontinued operations (item 8.c minus item 9)	RIAD4300	2,817	10.
11. Discontinued operations, net of applicable income taxes[*]	RIADFT28	0	11.
12. Net income (loss) attributable to bank and noncontrolling (minority) interests (sum of items 10 and 11)	RIADG104	2,817	12.
13. LESS: Net income (loss) attributable to noncontrolling (minority) interests (if net income, report as a positive value; if net loss, report as a negative value)	RIADG103	0	13.
14. Net income (loss) attributable to bank (item 12 minus item 13)	RIAD4340	2,817	14.
1. Not applicable			M.1.
2. Not applicable			M.2.
3. Income on tax-exempt loans and leases to states and political subdivisions in the U.S. (included in Schedule RI, items 1.a and 1.b)	RIAD4313	62	M.3.
4. Income on tax-exempt securities issued by states and political subdivisions in the U.S. (included in Schedule RI, item 1.d.(3))	RIAD4507	0	M.4.
5. Number of full-time equivalent employees at end of current period (round to nearest whole number)	RIAD4150	125	M.5.
Memorandum item 6 is to be completed by: ** banks with $300 million or more in total assets, and* ** banks with less than $300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, Part I, item 3) exceeding 5 percent of total loans* 6. Interest and fee income on loans to finance agricultural production and other loans to farmers (included in Schedule RI, item 1.a.(5))[1]	RIAD4024	266	M.6.
7. If the reporting institution has applied pushdown accounting this calendar year, report the date of the institution's acquisition (see instructions)[2]	RIAD9106	00000000	M.7.
8. Not applicable			M.8.

3. Exclude net gains (losses) on sales of trading assets and held-to-maturity and available-for-sale debt securities.
*. Describe on Schedule RI-E - Explanations.
*. Describe on Schedule RI-E - Explanations.
4. Item 8.b is to be completed by all institutions. See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.
*. Describe on Schedule RI-E - Explanations.
1. The $300 million asset-size test and the 5 percent of total loans test are based on the total assets and total loans reported in the June 30, 2025, Report of Condition.
2. Report the date in YYYYMMDD format. For example, a bank acquired on March 1, 2025, would report 20250301.

Dollar amounts in thousands			
9. Not applicable			M.9.
10. Not applicable			M.10.
11. Does the reporting bank have a Subchapter S election in effect for federal income tax purposes for the current tax year?	RIADA530	No	M.11.
12. Not applicable			M.12.
13. Not applicable			M.13.
14. Not applicable			M.14.
Memorandum item 15 is to be completed annually in the December report only by institutions with $1 billion or more in total assets1 that answered "Yes" to Schedule RC-E, Memorandum item 5. 15. Components of service charges on deposit accounts (sum of Memorandum items 15.a through 15.d must equal Schedule RI, item 5.b):[1]			M.15.
a. Consumer overdraft-related service charges levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use	RIADH032	NR	M.15.a.
b. Consumer account periodic maintenance charges levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use	RIADH033	NR	M.15.b.
c. Consumer customer automated teller machine (ATM) fees levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use	RIADH034	NR	M.15.c.
d. All other service charges on deposit accounts	RIADH035	NR	M.15.d.

Schedule RI-A - Changes in Bank Equity Capital(Form Type - 051)

Dollar amounts in thousands			
1. Total bank equity capital most recently reported for the December 31, 2025, Reports of Condition and Income (i.e., after adjustments from amended Reports of Income)	RIAD3217	115,083	1.
2. Cumulative effect of changes in accounting principles and corrections of material accounting errors*	RIADB507	0	2.
3. Balance end of previous calendar year as restated (sum of items 1 and 2)	RIADB508	115,083	3.
4. Net income (loss) attributable to bank (must equal Schedule RI, item 14)	RIAD4340	2,817	4.
5. Sale, conversion, acquisition, or retirement of capital stock, net (excluding treasury stock transactions)	RIADB509	0	5.
6. Treasury stock transactions, net	RIADB510	0	6.
7. Changes incident to business combinations, net	RIAD4356	0	7.
8. LESS: Cash dividends declared on preferred stock	RIAD4470	0	8.
9. LESS: Cash dividends declared on common stock	RIAD4460	0	9.
10. Other comprehensive income[1]	RIADB511	-95	10.
11. Other transactions with stockholders (including a parent holding company) (not included in items 5, 6, 8, or 9 above)*	RIAD4415	0	11.
12. Total bank equity capital end of current period (sum of items 3 through 11) (must equal Schedule RC, item 27.a)	RIAD3210	117,805	12.

1. The asset-size tests and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2025, Report of Condition.
*. Describe on Schedule RI-E - Explanations.
1. Includes, but is not limited to, changes in net unrealized holding gains (losses) on available-for-sale debt securities, changes in accumulated net gains (losses) on cash flow hedges, and pension and other postretirement plan-related changes other than net periodic benefit cost.
*. Describe on Schedule RI-E - Explanations.

Schedule RI-B Part I - Charge-offs and Recoveries on Loans and Leases(Form Type - 051)

Part I includes charge-offs and recoveries through the allocated transfer risk reserve.

Dollar amounts in thousands	(Column A) Charge-offs Calendar year-to-date		(Column B) Recoveries Calendar year-to-date		
1. Loans secured by real estate:					1.
a. Construction, land development, and other land loans:					1.a.
1. 1-4 family residential construction loans	RIADC891	0	RIADC892	0	1.a.1.
2. Other construction loans and all land development and other land loans	RIADC893	0	RIADC894	0	1.a.2.
b. Secured by farmland	RIAD3584	0	RIAD3585	0	1.b.
c. Secured by 1-4 family residential properties:					1.c.
1. Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit	RIAD5411	0	RIAD5412	0	1.c.1.
2. Closed-end loans secured by 1-4 family residential properties:					1.c.2.
a. Secured by first liens	RIADC234	0	RIADC217	0	1.c.2.a.
b. Secured by junior liens	RIADC235	0	RIADC218	0	1.c.2.b.
d. Secured by multifamily (5 or more) residential properties	RIAD3588	0	RIAD3589	0	1.d.
e. Secured by nonfarm nonresidential properties:					1.e.
1. Loans secured by owner-occupied nonfarm nonresidential properties	RIADC895	0	RIADC896	0	1.e.1.
2. Loans secured by other nonfarm nonresidential properties	RIADC897	0	RIADC898	0	1.e.2.
2. Not applicable					2.
3. Not applicable					3.
4. Commercial and industrial loans	RIAD4638	2,010	RIAD4608	1	4.
5. Loans to individuals for household, family, and other personal expenditures:					5.
a. Credit cards	RIADB514	0	RIADB515	0	5.a.
b. Automobile loans	RIADK129	0	RIADK133	0	5.b.
c. Other (includes revolving credit plans other than credit cards and other consumer loans)	RIADK205	51	RIADK206	4	5.c.
6. Not applicable					6.
7. All other loans[2]	RIAD4644	4	RIAD4628	5	7.
8. Lease financing receivables	RIAD4266	0	RIAD4267	0	8.
9. Total (sum of items 1 through 8)	RIAD4635	2,065	RIAD4605	10	9.
1. Loans to finance commercial real estate, construction, and land development activities (not secured by real estate) included in Schedule RI-B, Part I, items 4 and 7, above	RIAD5409	0	RIAD5410	0	M.1.
2. Not applicable					M.2.
Memorandum item 3 are to be completed by: ** banks with $300 million or more in total assets, and* ** banks with less than $300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, Part I, item 3) exceeding 5 percent of total loans* 3. Loans to finance agricultural production and other loans to farmers (included in Schedule RI-B, Part I, item 7, above)[2]	RIAD4655	0	RIAD4665	0	M.3.

2. Includes charge-offs and recoveries on "Loans to depository institutions and acceptances of other banks," "Loans to finance agricultural production and other loans to farmers," "Obligations (other than securities and leases) of states and political subdivisions in the U.S.," and "Loans to nondepository financial institutions and other loans."

2. The $300 million asset-size test and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2025, Report of Condition.

Schedule RI-B Part II - Changes in Allowances for Credit Losses(Form Type - 051)

Dollar amounts in thousands	(Column A) Loans and Leases Held for Investment		(Column B) Held-to-maturity Debt Securities		(Column C) Available-for-sale Debt Securities		
1. Balance most recently reported for the December 31, 2025, Reports of Condition and Income (i.e., after adjustments from amended Reports of Income)........	RIADB522	**10,318**	RIADJH88	**0**	RIADJH94	**0**	1.
2. Recoveries (column A must equal Part I, item 9, column B, above).............	RIAD4605	**10**	RIADJH89	**0**	RIADJH95	**0**	2.
3. LESS: Charge-offs (column A must equal Part I, item 9, column A, above less Schedule RI-B, Part II, item 4, column A)........	RIADC079	**2,065**	RIADJH92	**0**	RIADJH98	**0**	3.
4. LESS: Write-downs arising from transfers of financial assets......................	RIAD5523	**0**	RIADJJ00	**0**	RIADJJ01	**0**	4.
5. Provisions for credit losses[1]........	RIAD4230	**372**	RIADJH90	**0**	RIADJH96	**0**	5.
6. Adjustments (see instructions for this schedule)[*]........	RIADC233	**0**	RIADJH91	**0**	RIADJH97	**0**	6.
7. Balance end of current period (sum of items 1, 2, 5, and 6, less items 3 and 4) (column A must equal Schedule RC, item 4.c)........	RIAD3123	**8,635**	RIADJH93	**0**	RIADJH99	**0**	7.

Dollar amounts in thousands			
1. Not applicable			M.1.
2. Not applicable			M.2.
3. Not applicable			M.3.
4. Not applicable			M.4.
5. Provisions for credit losses on other financial assets measured at amortized cost (not included in item 5, above).....	RIADJJ02	**0**	M.5.
6. Allowance for credit losses on other financial assets measured at amortized cost (not included in item 7, above).....	RCONJJ03	**0**	M.6.
7. Provisions for credit losses on off-balance-sheet credit exposures........	RIADMG93	**13**	M.7.

1. The sum of item 5, columns A through C, plus Schedule RI-B, Part II, Memorandum items 5 and 7, below, must equal Schedule RI, item 4.

*. Describe on Schedule RI-E - Explanations.

Schedule RI-C - Disaggregated Data on the Allowances for Credit Losses(Form Type - 051)

Items 1 through 6 are to be completed semiannually in the June and December reports only by institutions with $1 billion or more in total assets. The $1 billion asset size test is based on the total assets reported on the June 30, 2023, Report of Condition.

Dollar amounts in thousands	(Column A) Amortized Cost		(Column B) Allowance Balance		
1. Real estate loans:					1.
a. Construction loans	RCONJJ04	NR	RCONJJ12	NR	1.a.
b. Commercial real estate loans	RCONJJ05	NR	RCONJJ13	NR	1.b.
c. Residential real estate loans	RCONJJ06	NR	RCONJJ14	NR	1.c.
2. Commercial loans[2]	RCONJJ07	NR	RCONJJ15	NR	2.
3. Credit cards	RCONJJ08	NR	RCONJJ16	NR	3.
4. Other consumer loans	RCONJJ09	NR	RCONJJ17	NR	4.
5. Unallocated, if any			RCONJJ18	NR	5.
6. Total (sum of items 1.a through 5)[3]	RCONJJ11	NR	RCONJJ19	NR	6.

Dollar amounts in thousands			
Items 7 through 11 are to be completed semiannually in the June and December reports only by institutions with $l billion or more in total assets. 7. Securities issued by states and political subdivisions in the U.S.	RCONJJ20	NR	7.
8. Mortgage-backed securities (MBS) (including CMOs, REMICs, and stripped MBS)	RCONJJ21	NR	8.
9. Asset-backed securities and structured financial products	RCONJJ23	NR	9.
10. Other debt securities	RCONJJ24	NR	10.
11. Total (sum of items 7 through 10)[4]	RCONJJ25	NR	11.

2. Include all loans and leases not reported as real estate loans, credit cards, or other consumer loans in items 1, 3, or 4 of Schedule RI-C.
3. Item 6, column B, must equal Schedule RC, item 4.c.
4. Item 11 must equal Schedule RI-B, Part II, item 7, column B.

Schedule RI-E - Explanations (Form Type - 051)

Schedule RI-E is to be completed each quarter on a calendar year-to-date basis, unless otherwise noted.

Detail all adjustments in Schedule RI-A and RI-B, all extraordinary items and other adjustments in Schedule RI, and all significant items of other noninterest income and other noninterest expense in Schedule RI. (See instructions for details.)

Items 1.a through 1.j and 2.a through 2.p are to be completed annually on a calendar year-to-date basis in the December report only.

Dollar amounts in thousands			
1. Other noninterest income (from Schedule RI, item 5.l) Itemize and describe amounts greater than $100,000 that exceed 7 percent of Schedule RI, item 5.l:			1.
a. Income and fees from the printing and sale of checks	RIADC013	NR	1.a.
b. Earnings on/increase in value of cash surrender value of life insurance	RIADC014	NR	1.b.
c. Income and fees from automated teller machines (ATMs)	RIADC016	NR	1.c.
d. Rent and other income from other real estate owned	RIAD4042	NR	1.d.
e. Safe deposit box rent	RIADC015	NR	1.e.
f. Bank card and credit card interchange fees	RIADF555	NR	1.f.
g. Income and fees from wire transfers	RIADT047	NR	1.g.
h. Disclose component and the dollar amount of that component:			1.h.
(TEXT4461) NR	RIAD4461	NR	1.h.1.
i. Disclose component and the dollar amount of that component:			1.i.
(TEXT4462) NR	RIAD4462	NR	1.i.1.
j. Disclose component and the dollar amount of that component:			1.j.
(TEXT4463) NR	RIAD4463	NR	1.j.1.
2. Other noninterest expense (from Schedule RI, item 7.d) Itemize and describe amounts greater than $100,000 that exceed 7 percent of Schedule RI, item 7.d:			2.
a. Data processing expenses	RIADC017	NR	2.a.
b. Advertising and marketing expenses	RIAD0497	NR	2.b.
c. Directors' fees	RIAD4136	NR	2.c.
d. Printing, stationery, and supplies	RIADC018	NR	2.d.
e. Postage	RIAD8403	NR	2.e.
f. Legal fees and expenses	RIAD4141	NR	2.f.
g. FDIC deposit insurance assessments	RIAD4146	CONF	2.g.
h. Accounting and auditing expenses	RIADF556	NR	2.h.
i. Consulting and advisory expenses	RIADF557	NR	2.i.
j. Automated teller machine (ATM) and interchange expenses	RIADF558	NR	2.j.
k. Telecommunications expenses	RIADF559	NR	2.k.
l. Other real estate owned expenses	RIADY923	NR	2.l.
m. Insurance expenses (not included in employee expenses, premises and fixed asset expenses, and other real estate owned expenses)	RIADY924	NR	2.m.
n. Disclose component and the dollar amount of that component:			2.n.
(TEXT4464) NR	RIAD4464	NR	2.n.1.
o. Disclose component and the dollar amount of that component:			2.o.
(TEXT4467) NR	RIAD4467	NR	2.o.1.
p. Disclose component and the dollar amount of that component:			2.p.
(TEXT4468) NR	RIAD4468	NR	2.p.1.
3. Discontinued operations and applicable income tax effect (from Schedule RI, item 11) (itemize and describe each discontinued operation):			3.
a. Disclose component, the gross dollar amount of that component, and its related income tax:			3.a.
(TEXTFT29) NR	RIADFT29	0	3.a.1.
3. Applicable income tax effect	RIADFT30	0	3.a.3.
b. Disclose component, the gross dollar amount of that component, and its related income tax:			3.b.
(TEXTFT31) NR	RIADFT31	0	3.b.1.
3. Applicable income tax effect	RIADFT32	0	3.b.3.
4. Cumulative effect of changes in accounting principles and corrections of material accounting errors (from Schedule RI-A, item 2) (itemize and describe all such effects):			4.
a. Disclose component and the dollar amount of that component:			4.a.

Dollar amounts in thousands			
(TEXTB526) NR	RIADB526	0	4.a.1.
b. Disclose component and the dollar amount of that component:			4.b.
(TEXTB527) NR	RIADB527	0	4.b.1.
5. Other transactions with stockholders (including a parent holding company) (from Schedule RI-A, item 11) (itemize and describe all such transactions):			5.
a. Disclose component and the dollar amount of that component:			5.a.
(TEXT4498) NR	RIAD4498	0	5.a.1.
b. Disclose component and the dollar amount of that component:			5.b.
(TEXT4499) NR	RIAD4499	0	5.b.1.
6. Adjustments to allowances for credit losses (from Schedule RI-B, Part II, item 6) (itemize and describe all adjustments):			6.
a. Initial allowances for credit losses recognized upon the acquisition of purchased credit-deteriorated assets[1].....	RIADJJ27	0	6.a.
b. Disclose component and the dollar amount of that component:			6.b.
(TEXT4521) NR	RIAD4521	0	6.b.1.
c. Disclose component and the dollar amount of that component:			6.c.
(TEXT4522) NR	RIAD4522	0	6.c.1.
7. Other explanations (the space below is provided for the bank to briefly describe, at its option, any other significant items affecting the Report of Income):			7.
a. Comments?........	RIAD4769	No	7.a.
b. Other explanations (please type or print clearly; 750 character limit):........	TEXT4769	NR	7.b.

1. Institutions should report initial allowances for credit losses recognized upon the acquisition of purchased credit-deteriorated assets.

Schedule RC - Balance Sheet(Form Type - 051)

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Dollar amounts in thousands			
1. Cash and balances due from depository institutions:			1.
a. Noninterest-bearing balances and currency and coin[1]	RCON0081	13,762	1.a.
b. Interest-bearing balances[2]	RCON0071	165,463	1.b.
2. Securities:			2.
a. Held-to-maturity securities (from Schedule RC-B, column A)[3]	RCONJJ34	0	2.a.
b. Available-for-sale debt securities (from Schedule RC-B, column D)	RCON1773	111,054	2.b.
c. Equity securities with readily determinable fair values not held for trading[4]	RCONJA22	0	2.c.
3. Federal funds sold and securities purchased under agreements to resell:			3.
a. Federal funds sold	RCONB987	0	3.a.
b. Securities purchased under agreements to resell[5]	RCONB989	0	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			4.
a. Loans and leases held for sale	RCON5369	0	4.a.
b. Loans and leases held for investment	RCONB528	734,622	4.b.
c. LESS: Allowance for credit losses on loans and leases	RCON3123	8,635	4.c.
d. Loans and leases held for investment, net of allowance (item 4.b minus 4.c)	RCONB529	725,987	4.d.
5. Trading assets	RCON3545	0	5.
6. Premises and fixed assets (including right-of-use assets)	RCON2145	10,476	6.
7. Other real estate owned (from Schedule RC-M)	RCON2150	0	7.
8. Investments in unconsolidated subsidiaries and associated companies	RCON2130	0	8.
9. Direct and indirect investments in real estate ventures	RCON3656	0	9.
10. Intangible assets (from Schedule RC-M)	RCON2143	0	10.
11. Other assets (from Schedule RC-F)[6]	RCON2160	34,676	11.
12. Total assets (sum of items 1 through 11)	RCON2170	1,061,418	12.
13. Deposits:			13.
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E)	RCON2200	938,240	13.a.
1. Noninterest-bearing[7]	RCON6631	174,710	13.a.1.
2. Interest-bearing	RCON6636	763,530	13.a.2.
b. Not applicable			13.b.
14. Federal funds purchased and securities sold under agreements to repurchase:			14.
a. Federal funds purchased[8]	RCONB993	0	14.a.
b. Securities sold under agreements to repurchase[9]	RCONB995	0	14.b.
15. Trading liabilities	RCON3548	0	15.
16. Other borrowed money (includes mortgage indebtedness) (from Schedule RC-M)	RCON3190	654	16.
17. Not applicable			17.
18. Not applicable			18.
19. Subordinated notes and debentures[10]	RCON3200	0	19.
20. Other liabilities (from Schedule RC-G)	RCON2930	4,719	20.
21. Total liabilities (sum of items 13 through 20)	RCON2948	943,613	21.
22. Not applicable			22.

1. Includes cash items in process of collection and unposted debits.
2. Includes time certificates of deposit not held for trading.
3. Institutions should report in item 2.a amounts net of any applicable allowance for credit losses, and item 2.a should equal Schedule RC-B, item 8, column A, less Schedule RI-B, Part II, item 7, column B.
4. Item 2.c is to be completed by all institutions. See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.
5. Includes all securities resale agreements, regardless of maturity.
6. Institutions should report in items 3.b and 11 amounts net of any applicable allowance for credit losses.
7. Includes noninterest-bearing demand, time, and savings deposits.
8. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
9. Includes all securities repurchase agreements, regardless of maturity.
10. Includes limited-life preferred stock and related surplus.

Dollar amounts in thousands			
23. Perpetual preferred stock and related surplus	RCON3838	0	23.
24. Common stock	RCON3230	1,500	24.
25. Surplus (exclude all surplus related to preferred stock)	RCON3839	58,722	25.
26. Not available			26.
a. Retained earnings	RCON3632	62,671	26.a.
b. Accumulated other comprehensive income[1]	RCONB530	-5,088	26.b.
c. Other equity capital components[2]	RCONA130	0	26.c.
27. Not available			27.
a. Total bank equity capital (sum of items 23 through 26.c)	RCON3210	117,805	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries	RCON3000	0	27.b.
28. Total equity capital (sum of items 27.a and 27.b)	RCONG105	117,805	28.
29. Total liabilities and equity capital (sum of items 21 and 28)	RCON3300	1,061,418	29.
To be reported with the March Report of Condition. *1a = An integrated audit of the reporting institution's financial statements and its internal control over financial reporting conducted in accordance with the standards of the American Institute of Certified Public Accountants (AICPA) or the Public Company Accounting Oversight Board (PCAOB) by an independent public accountant that submits a report on the institution.* *1b = An audit of the reporting institution's financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the institution.* *2a = An integrated audit of the reporting institution's parent holding company's consolidated financial statements and its internal control over financial reporting conducted in accordance with the standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately).* *2b = An audit of the reporting institution's parent holding company's consolidated financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately).* *3 = This number is not to be used.* *4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state-chartering authority)* *5 = Directors' examination of the bank performed by other external auditors (may be required by state-chartering authority)* *6 = Review of the bank's financial statements by external auditors* *7 = Compilation of the bank's financial statements by external auditors* *8 = Other audit procedures (excluding tax preparation work)* *9 = No external audit work* 1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2025	RCON6724	2b	M.1.
To be reported with the March Report of Condition. 2. Bank's fiscal year-end date (report the date in MMDD format)	RCON8678	1231	M.2.

1. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.
2. Includes treasury stock and unearned Employee Stock Ownership Plan shares.

Schedule RC-B - Securities(Form Type - 051)

Exclude assets held for trading.

Dollar amounts in thousands	(Column A) Held-to-maturity Amortized Cost		(Column B) Held-to-maturity Fair Value		(Column C) Available-for-sale Amortized Cost		(Column D) Available-for-sale Fair Value		
1. U.S. Treasury securities	RCON0211	0	RCON0213	0	RCON1286	10,963	RCON1287	10,607	1.
2. U.S. Government agency and sponsored agency obligations (exclude mortgage-backed securities)[1]	RCONHT50	0	RCONHT51	0	RCONHT52	6,719	RCONHT53	6,314	2.
3. Securities issued by states and political subdivisions in the U.S.	RCON8496	0	RCON8497	0	RCON8498	8,037	RCON8499	7,274	3.
4. Mortgage-backed securities (MBS):									4.
a. Residential mortgage pass-through securities:									4.a.
1. Issued or guaranteed by FNMA, FHLMC, or GNMA	RCONHT54	0	RCONHT55	0	RCONHT56	16,971	RCONHT57	14,580	4.a.1.
2. Other pass-through securities	RCONG308	0	RCONG309	0	RCONG310	0	RCONG311	0	4.a.2.
b. Other residential mortgage-backed securities (include CMOs, REMICs, and stripped MBS):									4.b.
1. Issued or guaranteed by U.S. Government agencies or sponsored agencies[1]	RCONG312	0	RCONG313	0	RCONG314	44,448	RCONG315	41,181	4.b.1.
2. Collateralized by MBS issued or guaranteed by U.S. Government agencies or sponsored agencies[1]	RCONG316	0	RCONG317	0	RCONG318	0	RCONG319	0	4.b.2.
3. All other residential MBS	RCONG320	0	RCONG321	0	RCONG322	0	RCONG323	0	4.b.3.
c. Commercial MBS:									4.c.
1. Commercial mortgage pass-through securities:									4.c.1.
a. Issued or guaranteed by FNMA, FHLMC, or GNMA	RCONK142	0	RCONK143	0	RCONK144	0	RCONK145	0	4.c.1.a.
b. Other pass-through securities	RCONK146	0	RCONK147	0	RCONK148	0	RCONK149	0	4.c.1.b.
2. Other commercial MBS:									4.c.2.
a. Issued or guaranteed by U.S. Government agencies or sponsored agencies[1]	RCONK150	0	RCONK151	0	RCONK152	3,277	RCONK153	2,920	4.c.2.a.
b. All other commercial MBS	RCONK154	0	RCONK155	0	RCONK156	16,401	RCONK157	15,382	4.c.2.b.
5. Asset-backed securities and structured financial products:									5.
a. Asset-backed securities (ABS)	RCONC026	0	RCONC988	0	RCONC989	0	RCONC027	0	5.a.
b. Structured financial products	RCONHT58	0	RCONHT59	0	RCONHT60	13,065	RCONHT61	12,796	5.b.
6. Other debt securities:									6.
a. Other domestic debt securities	RCON1737	0	RCON1738	0	RCON1739	0	RCON1741	0	6.a.
b. Other foreign debt securities	RCON1742	0	RCON1743	0	RCON1744	0	RCON1746	0	6.b.
7. Unallocated portfolio layer fair value hedge basis adjustments					RCONMG95	NR			7.
8. Total (sum of items 1 through 7)[2]	RCON1754	0	RCON1771	0	RCON1772	119,881	RCON1773	111,054	8.

Dollar amounts in thousands			
1. Pledged securities[1]	RCON0416	30,092	M.1.
2. Maturity and repricing data for debt securities (excluding those in nonaccrual status):[1]			M.2.
a. Securities issued by the U.S. Treasury, U.S. Government agencies, and states and political subdivisions in the U.S.; other non-mortgage debt securities; and mortgage pass-through securities other than those backed by closed-end first lien 1-4 family residential mortgages with a remaining maturity or next repricing date of:[2]			M.2.a.
1. Three months or less	RCONA549	6,314	M.2.a.1.
2. Over three months through 12 months	RCONA550	5,913	M.2.a.2.
3. Over one year through three years	RCONA551	17,490	M.2.a.3.
4. Over three years through five years	RCONA552	0	M.2.a.4.
5. Over five years through 15 years	RCONA553	7,274	M.2.a.5.
6. Over 15 years	RCONA554	0	M.2.a.6.
b. Mortgage pass-through securities backed by closed-end first lien 1-4 family residential mortgages with a remaining maturity or next repricing date of:[2]			M.2.b.
1. Three months or less	RCONA555	0	M.2.b.1.
2. Over three months through 12 months	RCONA556	0	M.2.b.2.
3. Over one year through three years	RCONA557	0	M.2.b.3.
4. Over three years through five years	RCONA558	0	M.2.b.4.
5. Over five years through 15 years	RCONA559	924	M.2.b.5.
6. Over 15 years	RCONA560	13,656	M.2.b.6.
c. Other mortgage-backed securities (include CMOs, REMICs, and stripped MBS; exclude mortgage pass-through securities) with an expected average life of:[5]			M.2.c.
1. Three years or less	RCONA561	17,942	M.2.c.1.
2. Over three years	RCONA562	41,541	M.2.c.2.
d. Debt securities with a REMAINING MATURITY of one year or less (included in Memorandum items 2.a through 2.c above)	RCONA248	5,913	M.2.d.
Memorandum item 3 is to be completed semiannually in the June and December reports only. 3. Amortized cost of held-to-maturity securities sold or transferred to available-for-sale or trading securities during the calendar year-to-date (report the amortized cost at date of sale or transfer)	RCON1778	NR	M.3.
4. Structured notes (included in the held-to-maturity and available-for-sale accounts in Schedule RC-B, items 2, 3, 5, and 6):			M.4.
a. Amortized cost	RCON8782	0	M.4.a.
b. Fair value	RCON8783	0	M.4.b.
5. Not applicable			M.5.
6. Not applicable			M.6.

Dollar amounts in thousands	(Column A) Held-to-maturity Amortized Cost		(Column B) Held-to-maturity Fair Value		(Column C) Available-for-sale Amortized Cost		(Column D) Available-for-sale Fair Value		
7. Guaranteed by U.S. Government agencies or sponsored agencies included in Schedule RC-B, item 5.b	RCONPU98	0	RCONPU99	0	RCONPV00	0	RCONPV01	0	M.7.

1. Includes Small Business Administration "Guaranteed Loan Pool Certificates"; U.S. Maritime Administration obligations; Export-Import Bank participation certificates; and obligations (other than mortgage-backed securities) issued by the Farm Credit System, the Federal Home Loan Bank System, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Financing Corporation, Resolution Funding Corporation, the Student Loan Marketing Association, and the Tennessee Valley Authority.
1. U.S. Government agencies include, but are not limited to, such agencies as the Government National Mortgage Association (GNMA), the Federal Deposit Insurance Corporation (FDIC), and the National Credit Union Administration (NCUA). U.S. Government-sponsored agencies include, but are not limited to, such agencies as the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA).
1. U.S. Government agencies include, but are not limited to, such agencies as the Government National Mortgage Association (GNMA), the Federal Deposit Insurance Corporation (FDIC), and the National Credit Union Administration (NCUA). U.S. Government-sponsored agencies include, but are not limited to, such agencies as the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA).
2. The total reported in column A must equal Schedule RC, item 2.a, plus Schedule RI-B, Part II, item 7, column B. The total reported in column D must equal Schedule RC, item 2.b.
1. Includes held-to-maturity securities at amortized cost, available-for-sale debt securities at fair value, and equity securities with readily determinable fair values not held for trading (reported in Schedule RC, item 2.c) at fair value.
1. Includes held-to-maturity securities at amortized cost, available-for-sale debt securities at fair value, and equity securities with readily determinable fair values not held for trading (reported in Schedule RC, item 2.c) at fair value.
2. Report fixed-rate debt securities by remaining maturity and floating-rate debt securities by next repricing date.
2. Report fixed-rate debt securities by remaining maturity and floating-rate debt securities by next repricing date.
5. Sum of Memorandum items 2.c.(1) and 2.c.(2) plus any nonaccrual "Other mortgage-backed securities" included in Schedule RC-N, item 10, column C, must equal Schedule RC-B, sum of items 4.b and 4.c.(2), columns A and D.

Schedule RC-C Part I - Loans and Leases(Form Type - 051)

Do not deduct the allowance for credit losses on loans and leases or the allocated transfer risk reserve from amounts reported in this schedule. Report (1) loans and leases held for sale at the lower of cost or fair value, (2) loans and leases held for investment, net of unearned income, and (3) loans and leases accounted for at fair value under a fair value option. Exclude assets held for trading and commercial paper.

Dollar amounts in thousands			
1. Loans secured by real estate:			1.
a. Construction, land development, and other land loans:			1.a.
1. 1-4 family residential construction loans	RCONF158	**5,938**	1.a.1.
2. Other construction loans and all land development and other land loans	RCONF159	**23,845**	1.a.2.
b. Secured by farmland (including farm residential and other improvements)	RCON1420	**25,358**	1.b.
c. Secured by 1-4 family residential properties:			1.c.
1. Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit.	RCON1797	**18,356**	1.c.1.
2. Closed-end loans secured by 1-4 family residential properties:			1.c.2.
a. Secured by first liens	RCON5367	**30,273**	1.c.2.a.
b. Secured by junior liens	RCON5368	**10,762**	1.c.2.b.
d. Secured by multifamily (5 or more) residential properties	RCON1460	**36,200**	1.d.
e. Secured by nonfarm nonresidential properties:			1.e.
1. Loans secured by owner-occupied nonfarm nonresidential properties	RCONF160	**146,305**	1.e.1.
2. Loans secured by other nonfarm nonresidential properties	RCONF161	**222,952**	1.e.2.
2. Loans to depository institutions and acceptances of other banks	RCON1288	**0**	2.
3. Loans to finance agricultural production and other loans to farmers	RCON1590	**14,041**	3.
4. Commercial and industrial loans	RCON1766	**138,206**	4.
5. Not applicable			5.
6. Loans to individuals for household, family, and other personal expenditures (i.e., consumer loans) (includes purchased paper):			6.
a. Credit cards	RCONB538	**0**	6.a.
b. Other revolving credit plans	RCONB539	**540**	6.b.
c. Automobile loans	RCONK137	**2,512**	6.c.
d. Other consumer loans (includes single payment and installment, loans other than automobile loans, and all student loans)	RCONK207	**53,749**	6.d.
7. Not applicable			7.
8. Obligations (other than securities and leases) of states and political subdivisions in the U.S.	RCON2107	**5,585**	8.
9. Loans to nondepository financial institutions and other loans:			9.
a. Loans to nondepository financial institutions	RCONJ454	**0**	9.a.
b. Other loans	RCONJ464	**0**	9.b.
10. Lease financing receivables (net of unearned income)	RCON2165	**0**	10.
11. LESS: Any unearned income on loans reflected in items 1-9 above	RCON2123	**0**	11.
12. Total loans and leases held for investment and held for sale (sum of items 1 through 10 minus item 11) (must equal Schedule RC, sum of items 4.a and 4.b)	RCON2122	**734,622**	12.

Dollar amounts in thousands

Memorandum items 1.a.(1) through 1.f.(5) are to be completed semiannually in the June and December reports only. Memorandum item 1.g is to be completed quarterly. 1. Loan modifications to borrowers experiencing financial difficulty that are in compliance with their modified terms (included in Schedule RC-C, Part I, and not reported as past due or nonaccrual in Schedule RC-N, Memorandum item 1):			M.1.
a. Construction, land development, and other land loans:			M.1.a.
1. 1-4 family residential construction loans	RCONK158	NR	M.1.a.1.
2. Other construction loans and all land development and other land loans	RCONK159	NR	M.1.a.2.
b. Loans secured by 1-4 family residential properties	RCONF576	NR	M.1.b.
c. Secured by multifamily (5 or more) residential properties	RCONK160	NR	M.1.c.
d. Secured by nonfarm nonresidential properties:			M.1.d.
1. Loans secured by owner-occupied nonfarm nonresidential properties	RCONK161	NR	M.1.d.1.
2. Loans secured by other nonfarm nonresidential properties	RCONK162	NR	M.1.d.2.
e. Commercial and industrial loans	RCONK256	NR	M.1.e.
f. All other loans (include loans to individuals for household, family, and other personal expenditures)	RCONK165	NR	M.1.f.
1. Loans secured by farmland	RCONK166	NR	M.1.f.1.
2. Not applicable			M.1.f.2.
3. Not applicable			M.1.f.3.
4. Loans to individuals for household, family, and other personal expenditures:			M.1.f.4.
a. Credit cards	RCONK098	NR	M.1.f.4.a.
b. Automobile loans	RCONK203	NR	M.1.f.4.b.
c. Other (includes revolving credit plans other than credit cards and other consumer loans)	RCONK204	NR	M.1.f.4.c.
Memorandum item 1.f.(5) is to be completed by: ** Banks with $300 million or more in total assets* ** Banks with less than $300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, Part I, item 3) exceeding 5 percent of total loans* 5. Loans to finance agricultural production and other loans to farmers[1]	RCONK168	NR	M.1.f.5.
g. Total loan modifications to borrowers experiencing financial difficulty that are in compliance with their modified terms (sum of Memorandum items 1.a.(1) through 1.f)	RCONHK25	0	M.1.g.
2. Maturity and repricing data for loans and leases (excluding those in nonaccrual status):			M.2.
a. Closed-end loans secured by first liens on 1-4 family residential properties (reported in Schedule RC-C, Part I, item 1.c.(2)(a)) with a remaining maturity or next repricing date of:[1, 2]			M.2.a.
1. Three months or less	RCONA564	1,782	M.2.a.1.
2. Over three months through 12 months	RCONA565	1,972	M.2.a.2.
3. Over one year through three years	RCONA566	8,182	M.2.a.3.
4. Over three years through five years	RCONA567	11,285	M.2.a.4.
5. Over five years through 15 years	RCONA568	2,941	M.2.a.5.
6. Over 15 years	RCONA569	3,251	M.2.a.6.
b. All loans and leases (reported in Schedule RC-C, Part I, items 1 through 10, above) EXCLUDING closed-end loans secured by first liens on 1-4 family residential properties (reported in Schedule RC-C, Part I, item 1.c.(2)(a), above) with a remaining maturity or next repricing date of:[1, 3]			M.2.b.
1. Three months or less	RCONA570	139,525	M.2.b.1.
2. Over three months through 12 months	RCONA571	51,204	M.2.b.2.
3. Over one year through three years	RCONA572	158,424	M.2.b.3.
4. Over three years through five years	RCONA573	226,896	M.2.b.4.
5. Over five years through 15 years	RCONA574	120,184	M.2.b.5.
6. Over 15 years	RCONA575	2,191	M.2.b.6.
c. Loans and leases (reported in Schedule RC-C, Part I, items 1 through 10, above) with a REMAINING MATURITY of one year or less (excluding those in nonaccrual status)	RCONA247	85,761	M.2.c.

1. The $300 million asset-size test and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2025, Report of Condition.

1, 2. 1. Report fixed-rate loans and leases by remaining maturity and floating rate loans by next repricing date. 2. Sum of Memorandum items 2.a.(1) through 2.a.(6) plus total nonaccrual closed-end loans secured by first liens on 1-4 family residential properties included in Schedule RC-N, item 1.c.(2)(a), column C, must equal total closed-end loans secured by first liens on 1-4 family residential properties from Schedule RC-C, Part I, item 1.c.(2)(a).

1, 3. 1. Report fixed-rate loans and leases by remaining maturity and floating rate loans by next repricing date. 3. Sum of Memorandum items 2.b.(1) through 2.b.(6), plus total nonaccrual loans and leases from Schedule RC-N, item 9, column C, minus nonaccrual closed-end loans secured by first liens on 1-4 family residential properties included in Schedule RC-N, item 1.c.(2)(a), column C, must equal total loans and leases from Schedule RC-C, Part I, sum of items 1 through 10, minus total closed-end loans secured

Dollar amounts in thousands			
3. Loans to finance commercial real estate, construction, and land development activities (not secured by real estate) included in Schedule RC-C, Part I, items 4 and 9[4]	RCON2746	**9,490**	M.3.
Memorandum item 4 is to be completed semiannually in the June and December reports only. 4. Adjustable-rate closed-end loans secured by first liens on 1-4 family residential properties (included in Schedule RC-C, Part I, item 1.c.(2)(a))	RCON5370	**NR**	M.4.
5. Not applicable			M.5.
6. Not applicable			M.6.
7. Not applicable			M.7.
Memorandum item 8.a is to be completed semiannually in the June and December reports only. 8. Closed-end loans with negative amortization features secured by 1-4 family residential properties:			M.8.
a. Total amount of closed-end loans with negative amortization features secured by 1-4 family residential properties (included in Schedule RC-C, Part I, items 1.c.(2)(a) and 1.c.(2)(b))	RCONF230	**NR**	M.8.a.
Memorandum items 8.b and 8.c are to be completed annually in the December report only by banks that had closed-end loans with negative amortization features secured by 1-4 family residential properties (as reported in Schedule RC-C, Part I, Memorandum item 8.a) as of the previous December 31 report date that exceeded the lesser of $100 million or 5 percent of total loans and leases held for investment and held for sale (as reported in Schedule RC-C, Part I, item 12) as of the previous December 31 report date. b. Total maximum remaining amount of negative amortization contractually permitted on closed-end loans secured by 1-4 family residential properties	RCONF231	**NR**	M.8.b.
c. Total amount of negative amortization on closed-end loans secured by 1-4 family residential properties included in the amount reported in Memorandum item 8.a above	RCONF232	**NR**	M.8.c.
9. Loans secured by 1-4 family residential properties in process of foreclosure (included in Schedule RC-C, Part I, items 1.c.(1), 1.c.(2)(a), and 1.c.(2)(b))	RCONF577	**0**	M.9.
10. Not applicable			M.10.

4. Exclude loans secured by real estate that are included in Schedule RC-C, Part I, items 1.a through 1.e.

Dollar amounts in thousands			
11. Not applicable			M.11.

Dollar amounts in thousands	(Column A) Fair value of acquired loans and leases at acquisition date		(Column B) Gross contractual amounts receivable at acquisition date		(Column C) Best estimate at acquisition date of contractual cash flows not expected to be collected		
Memorandum item 12 is to be completed semiannually in the June and December reports only. 12. Loans (not considered purchased credit deteriorated) and leases held for investment that were acquired in business combinations with acquisition dates in the current calendar year	RCONGW45	**NR**	RCONGW46	**NR**	RCONGW47	**NR**	M.12.

Dollar amounts in thousands			
Memorandum item 13 is to be completed by banks that had construction, land development, and other land loans (as reported in Schedule RC-C, Part I, item 1.a) that exceeded 100 percent of the sum of tier 1 capital (as reported in Schedule RC-R, Part I, item 26) plus the allowance for loan and lease losses or the allowance for credit losses on loans and leases, as applicable (as reported in Schedule RC, item 4.c) as of December 31, 2021. 13. Construction, land development, and other land loans with interest reserves:			M.13.
a. Amount of loans that provide for the use of interest reserves (included in Schedule RC-C, Part I, item 1.a)	RCONG376	**NR**	M.13.a.
b. Amount of interest capitalized from interest reserves on construction, land development, and other land loans that is included in interest and fee income on loans during the quarter (included in Schedule RI, item 1.a.(1)(b))	RIADG377	**NR**	M.13.b.
Memorandum item 14 is to be completed by all banks. 14. Pledged loans and leases	RCONG378	**252,031**	M.14.
Memorandum item 15 is to be completed for the December report only. 15. Reverse mortgages:			M.15.
Memorandum item 15 is to be completed for the December report only. a. Reverse mortgages outstanding that are held for investment (included in Schedule RC-C, item 1.c, above)	RCONPR04	**NR**	M.15.a.
b. Estimated number of reverse mortgage loan referrals to other lenders during the year from whom compensation has been received for services performed in connection with the origination of the reverse mortgages	RCONPR05	**NR**	M.15.b.
c. Principal amount of reverse mortgage originations that have been sold during the year	RCONPR06	**NR**	M.15.c.
Memorandum item 16 is to be completed by all banks in the June and December reports only. 16. Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit that have converted to non-revolving closed-end status (included in item 1.c.(1) above)	RCONLE75	**NR**	M.16.
Amounts reported in Memorandum items 17.a and 17.b will not be made available to the public on an individual institution basis. 17. Eligible loan modifications under Section 4013, Temporary Relief from Troubled Debt Restructurings, of the 2020 Coronavirus Aid, Relief, and Economic Security Act:			M.17.
a. Number of Section 4013 loans outstanding	RCONLG24	**CONF**	M.17.a.
b. Outstanding balance of Section 4013 loans	RCONLG25	**CONF**	M.17.b.

Schedule RC-C Part II - Loans to Small Businesses and Small Farms(Form Type - 051)

Report the number and amount currently outstanding as of the report date of business loans with "original amounts" of $1,000,000 or less and farm loans with "original amounts" of $500,000 or less. The following guidelines should be used to determine the "original amount" of a loan:
(1) For loans drawn down under lines of credit or loan commitments, the "original amount" of the loan is the size of the line of credit or loan commitment when the line of credit or loan commitment was most recently approved, extended, or renewed prior to the report date. However, if the amount currentlyoutstanding as of the report date exceeds this size, the "original amount" is the amount currently outstanding on the report date. (2) For loan participations and syndications, the "original amount" of the loan participation or syndication is the entire amount of the credit originated by the lead lender. (3) For all other loans, the "original amount" is the total amount of the loan at origination or the amount currently outstanding as of the report date, whichever is larger.

Dollar amounts in thousands			
1. Indicate in the appropriate box at the right whether all or substantially all of the dollar volume of your bank's "Loans secured by nonfarm nonresidential properties" reported in Schedule RC-C, Part I, items 1.e.(1) and 1.e.(2), and all or substantially all of the dollar volume of your bank's "Commercial and industrial loans" reported in Schedule RC-C, Part I, item 4, have original amounts of $100,000 or less (If your bank has no loans outstanding in both of these two loan categories, place an "X" in the box marked "NO.")	RCON6999	**NR**	1.
If YES, complete items 2.a and 2.b below, skip items 3 and 4, and go to item 5. If NO and your bank has loans outstanding in either loan category, skip items 2.a and 2.b, complete items 3 and 4 below, and go to item 5. If NO and your bank has no loans outstanding in both loan categories, skip items 2 through 4, and go to item 5 2. Report the total number of loans currently outstanding for each of the following Schedule RC-C, Part I, loan categories:			2.
a. "Loans secured by nonfarm nonresidential properties" reported in Schedule RC-C, Part I, items 1.e.(1) and 1.e.(2) (Note: Sum of items 1.e.(1) and 1.e.(2) divided by the number of loans should NOT exceed $100,000.)	RCON5562	**NR**	2.a.
b. "Commercial and industrial loans" reported in Schedule RC-C, Part I, item 4 (Note: Item 4 divided by the number of loans should NOT exceed $100,000.)	RCON5563	**NR**	2.b.

Dollar amounts in thousands	(Column A) Number of Loans		(Column B) Amount Currently Outstanding		
3. Number and amount currently outstanding of "Loans secured by nonfarm nonresidential properties" reported in Schedule RC-C, Part I, items 1.e.(1) and 1.e.(2) (sum of items 3.a through 3.c must be less than or equal to Schedule RC-C, Part I, sum of items 1.e.(1) and 1.e.(2)):					3.
a. With original amounts of $100,000 or less	RCON5564	**NR**	RCON5565	**NR**	3.a.
b. With original amounts of more than $100,000 through $250,000	RCON5566	**NR**	RCON5567	**NR**	3.b.
c. With original amounts of more than $250,000 through $1,000,000	RCON5568	**NR**	RCON5569	**NR**	3.c.
4. Number and amount currently outstanding of "Commercial and industrial loans" reported in Schedule RC-C, Part I, item 4 (sum of items 4.a through 4.c must be less than or equal to Schedule RC-C, Part I, item 4):					4.
a. With original amounts of $100,000 or less	RCON5570	**NR**	RCON5571	**NR**	4.a.
b. With original amounts of more than $100,000 through $250,000	RCON5572	**NR**	RCON5573	**NR**	4.b.
c. With original amounts of more than $250,000 through $1,000,000	RCON5574	**NR**	RCON5575	**NR**	4.c.

Dollar amounts in thousands			
5. Indicate in the appropriate box at the right whether all or substantially all of the dollar volume of your bank's "Loans secured by farmland (including farm residential and other improvements)" reported in Schedule RC-C, Part I, item 1.b, and all or substantially all of the dollar volume of your bank's "Loans to finance agricultural production and other loans to farmers" in reported in Schedule RC-C, Part I, item 3, have original amounts of $100,000 or less (If your bank has no loans outstanding in both of these two loan categories, place an "X" in the box marked "NO.")	RCON6860	**NR**	5.
If YES, complete items 6.a and 6.b below, and do not complete items 7 and 8. If NO and your bank has loans outstanding in either loan category, skip items 6.a and 6.b and complete items 7 and 8 below. If NO and your bank has no loans outstanding in both loan categories, do not complete items 6 through 8. 6. Report the total number of loans currently outstanding for each of the following Schedule RC-C, Part I, loan categories:			6.
a. "Loans secured by farmland (including farm residential and other improvements)" reported in Schedule RC-C, Part I, item 1.b (Note: Item 1.b, divided by the number of loans should NOT exceed $100,000.)	RCON5576	**NR**	6.a.
b. "Loans to finance agricultural production and other loans to farmers" in reported in Schedule RC-C, Part I, item 3 (Note: Item 3 divided by the number of loans should NOT exceed $100,000.)	RCON5577	**NR**	6.b.

Dollar amounts in thousands	(Column A) Number of Loans		(Column B) Amount Currently Outstanding		
7. Number and amount currently outstanding of "Loans secured by farmland (including farm residential and other improvements)" reported in Schedule RC-C, Part I, item 1.b (sum of items 7.a through 7.c must be less than or equal to Schedule RC-C, Part I, item 1.b):					7.
a. With original amounts of $100,000 or less	RCON5578	NR	RCON5579	NR	7.a.
b. With original amounts of more than $100,000 through $250,000	RCON5580	NR	RCON5581	NR	7.b.
c. With original amounts of more than $250,000 through $500,000	RCON5582	NR	RCON5583	NR	7.c.
8. Number and amount currently outstanding of "Loans to finance agricultural production and other loans to farmers" reported in Schedule RC-C, Part I, item 3 (sum of items 8.a through 8.c must be less than or equal to Schedule RC-C, Part I, item 3):					8.
a. With original amounts of $100,000 or less	RCON5584	NR	RCON5585	NR	8.a.
b. With original amounts of more than $100,000 through $250,000	RCON5586	NR	RCON5587	NR	8.b.
c. With original amounts of more than $250,000 through $500,000	RCON5588	NR	RCON5589	NR	8.c.

Schedule RC-E - Deposit Liabilities(Form Type - 051)

Dollar amounts in thousands	(Column A) Transaction Accounts Total transaction accounts (including total demand deposits)		(Column B) Transaction Accounts Memo: Total demand deposits (included in column A)		(Column C) Nontransaction Accounts Total nontransaction accounts (including MMDAs)		
Deposits of:							
1. Individuals, partnerships, and corporations	RCONB549	**601,953**			RCONB550	**327,692**	1.
2. U.S. Government	RCON2202	**418**			RCON2520	**0**	2.
3. States and political subdivisions in the U.S.	RCON2203	**3,153**			RCON2530	**5,024**	3.
4. Commercial banks and other depository institutions in the U.S.	RCONB551	**0**			RCONB552	**0**	4.
5. Banks in foreign countries	RCON2213	**0**			RCON2236	**0**	5.
6. Foreign governments and official institutions (including foreign central banks)	RCON2216	**0**			RCON2377	**0**	6.
7. Total (sum of items 1 through 6) (sum of columns A and C must equal Schedule RC, item 13.a)	RCON2215	**605,524**	RCON2210	**362,018**	RCON2385	**332,716**	7.

Dollar amounts in thousands			
1. Selected components of total deposits (i.e., sum of item 7, columns A and C):			M.1.
Memorandum item 1.a is to be completed semiannually in the June and December reports only. a. Total Individual Retirement Accounts (IRAs) and Keogh Plan accounts	RCON6835	NR	M.1.a.
b. Total brokered deposits	RCON2365	91,866	M.1.b.
c. Brokered deposits of $250,000 or less (fully insured brokered deposits)[2]	RCONHK05	91,866	M.1.c.
d. Maturity data for brokered deposits:			M.1.d.
1. Brokered deposits of $250,000 or less with a remaining maturity of one year or less (included in Memorandum item 1.c above)	RCONHK06	91,866	M.1.d.1.
2. Not applicable			M.1.d.2.
3. Brokered deposits of more than $250,000 with a remaining maturity of one year or less (included in Memorandum item 1.b above)	RCONK220	0	M.1.d.3.
e. Preferred deposits (uninsured deposits of states and political subdivisions in the U.S. reported in item 3 above which are secured or collateralized as required under state law) (to be completed for the December report only).	RCON5590	NR	M.1.e.
f. Estimated amount of deposits obtained through the use of deposit listing services that are not brokered deposits	RCONK223	0	M.1.f.
g. Total reciprocal deposits (as of the report date)	RCONJH83	280,589	M.1.g.
Memorandum items 1.h.(1) through 1.h.(4) and 1.i. are to be completed semiannually in the June and December reports only. h. Sweep deposits:			M.1.h.
1. Fully insured, affiliate sweep deposits	RCONMT87	NR	M.1.h.1.
2. Not fully insured, affiliate sweep deposits	RCONMT89	NR	M.1.h.2.
3. Fully insured, non-affiliate sweep deposits	RCONMT91	NR	M.1.h.3.
4. Not fully insured, non-affiliate sweep deposits	RCONMT93	NR	M.1.h.4.
i. Total sweep deposits that are not brokered deposits	RCONMT95	NR	M.1.i.
2. Components of total nontransaction accounts (sum of Memorandum items 2.a through 2.d must equal item 7, column C above):			M.2.
a. Savings deposits:			M.2.a.
1. Money market deposit accounts (MMDAs)	RCON6810	177,810	M.2.a.1.
2. Other savings deposits (excludes MMDAs)	RCON0352	42,291	M.2.a.2.
b. Total time deposits of less than $100,000	RCON6648	33,953	M.2.b.
c. Total time deposits of $100,000 through $250,000	RCONJ473	53,128	M.2.c.
d. Total time deposits of more than $250,000	RCONJ474	25,535	M.2.d.
e. Individual Retirement Accounts (IRAs) and Keogh Plan accounts of $100,000 or more included in Memorandum items 2.c and 2.d above	RCONF233	1,553	M.2.e.
3. Maturity and repricing data for time deposits of $250,000 or less:			M.3.
a. Time deposits of $250,000 or less with a remaining maturity or next repricing date of:			M.3.a.
1. Three months or less	RCONHK07	27,943	M.3.a.1.
2. Over three months through 12 months	RCONHK08	56,603	M.3.a.2.
3. Over one year through three years	RCONHK09	2,063	M.3.a.3.
4. Over three years	RCONHK10	472	M.3.a.4.
b. Time deposits of $250,000 or less with a REMAINING MATURITY of one year or less (included in Memorandum items 3.a.(1) and 3.a.(2) above[3]	RCONHK11	84,546	M.3.b.
4. Maturity and repricing data for time deposits of more than $250,000:			M.4.
a. Time deposits of more than $250,000 with a remaining maturity or next repricing date of:			M.4.a.
1. Three months or less	RCONHK12	8,393	M.4.a.1.
2. Over three months through 12 months	RCONHK13	16,438	M.4.a.2.
3. Over one year through three years	RCONHK14	0	M.4.a.3.
4. Over three years	RCONHK15	704	M.4.a.4.
b. Time deposits of more than $250,000 with a REMAINING MATURITY of one year or less (included in Memorandum items 4.a.(1) and 4.a.(2) above)[3]	RCONK222	24,831	M.4.b.

2. The dollar amounts used as the basis for reporting in Memorandum items 1.c reflect the deposit insurance limits in effect on the report date.

3. Report both fixed-and floating-rate time deposits by remaining maturity. Exclude floating-rate time deposits with a next repricing date of one year or less that have a remaining maturity of over one year.

3. Report both fixed-and floating-rate time deposits by remaining maturity. Exclude floating-rate time deposits with a next repricing date of one year or less that have a remaining maturity of over one year.

Dollar amounts in thousands			
Memorandum item 5 is to be completed semiannually in the June and December reports only. 5. Does your institution offer one or more consumer deposit account products, i.e., transaction account or nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use?................	RCONP752	**NR**	M.5.
Memorandum items 6 and 7 are to be completed annually in the December report only by institutions with $1 billion or more in total assets that answered "Yes" to Memorandum 5 above. The $1 billion asset size test is based on the total assets reported on the June 30, 2025, Report of Condition. 6. Components of total transaction account deposits of individuals, partnerships, and corporations (sum of Memorandum items 6.a and 6.b must be less than or equal to Schedule RC-E, item 1, column A):			M.6.
a. Total deposits in those noninterest-bearing transaction account deposit products intended primarily for individuals for personal, household, or family use..	RCONP753	**NR**	M.6.a.
b. Total deposits in those interest-bearing transaction account deposit products intended primarily for individuals for personal, household, or family use..	RCONP754	**NR**	M.6.b.
7. Components of total nontransaction account deposits of individuals, partnerships, and corporations (sum of Memorandum items 7.a.(1), 7.a.(2), 7.b.(1), and 7.b.(2) plus all time deposits of individuals, partnerships, and corporations must equal Schedule RC-E, item 1, column C):			M.7.
a. Money market deposit accounts (MMDAs) of individuals, partnerships, and corporations (sum of Memorandum items 7.a.(1) and 7.a.(2) must be less than or equal to Schedule RC-E, Memorandum item 2.a.(1) above):			M.7.a.
1. Total deposits in those MMDA deposit products intended primarily for individuals for personal, household, or family use..	RCONP756	**NR**	M.7.a.1.
2. Deposits in all other MMDAs of individuals, partnerships, and corporations...	RCONP757	**NR**	M.7.a.2.
b. Other savings deposit accounts of individuals, partnerships, and corporations (sum of Memorandum s 7.b.(1) and 7.b.(2) must be less than or equal to Schedule RC-E, Memorandum item 2.a.(2) above):			M.7.b.
1. Total deposits in those other savings deposit account deposit products intended primarily for individuals for personal, household, or family use..	RCONP758	**NR**	M.7.b.1.
2. Deposits in all other savings deposit accounts of individuals, partnerships, and corporations....................	RCONP759	**NR**	M.7.b.2.

Schedule RC-F - Other Assets(Form Type - 051)

Dollar amounts in thousands			
1. Accrued interest receivable[2]	RCONB556	4,059	1.
2. Net deferred tax assets[3]	RCON2148	4,755	2.
3. Interest-only strips receivable (not in the form of a security) on mortgage loans and other financial assets[4]	RCONHT80	0	3.
4. Equity investments without readily determinable fair values[5]	RCON1752	2,466	4.
5. Life insurance assets:			5.
a. General account life insurance assets	RCONK201	18,625	5.a.
b. Separate account life insurance assets	RCONK202	0	5.b.
c. Hybrid account life insurance assets	RCONK270	0	5.c.
Items 6.a through 6.j are to be completed semiannually in the June and December reports only. 6. All other assets (itemize and describe amounts greater than $100,000 that exceed 25 percent of this item)	RCON2168	4,771	6.
a. Prepaid expenses	RCON2166	NR	6.a.
b. Repossessed personal property (including vehicles)	RCON1578	NR	6.b.
c. Derivatives with a positive fair value held for purposes other than trading	RCONC010	NR	6.c.
d. Not applicable			6.d.
e. Computer software	RCONFT33	NR	6.e.
f. Accounts receivable	RCONFT34	NR	6.f.
g. Receivables from foreclosed government-guaranteed mortgage loans	RCONFT35	NR	6.g.
h. Disclose component and the dollar amount of that component:			6.h.
1. Describe component	TEXT3549	NR	6.h.1.
2. Amount of component	RCON3549	NR	6.h.2.
i. Disclose component and the dollar amount of that component:			6.i.
1. Describe component	TEXT3550	NR	6.i.1.
2. Amount of component	RCON3550	NR	6.i.2.
j. Disclose component and the dollar amount of that component:			6.j.
1. Describe component	TEXT3551	NR	6.j.1.
2. Amount of component	RCON3551	NR	6.j.2.
7. Total (sum of items 1 through 6) (must equal Schedule RC, item 11)	RCON2160	34,676	7.

2. Include accrued interest receivable on loans, leases, debt securities, and other interest-bearing assets. Exclude accrued interest receivables on financial assets that are reported elsewhere on the balance sheet.
3. See discussion of deferred income taxes in Glossary entry on Income Taxes.
4. Report interest-only strips receivable in the form of a security as available-for-sale securities in Schedule RC, item 2.b, or as trading assets in Schedule RC, item 5, as appropriate.
5. Include Federal Reserve stock, Federal Home Loan Bank stock, and bankers' bank stock.

Schedule RC-G - Other Liabilities(Form Type - 051)

Dollar amounts in thousands

1. Not available			1.
a. Interest accrued and unpaid on deposits[1]	RCON3645	1,429	1.a.
b. Other expenses accrued and unpaid (includes accrued income taxes payable)	RCON3646	2,457	1.b.
2. Net deferred tax liabilities[2]	RCON3049	0	2.
3. Allowance for credit losses on off-balance sheet credit exposures	RCONB557	128	3.
4. All other liabilities (itemize and describe amounts greater than $100,000 that exceed 25 percent of this item)	RCON2938	705	4.
a. Accounts payable	RCON3066	NR	4.a.
b. Deferred compensation liabilities	RCONC011	NR	4.b.
c. Dividends declared but not yet payable	RCON2932	NR	4.c.
d. Derivatives with a negative fair value held for purposes other than trading	RCONC012	NR	4.d.
e. Operating lease liabilities	RCONLB56	NR	4.e.
f. Disclose component and the dollar amount of that component:			4.f.
1. Describe component	TEXT3552	NR	4.f.1.
2. Amount of component	RCON3552	NR	4.f.2.
g. Disclose component and the dollar amount of that component:			4.g.
1. Describe component	TEXT3553	NR	4.g.1.
2. Amount of component	RCON3553	NR	4.g.2.
h. Disclose component and the dollar amount of that component:			4.h.
1. Describe component	TEXT3554	NR	4.h.1.
2. Amount of component	RCON3554	NR	4.h.2.
5. Total	RCON2930	4,719	5.

1. For savings banks, include "dividends" accrued and unpaid on deposits.
2. See discussion of deferred income taxes in Glossary entry on Income Taxes.

Schedule RC-K - Quarterly Averages(Form Type - 051)

Dollar amounts in thousands			
1. Interest-bearing balances due from depository institutions	RCON3381	197,941	1.
2. U.S. Treasury securities and U.S. Government agency obligations (excluding mortgage-backed securities)[2]	RCONB558	17,808	2.
3. Mortgage-backed securities[2]	RCONB559	82,702	3.
4. All other debt securities and equity securities with readily determinable fair values not held for trading purposes[2,3]	RCONB560	21,104	4.
5. Federal funds sold and securities purchased under agreements to resell	RCON3365	0	5.
6. Loans:			6.
a. Total loans	RCON3360	737,323	6.a.
b. Loans secured by real estate:			6.b.
1. Loans secured by 1-4 family residential properties	RCON3465	59,612	6.b.1.
2. All other loans secured by real estate	RCON3466	462,385	6.b.2.
c. Commercial and industrial loans	RCON3387	136,750	6.c.
d. Loans to individuals for household, family, and other personal expenditures:			6.d.
1. Credit cards	RCONB561	0	6.d.1.
2. Other (includes revolving credit plans other than credit cards, automobile loans, and other consumer loans)	RCONB562	58,837	6.d.2.
7. Not applicable			7.
8. Lease financing receivables (net of unearned income)	RCON3484	0	8.
9. Total assets[4]	RCON3368	1,095,475	9.
10. Interest-bearing transaction accounts (interest-bearing demand deposits, NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts)	RCON3485	386,293	10.
11. Nontransaction accounts:			11.
a. Savings deposits (includes MMDAs)	RCONB563	285,316	11.a.
b. Time deposits of $250,000 or less	RCONHK16	88,073	11.b.
c. Time deposits of more than $250,000	RCONHK17	24,377	11.c.
12. Federal funds purchased and securities sold under agreements to repurchase	RCON3353	1	12.
To be completed by banks with $100 million or more in total assets: 13. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases)[5]	RCON3355	663	13.
*Memorandum item 1 is to be completed by: * banks with $300 million or more in total assets, and * banks with less than $300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, Part 1, item 3) exceeding 5 percent of total loans.* 1. Loans to finance agricultural production and other loans to farmers [2]	RCON3386	14,902	M.1.

2. Quarterly averages for all debt securities should be based on amortized cost.
2. Quarterly averages for all debt securities should be based on amortized cost.
2,3. Quarterly averages for all debt securities should be based on amortized cost. Quarterly averages for equity securities with readily determinable fair values should be based on fair value.
4. The quarterly average for total assets should reflect securities not held for trading as follows: a) Debt securities at amortized cost, b) Equity securities with readily determinable fair values at fair value, and c) Equity investments without readily determinable fair values, their balance sheet carrying values (i.e., fair value or, if elected, cost minus impairment, if any, plus or minus changes resulting from observable price changes).
5. The asset-size tests and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2024, Report of Condition.
2. The $300 million asset-size test and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2025, Report of Condition.

Schedule RC-L - Off-Balance Sheet Items(Form Type - 051)

Please read carefully the instructions for the preparation of Schedule RC-L. Some of the amounts reported in Schedule RC-L are regarded as volume indicators and not necessarily as measures of risk.

Dollar amounts in thousands			
1. Unused commitments:			1.
a. Revolving, open-end lines secured by 1-4 family residential properties, i.e., home equity lines	RCON3814	21,822	1.a.
b. Credit card lines	RCON3815	0	1.b.
c. Commitments to fund commercial real estate, construction, and land development loans:			1.c.
1. Secured by real estate:			1.c.1.
a. 1-4 family residential construction loan commitments	RCONF164	423	1.c.1.a.
b. Commercial real estate, other construction loan, and land development loan commitments	RCONF165	30,084	1.c.1.b.
2. NOT secured by real estate	RCON6550	0	1.c.2.
d. Not applicable			1.d.
e. Other unused commitments:			1.e.
1. Commercial and industrial loans	RCONJ457	128,507	1.e.1.
2. Loans to depository financial institutions	RCONPV10	0	1.e.2.
3. Loans to nondepository financial institutions	RCONPV11	0	1.e.3.
4. All other unused commitments	RCONJ459	19,012	1.e.4.
2. Financial standby letters of credit	RCON3819	2,000	2.
3. Performance standby letters of credit	RCON3821	0	3.
4. Commercial and similar letters of credit	RCON3411	180,366	4.
5. Not applicable			5.
6. Securities lent and borrowed:			6.
a. Securities lent (including customers' securities lent where the customer is indemnified against loss by the reporting bank)	RCON3433	0	6.a.
b. Securities borrowed	RCON3432	0	6.b.

Dollar amounts in thousands			
7. Not applicable			7.

Dollar amounts in thousands			
8. Not applicable			8.
9. All other off-balance sheet liabilities (exclude derivatives) (itemize and describe each component of this item over 25 percent of Schedule RC, item 27.a, "Total bank equity capital")	RCON3430	**705**	9.
a. Not applicable			9.a.
b. Not applicable			9.b.
c. Standby letters of credit issued by another party (e.g., a Federal Home Loan Bank) on the bank's behalf	RCONC978	**NR**	9.c.
d. Disclose component and the dollar amount of that component:			9.d.
1. Describe component	TEXT3555	**Click here for value**	9.d.1.
2. Amount of component	RCON3555	**NR**	9.d.2.
e. Disclose component and the dollar amount of that component:			9.e.
1. Describe component	TEXT3556	**NR**	9.e.1.
2. Amount of component	RCON3556	**NR**	9.e.2.
f. Disclose component and the dollar amount of that component:			9.f.
(TEXT3557) NR	RCON3557	**NR**	9.f.1.
10. All other off-balance sheet assets (exclude derivatives) (itemize and describe each component of this item over 25 percent of Schedule RC, item 27.a, "Total bank equity capital")	RCON5591	**0**	10.
a. Not applicable			10.a.
b. Disclose component and the dollar amount of that component:			10.b.
1. Describe component	TEXT5592	**NR**	10.b.1.
2. Amount of component	RCON5592	**NR**	10.b.2.
c. Disclose component and the dollar amount of that component:			10.c.
1. Describe component	TEXT5593	**NR**	10.c.1.
2. Amount of component	RCON5593	**NR**	10.c.2.
d. Disclose component and the dollar amount of that component:			10.d.
1. Describe component	TEXT5594	**NR**	10.d.1.
2. Amount of component	RCON5594	**NR**	10.d.2.
e. Disclose component and the dollar amount of that component:			10.e.
1. Describe component	TEXT5595	**NR**	10.e.1.
2. Amount of component	RCON5595	**NR**	10.e.2.
Items 11.a and 11.b are to be completed semiannually in the June and December reports only. 11. Year-to-date merchant credit card sales volume:			11.
a. Sales for which the reporting bank is the acquiring bank	RCONC223	**NR**	11.a.
b. Sales for which the reporting bank is the agent bank with risk	RCONC224	**NR**	11.b.

(TEXT3555) SBIC Commitments

Schedule RC-M - Memoranda(Form Type - 051)

Dollar amounts in thousands			
1. Extensions of credit by the reporting bank to its executive officers, directors, principal shareholders, and their related interests as of the report date:			1.
a. Aggregate amount of all extensions of credit to all executive officers, directors, principal shareholders, and their related interests	RCON6164	121	1.a.
b. Number of executive officers, directors, and principal shareholders to whom the amount of all extensions of credit by the reporting bank (including extensions of credit to related interests) equals or exceeds the lesser of $500,000 or 5 percent of total capital as defined for this purpose in agency regulations	RCON6165	0	1.b.
2. Intangible assets:			2.
a. Mortgage servicing assets	RCON3164	0	2.a.
1. Estimated fair value of mortgage servicing assets	RCONA590	0	2.a.1.
b. Goodwill	RCON3163	0	2.b.
c. All other identifiable intangible assets	RCONJF76	0	2.c.
d. Total (sum of items 2.a, 2.b, and 2.c) (must equal Schedule RC, item 10)	RCON2143	0	2.d.
3. Other real estate owned:			3.
a. Construction, land development, and other land	RCON5508	0	3.a.
b. Farmland	RCON5509	0	3.b.
c. 1-4 family residential properties	RCON5510	0	3.c.
d. Multifamily (5 or more) residential properties	RCON5511	0	3.d.
e. Nonfarm nonresidential properties	RCON5512	0	3.e.
f. Total (sum of items 3.a through 3.e) (must equal Schedule RC, item 7)	RCON2150	0	3.f.
4. Cost of equity securities with readily determinable fair values not held for trading (the fair value of which is reported in Schedule RC, item 2.c)[1]	RCONJA29	0	4.
5. Other borrowed money:			5.
a. Federal Home Loan Bank advances:			5.a.
1. Advances with a remaining maturity or next repricing date of:[1]			5.a.1.
a. One year or less	RCONF055	0	5.a.1.a.
b. Over one year through three years	RCONF056	0	5.a.1.b.
c. Over three years through five years	RCONF057	0	5.a.1.c.
d. Over five years	RCONF058	0	5.a.1.d.
2. Advances with a REMAINING MATURITY of one year or less (included in item 5.a.(1)(a) above)[2]	RCON2651	0	5.a.2.
3. Structured advances (included in items 5.a.(1)(a) - (d) above)	RCONF059	0	5.a.3.
b. Other borrowings:			5.b.
1. Other borrowings with a remaining maturity or next repricing date of:[3]			5.b.1.
a. One year or less	RCONF060	287	5.b.1.a.
b. Over one year through three years	RCONF061	162	5.b.1.b.
c. Over three years through five years	RCONF062	170	5.b.1.c.
d. Over five years	RCONF063	35	5.b.1.d.
2. Other borrowings with a REMAINING MATURITY of one year or less (included in item 5.b.(1)(a) above)[4]	RCONB571	287	5.b.2.
c. Total (sum of items 5.a.(1)(a)-(d) and items 5.b.(1)(a)-(d)) (must equal Schedule RC, item 16)	RCON3190	654	5.c.
6. Does the reporting bank sell private label or third party mutual funds and annuities?	RCONB569	NR	6.
7. Assets under the reporting bank's management in proprietary mutual funds and annuities	RCONB570	NR	7.
8. Internet website addresses and physical office trade names:			8.
a. Uniform Resource Locator (URL) of the reporting institution's primary Internet website (home page), if any (Example: www.examplebank.com):	TEXT4087	Click here for value	8.a.

1. Item 4 is to be completed only by insured state banks that have been approved by the FDIC to hold grandfathered equity investments. See instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.
1. Report fixed-rate advances by remaining maturity and floating-rate advances by next repricing date.
2. Report both fixed- and floating-rate advances by remaining maturity. Exclude floating-rate advances with a next repricing date of one year or less that have a remaining maturity of over one year
3. Report fixed-rate other borrowings by remaining maturity and floating-rate other borrowings by next repricing date.
4. Report both fixed- and floating-rate other borrowings by remaining maturity. Exclude floating-rate other borrowings with a next repricing date of one year or less that have a remaining maturity of over one year.

Dollar amounts in thousands			
b. URLs of all other public-facing Internet websites that the reporting institution uses to accept or solicit deposits from the public, if any (Example: www.examplebank.biz):[1]			8.b.
1. URL 1	TE01N528	NR	8.b.1.
2. URL 2	TE02N528	NR	8.b.2.
3. URL 3	TE03N528	NR	8.b.3.
4. URL 4	TE04N528	NR	8.b.4.
5. URL 5	TE05N528	NR	8.b.5.
6. URL 6	TE06N528	NR	8.b.6.
7. URL 7	TE07N528	NR	8.b.7.
8. URL 8	TE08N528	NR	8.b.8.
9. URL 9	TE09N528	NR	8.b.9.
10. URL 10	TE10N528	NR	8.b.10.
c. Trade names other than the reporting institution's legal title used to identify one or more of the institution's physical offices at which deposits are accepted or solicited from the public, if any:			8.c.
1. Trade name 1	TE01N529	NR	8.c.1.
2. Trade name 2	TE02N529	NR	8.c.2.
3. Trade name 3	TE03N529	NR	8.c.3.
4. Trade name 4	TE04N529	NR	8.c.4.
5. Trade name 5	TE05N529	NR	8.c.5.
6. Trade name 6	TE06N529	NR	8.c.6.
Items 9, 11, 12, 14.a, and 14.b are to be completed annually in the December report only. 9. Do any of the bank's Internet websites have transactional capability, i.e., allow the bank's customers to execute transactions on their accounts through the website?	RCON4088	NR	9.
10. Secured liabilities:			10.
a. Amount of "Federal funds purchased" that are secured (included in Schedule RC, item 14.a)	RCONF064	0	10.a.
b. Amount of "Other borrowings" that are secured (included in Schedule RC-M, items 5.b.(1)(a) - (d))	RCONF065	654	10.b.
11. Does the bank act as trustee or custodian for Individual Retirement Accounts, Health Savings Accounts, and other similar accounts?	RCONG463	NR	11.
12. Does the bank provide custody, safekeeping, or other services involving the acceptance of orders for the sale or purchase of securities?	RCONG464	NR	12.
13. Not applicable			13.
14. Captive insurance and reinsurance subsidiaries:			14.
a. Total assets of captive insurance subsidiaries[1]	RCONK193	NR	14.a.
b. Total assets of captive reinsurance subsidiaries[2]	RCONK194	NR	14.b.
Item 15 is to be completed by institutions that are required or have elected to be treated as a Qualified Thrift Lender. 15. Qualified Thrift Lender (QTL) test:			15.
a. Does the institution use the Home Owners' Loan Act (HOLA) QTL test or the Internal Revenue Service Domestic Building and Loan Association (IRS DBLA) test to determine its QTL compliance? (for the HOLA QTL test, enter 1; for the IRS DBLA test, enter 2)	RCONL133	NR	15.a.
b. Has the institution been in compliance with the HOLA QTL test as of each month end during the quarter or the IRS DBLA test for its most recent taxable year, as applicable?	RCONL135	NR	15.b.
Item 16.a and, if appropriate, items 16.b.(1) through 16.b.(3) are to be completed annually in the December report only. 16. International remittance transfers offered to consumers:[1]			16.
a. Estimated number of international remittance transfers provided by your institution during the calendar year ending on the report date	RCONN523	NR	16.a.
Items 16.b.(1) through 16.b.(3) are to be completed by institutions that reported 501 or more international remittance transfers in item 16.a in either or both of the current report or the prior December report in which item 16.a was required to be completed. b. Estimated dollar value of remittance transfers provided by your institution and usage of regulatory exceptions during the calendar year ending on the report date:			16.b.
1. Estimated dollar value of international remittance transfers	RCONN524	NR	16.b.1.

1. Report only highest level URLs (for example, report www.examplebank.biz, but do not also report www.examplebank.biz/checking). Report each top level domain name used (for example, report both www.examplebank.biz and www.examplebank.net).
1. Report total assets before eliminating intercompany transactions between the consolidated insurance or reinsurance subsidiary and other offices or consolidated subsidiaries of the reporting bank.
2. Report total assets before eliminating intercompany transactions between the consolidated insurance or reinsurance subsidiary and other offices or consolidated subsidiaries of the reporting bank.
1. Report information about international electronic transfers of funds offered to consumers in the United States that: (a) are "remittance transfers" as defined by subpart B of Regulation E (12 CFR § 1005.30(e)), or (b) would qualify as "remittance transfers" under subpart B of Regulation E (12 CFR § 1005.30(e)) but are excluded from that definition only because the provider is not providing those transfers in the normal course of its business. See 12 CFR § 1005.30(f). For purposes of this item 16, such trans

Dollar amounts in thousands			
2. Estimated number of international remittance transfers for which your institution applied the permanent exchange rate exception	RCONMM07	**NR**	16.b.2.
3. Estimated number of international remittance transfers for which your institution applied the permanent covered third-party fee exception	RCONMQ52	**NR**	16.b.3.
17. U.S. Small Business Administration Paycheck Protection Program (PPP) loans and the Federal Reserve PPP Liquidity Facility (PPPLF):[2]			17.
a. Number of PPP loans outstanding	RCONLG26	**0**	17.a.
b. Outstanding balance of PPP loans	RCONLG27	**0**	17.b.
c. Outstanding balance of PPP loans pledged to the PPPLF	RCONLG28	**0**	17.c.
d. Outstanding balance of borrowings from Federal Reserve Banks under the PPPLF with a remaining maturity of:			17.d.
1. One year or less	RCONLL59	**0**	17.d.1.
2. More than one year	RCONLL60	**0**	17.d.2.
e. Quarterly average amount of PPP loans pledged to the PPPLF and excluded from "Total assets for the leverage ratio" reported in Schedule RC-R, Part I, item 30	RCONLL57	**0**	17.e.

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2. Paycheck Protection Program (PPP) covered loans as defined in sections 7(a)(36) and 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(36) and (37)).

Schedule RC-N - Past Due and Nonaccrual Loans Leases and Other Assets(Form Type - 051)

Amounts reported in Schedule RC-N, items 1 through 8, include guaranteed and unguaranteed portions of past due and nonaccrual loans and leases. Report in items 10 and 11 below certain guaranteed loans and leases that have already been included in the amounts reported in items 1 through 8

Dollar amounts in thousands	(Column A) Past due 30 through 89 days and still accruing		(Column B) Past due 90 days or more and still accruing		(Column C) Nonaccrual		
1. Loans secured by real estate:							1.
a. Construction, land development, and other land loans:							1.a.
1. 1-4 family residential construction loans	RCONF172	0	RCONF174	0	RCONF176	0	1.a.1.
2. Other construction loans and all land development and other land loans	RCONF173	0	RCONF175	0	RCONF177	0	1.a.2.
b. Secured by farmland	RCON3493	0	RCON3494	0	RCON3495	0	1.b.
c. Secured by 1-4 family residential properties:							1.c.
1. Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit	RCON5398	0	RCON5399	0	RCON5400	95	1.c.1.
2. Closed-end loans secured by 1-4 family residential properties:							1.c.2.
a. Secured by first liens	RCONC236	256	RCONC237	0	RCONC229	860	1.c.2.a.
b. Secured by junior liens	RCONC238	0	RCONC239	0	RCONC230	0	1.c.2.b.
d. Secured by multifamily (5 or more) residential properties	RCON3499	0	RCON3500	0	RCON3501	0	1.d.
e. Secured by nonfarm nonresidential properties:							1.e.
1. Loans secured by owner-occupied nonfarm nonresidential properties	RCONF178	444	RCONF180	0	RCONF182	81	1.e.1.
2. Loans secured by other nonfarm nonresidential properties	RCONF179	0	RCONF181	0	RCONF183	0	1.e.2.
2. Loans to depository institutions and acceptances of other banks	RCONB834	0	RCONB835	0	RCONB836	0	2.
3. Not applicable							3.
4. Commercial and industrial loans	RCON1606	714	RCON1607	0	RCON1608	5,434	4.
5. Loans to individuals for household, family, and other personal expenditures:							5.
a. Credit cards	RCONB575	0	RCONB576	0	RCONB577	0	5.a.
b. Automobile loans	RCONK213	0	RCONK214	0	RCONK215	0	5.b.
c. Other (includes revolving credit plans other than credit cards and other consumer loans)	RCONK216	350	RCONK217	0	RCONK218	206	5.c.
6. Not applicable							6.
7. All other loans[1]	RCON5459	0	RCON5460	0	RCON5461	109	7.
8. Lease financing receivables	RCON1226	0	RCON1227	0	RCON1228	0	8.
9. Total loans and leases (sum of items 1 through 8)	RCON1406	1,764	RCON1407	0	RCON1403	6,785	9.
10. Debt securities and other assets (exclude other real estate owned and other repossessed assets)	RCON3505	0	RCON3506	0	RCON3507	0	10.
11. Loans and leases reported in items 1 through 8 above that are wholly or partially guaranteed by the U.S. Government, excluding loans and leases covered by loss-sharing agreements with the FDIC	RCONK036	0	RCONK037	0	RCONK038	0	11.
a. Guaranteed portion of loans and leases included in item 11 above, excluding rebooked "GNMA loans"	RCONK039	0	RCONK040	0	RCONK041	0	11.a.
b. Rebooked "GNMA loans" that have been repurchased or are eligible for repurchase included in item 11 above	RCONK042	0	RCONK043	0	RCONK044	0	11.b.
12. Portion of covered loans and leases reported in item 9 above that is protected by loss-sharing agreements with the FDIC			RCONK103	0	RCONK104	0	12.
Memorandum items 1.a.(1) through 1.f.(5) are to be completed semiannually in the June and December reports only. Memorandum item 1.g is to be completed quarterly. 1. Loan modifications to borrowers experiencing financial difficulty included in Schedule RC-N, items 1 through 7, above (and not reported in Schedule RC-C, Part 1, Memorandum item 1):							M.1.
a. Construction, land development, and other land loans:							M.1.a.
1. 1-4 family residential construction loans	RCONK105	NR	RCONK106	NR	RCONK107	NR	M.1.a.1.
2. Other construction loans and all land development and other land loans	RCONK108	NR	RCONK109	NR	RCONK110	NR	M.1.a.2.
b. Loans secured by 1-4 family residential properties	RCONF661	NR	RCONF662	NR	RCONF663	NR	M.1.b.

1. Includes past due and nonaccrual "Loans to finance agricultural productions and other loans to farmers," "Obligations (other than securities and leases) of states and political subdivisions in the U.S.," and "Loans to nondepository financial institutions and other loans."

Dollar amounts in thousands	(Column A) Past due 30 through 89 days and still accruing		(Column B) Past due 90 days or more and still accruing		(Column C) Nonaccrual		
c. Secured by multifamily (5 or more) residential properties	RCONK111	NR	RCONK112	NR	RCONK113	NR	M.1.c.
d. Secured by nonfarm nonresidential properties:							M.1.d.
1. Loans secured by owner-occupied nonfarm nonresidential properties	RCONK114	NR	RCONK115	NR	RCONK116	NR	M.1.d.1.
2. Loans secured by other nonfarm nonresidential properties	RCONK117	NR	RCONK118	NR	RCONK119	NR	M.1.d.2.
e. Commercial and industrial loans	RCONK257	NR	RCONK258	NR	RCONK259	NR	M.1.e.
f. All other loans (include loans to individuals for household, family, and other personal expenditures)	RCONK126	NR	RCONK127	NR	RCONK128	NR	M.1.f.
Itemize loan categories included in Memorandum item 1.f, above that exceed 10 percent of total loan modifications to borrowers experiencing financial difficulty that are past due 30 days or more or in nonaccrual status (sum of Memorandum items 1.a through 1.f, columns A through C): 1. Loans secured by farmland	RCONK130	NR	RCONK131	NR	RCONK132	NR	M.1.f.1.
2. Not applicable							M.1.f.2.
3. Not applicable							M.1.f.3.
4. Loans to individuals for household, family, and other personal expenditures:							M.1.f.4.
a. Credit cards	RCONK274	NR	RCONK275	NR	RCONK276	NR	M.1.f.4.a.
b. Automobile loans	RCONK277	NR	RCONK278	NR	RCONK279	NR	M.1.f.4.b.
c. Other (includes revolving credit plans other than credit cards and other consumer loans)	RCONK280	NR	RCONK281	NR	RCONK282	NR	M.1.f.4.c.
*Memorandum item 1.f.(5) is to be completed by: * Banks with $300 million or more in total assets * Banks with less than $300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, Part I, item 3) exceeding 5 percent of total loans* 5. Loans to finance agricultural production and other loans to farmers[1]	RCONK138	NR	RCONK139	NR	RCONK140	NR	M.1.f.5.
g. Total loan modifications to borrowers experiencing financial difficulty included in Schedule RC-N, items 1 through 7, above (sum of Memorandum items 1.a.(1) through 1.f)[2]	RCONHK26	0	RCONHK27	0	RCONHK28	34	M.1.g.
2. Loans to finance commercial real estate, construction, and land development activities (not secured by real estate) included in Schedule RC-N, items 4 and 7, above	RCON6558	0	RCON6559	0	RCON6560	0	M.2.
3. Not applicable							M.3.
*Memorandum item 4 is to be completed by: * banks with $300 million or more in total assets, and * banks with less than $300 million in total assets that have loans to finance agricultural production and other loans to farmers, as defined for Schedule RC-C, Part I, item 3, exceeding five percent of total loans and leases held for investment and held for sale (Schedule RC-C, Part I, item 12).* 4. Loans to finance agricultural production and other loans to farmers (included in Schedule RC-N, item 7, above)[1]	RCON1594	0	RCON1597	0	RCON1583	109	M.4.

1. The $300 million asset-size test and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2025, Report of Condition.
2. Exclude amounts reported in Memorandum items 1.f.(1) through 1.f.(5) when calculating the total in Memorandum item 1.g.
1. The $300 million asset-size test and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2025, Report of Condition.

Dollar amounts in thousands	(Column A) Past due 30 through 89 days and still accruing		(Column B) Past due 90 days or more and still accruing		(Column C) Nonaccrual		
5. Loans and leases held for sale (included in Schedule RC-N, items 1 through 8, above)	RCONC240	**NR**	RCONC241	**NR**	RCONC226	**NR**	M.5.

Dollar amounts in thousands			
6. Not applicable			M.6.

Dollar amounts in thousands			
Memorandum items 7 and 8 are to be completed semiannually in the June and December reports only.			
7. Additions to nonaccrual assets during the previous six months	RCONC410	**NR**	M.7.
8. Nonaccrual assets sold during the previous six months	RCONC411	**NR**	M.8.

Dollar amounts in thousands	(Column A) Past due 30 through 89 days and still accruing		(Column B) Past due 90 days or more and still accruing		(Column C) Nonaccrual		
9. Loans to nondepository financial institutions included in Schedule RC-N, item 7	RCONPV23	**0**	RCONPV24	**0**	RCONPV25	**0**	M.9.

Schedule RC-O - Other Data for Deposit Insurance and FICO Assessments(Form Type - 051)

All FDIC-insured depository institutions must complete items 1 and 2, 4 through 9,10, and 11, Memorandum item 1, and, if applicable, item 9.a, Memorandum items 2, 3, and 6 through 18 each quarter. Unless otherwise indicated, complete items 1 through 11 and Memorandum items 1 through 3 on an "unconsolidated single FDIC certificate number basis" (see instructions) and complete Memorandum items 6 through 18 on a fully consolidated basis.

Dollar amounts in thousands			
1. Total deposit liabilities before exclusions (gross) as defined in Section 3(l) of the Federal Deposit Insurance Act and FDIC regulations	RCONF236	939,669	1.
2. Total allowable exclusions, including interest accrued and unpaid on allowable exclusions	RCONF237	0	2.
3. Not applicable			3.
4. Average consolidated total assets for the calendar quarter	RCONK652	1,087,676	4.
a. Averaging method used (for daily averaging, enter 1; for weekly averaging, enter 2)	RCONK653	1	4.a.
5. Average tangible equity for the calendar quarter[1]	RCONK654	122,045	5.
6. Holdings of long-term unsecured debt issued by other FDIC-insured depository institutions	RCONK655	0	6.
7. Unsecured "Other borrowings" with a remaining maturity of (sum of items 7.a through 7.d must be less than or equal to Schedule RC-M, items 5.b.(1)(a)-(d) minus item 10.b):			7.
a. One year or less	RCONG465	0	7.a.
b. Over one year through three years	RCONG466	0	7.b.
c. Over three years through five years	RCONG467	0	7.c.
d. Over five years	RCONG468	0	7.d.
8. Subordinated notes and debentures with a remaining maturity of (sum of items 8.a through 8.d must equal Schedule RC, item 19):			8.
a. One year or less	RCONG469	0	8.a.
b. Over one year through three years	RCONG470	0	8.b.
c. Over three years through five years	RCONG471	0	8.c.
d. Over five years	RCONG472	0	8.d.
9. Brokered reciprocal deposits (included in Schedule RC-E, Memorandum item 1.b)	RCONG803	91,866	9.
Item 9.a is to be completed on a fully consolidated basis by all institutions that own another insured depository institution. a. Fully consolidated brokered reciprocal deposits	RCONL190	NR	9.a.
10. Banker's bank certification: Does the reporting institution meet both the statutory definition of a banker's bank and the business conduct test set forth in FDIC regulations?	RCONK656	No	10.
If the answer to item 10 is "YES," complete items 10.a and 10.b. a. Banker's bank deduction	RCONK657	NR	10.a.
b. Banker's bank deduction limit	RCONK658	NR	10.b.
11. Custodial bank certification: Does the reporting institution meet the definition of a custodial bank set forth in FDIC regulations?	RCONK659	No	11.
If the answer to item 11 is "YES," complete items 11.a and 11.b. a. Custodial bank deduction	RCONK660	NR	11.a.
b. Custodial bank deduction limit	RCONK661	NR	11.b.
1. Total deposit liabilities of the bank, including related interest accrued and unpaid, less allowable exclusions, including related interest accrued and unpaid (sum of Memorandum items 1.a.(1), 1.b.(1), 1.c.(1), and 1.d.(1) must equal Schedule RC-O, item 1 less item 2):			M.1.
a. Deposit accounts (excluding retirement accounts) of $250,000 or less:[1]			M.1.a.
1. Amount of deposit accounts (excluding retirement accounts) of $250,000 or less	RCONF049	516,881	M.1.a.1.
2. Number of deposit accounts (excluding retirement accounts) of $250,000 or less	RCONF050	20493	M.1.a.2.
b. Deposit accounts (excluding retirement accounts) of more than $250,000:[1]			M.1.b.
1. Amount of deposit accounts (excluding retirement accounts) of more than $250,000	RCONF051	416,819	M.1.b.1.
2. Number of deposit accounts (excluding retirement accounts) of more than $250,000	RCONF052	424	M.1.b.2.
c. Retirement deposit accounts of $250,000 or less:[1]			M.1.c.
1. Amount of retirement deposit accounts of $250,000 or less	RCONF045	5,117	M.1.c.1.
2. Number of retirement deposit accounts of $250,000 or less	RCONF046	287	M.1.c.2.
d. Retirement deposit accounts of more than $250,000:[1]			M.1.d.

1. See instructions for averaging methods. For deposit insurance assessment purposes, tangible equity is defined as Tier 1 capital as set forth in the banking agencies' regulatory capital standards and reported in Schedule RC-R, Part I, item 26, except as described in the instructions.
1. The dollar amounts used as the basis for reporting in Memorandum items 1.a through 1.d reflect the deposit insurance limits in effect on the report date.
1. The dollar amounts used as the basis for reporting in Memorandum items 1.a through 1.d reflect the deposit insurance limits in effect on the report date.
1. The dollar amounts used as the basis for reporting in Memorandum items 1.a through 1.d reflect the deposit insurance limits in effect on the report date.

Dollar amounts in thousands			
1. Amount of retirement deposit accounts of more than $250,000	RCONF047	852	M.1.d.1.
2. Number of retirement deposit accounts of more than $250,000	RCONF048	3	M.1.d.2.
Memorandum item 2 is to be completed by banks with $1 billion or more in total assets. The $1 billion asset-size test is based on the total assets reported on the June 30, 2025, Report of Condition. 2. Estimated amount of uninsured deposits including related interest accrued and unpaid (see instructions)[3]	RCON5597	NR	M.2.
3. Has the reporting institution been consolidated with a parent bank or savings association in that parent bank's or parent savings association's Call Report? If so, report the legal title and FDIC Certificate Number of the parent bank or parent savings association:			M.3.
a. Legal title	TEXTA545	NR	M.3.a.
b. FDIC Certificate Number	RCONA545	0	M.3.b.

3. Uninsured deposits should be estimated based on the deposit insurance limits set forth in Memorandum items 1.a through 1.d.

Schedule RC-R Part I - Regulatory Capital Components and Ratios(Form Type - 051)

Part I is to be completed on a consolidated basis.

Dollar amounts in thousands			
1. Common stock plus related surplus, net of treasury stock and unearned employee stock ownership plan (ESOP) shares	RCOAP742	**60,222**	1.
2. Retained earnings[1]	RCOAKW00	**62,671**	2.
a. Does your institution have a CECL transition election in effect as of the quarter-end report date? (enter "0" for No; enter "1" for Yes with a 3-year CECL transition election; enter "2" for Yes with a 5-year 2020 CECL transition election.)	RCOAJJ29	**0**	2.a.
3. Accumulated other comprehensive income (AOCI)	RCOAB530	**-5,088**	3.
a. AOCI opt-out election (enter "1" for Yes; enter "0" for No.)	RCOAP838	**1**	3.a.
4. Common equity tier 1 minority interest includable in common equity tier 1 capital	RCOAP839	**0**	4.
5. Common equity tier 1 capital before adjustments and deductions (sum of items 1 through 4)	RCOAP840	**117,805**	5.
6. LESS: Goodwill net of associated deferred tax liabilities (DTLs)	RCOAP841	**0**	6.
7. LESS: Intangible assets (other than goodwill and mortgage servicing assets (MSAs)), net of associated DTLs	RCOAP842	**0**	7.
8. LESS: Deferred tax assets (DTAs) that arise from net operating loss and tax credit carryforwards, net of any related valuation allowances and net of DTLs	RCOAP843	**0**	8.
9. AOCI-related adjustments (if entered "1" for Yes in item 3.a, complete only items 9.a through 9.e; if entered "0" for No in item 3.a, complete only item 9.f):			9.
a. LESS: Net unrealized gains (losses) on available-for-sale debt securities (if a gain, report as a positive value; if a loss, report as a negative value)	RCOAP844	**-5,088**	9.a.
b. Not applicable.			9.b.
c. LESS: Accumulated net gains (losses) on cash flow hedges (if a gain, report as a positive value; if a loss, report as a negative value)	RCOAP846	**0**	9.c.
d. LESS: Amounts recorded in AOCI attributed to defined benefit postretirement plans resulting from the initial and subsequent application of the relevant GAAP standards that pertain to such plans (if a gain, report as a positive value; if a loss, report as a negative value)	RCOAP847	**0**	9.d.
e. LESS: Net unrealized gains (losses) on held-to-maturity securities that are included in AOCI (if a gain, report as a positive value; if a loss, report as a negative value)	RCOAP848	**0**	9.e.
f. LESS: Accumulated net gain (loss) on cash flow hedges included in AOCI, net of applicable income taxes, that relate to the hedging of items that are not recognized at fair value on the balance sheet (if a gain, report as a positive value; if a loss, report as a negative value) (To be completed only by institutions that entered "0" for No in item 3.a)	RCOAP849	**NR**	9.f.
10. Other deductions from (additions to) common equity tier 1 capital before threshold-based deductions:			10.
a. LESS: Unrealized net gain (loss) related to changes in the fair value of liabilities that are due to changes in own credit risk (if a gain, report as a positive value; if a loss, report as a negative value)	RCOAQ258	**0**	10.a.
b. LESS: All other deductions from (additions to) common equity tier 1 capital before threshold-based deductions.	RCOAP850	**14**	10.b.
11. Not applicable			11.
12. Subtotal (item 5 minus items 6 through 10.b)	RCOAP852	**122,879**	12.
13. LESS: Investments in the capital of unconsolidated financial institutions, net of associated DTLs, that exceed 25 percent of item 12	RCOALB58	**0**	13.
14. LESS: MSAs, net of associated DTLs, that exceed 25 percent of item 12	RCOALB59	**0**	14.
15. LESS: DTAs arising from temporary differences that could not be realized through net operating loss carrybacks, net of related valuation allowances and net of DTLs, that exceed 25 percent of 12	RCOALB60	**0**	15.
16. Not applicable			16.
17. LESS: Deductions applied to common equity tier 1 capital due to insufficient amounts of additional tier 1 capital and tier 2 capital to cover deductions[1]	RCOAP857	**0**	17.
18. Total adjustments and deductions for common equity tier 1 capital (sum of items 13 through 17)	RCOAP858	**0**	18.
19. Common equity tier 1 capital (item 12 minus item 18)	RCOAP859	**122,879**	19.
20. Additional tier 1 capital instruments plus related surplus	RCOAP860	**0**	20.
21. Non-qualifying capital instruments subject to phase out from additional tier 1 capital	RCOAP861	**0**	21.
22. Tier 1 minority interest not included in common equity tier 1 capital	RCOAP862	**0**	22.
23. Additional tier 1 capital before deductions (sum of items 20, 21, and 22)	RCOAP863	**0**	23.
24. LESS: Additional tier 1 capital deductions	RCOAP864	**0**	24.
25. Additional tier 1 capital (greater of item 23 minus item 24, or zero)	RCOAP865	**0**	25.
26. Tier 1 capital (sum of items 19 and 25)	RCOA8274	**122,879**	26.

Dollar amounts in thousands			
27. Average total consolidated assets[2]	RCOAKW03	1,095,475	27.
28. LESS: Deductions from common equity tier 1 capital and additional tier 1 capital (sum of items 6, 7, 8, 10.b, 13 through 15, 17, and certain elements of item 24 - see instructions)	RCOAP875	14	28.
29. LESS: Other deductions from (additions to) assets for leverage ratio purposes	RCOAB596	5,695	29.
30. Total assets for the leverage ratio (item 27 minus items 28 and 29)	RCOAA224	1,089,766	30.
31. Leverage ratio (item 26 divided by 30)	RCOA7204	11.2757%	31.
a. Does your institution have a community bank leverage ratio (CBLR) framework election in effect as of the quarter-end report date? (enter "1" for Yes; enter "0" for No)	RCOALE74	0	31.a.
Item 31.b is to be completed only by non-advanced approaches institutions that elect to use the Standardized Approach for Counterparty Credit Risk (SA-CCR) for purposes of the standardized approach. b. Standardized Approach for Counterparty Credit Risk opt-in election (enter "1" for Yes; leave blank for No.)	RCOANC99	NR	31.b.

Dollar amounts in thousands	(Column A) Amount		(Column B) Percentage		
32. Total assets (Schedule RC, item 12); (must be less than $10 billion)	RCOA2170	NR			32.
33. Trading assets and trading liabilities (Schedule RC, sum of items 5 and 15). Report as a dollar amount in Column A and as a percentage of total assets (5% limit) in Column B	RCOAKX77	NR	RCOAKX78	NR	33.
34. Off-balance sheet exposures:					34.
a. Unused portion of conditionally cancellable commitments	RCOAKX79	NR			34.a.
b. Securities lent and borrowed (Schedule RC-L, sum of items 6.a and 6.b)	RCOAKX80	NR			34.b.
c. Other off-balance sheet exposures	RCOAKX81	NR			34.c.
d. Total off-balance sheet exposures (sum of items 34.a through 34.c). Report as a dollar amount in Column A and as a percentage of total assets (25% limit) in Column B	RCOAKX82	NR	RCOAKX83	NR	34.d.

Dollar amounts in thousands			
35. Unconditionally cancellable commitments	RCOAS540	NR	35.
36. Investments in the tier 2 capital of unconsolidated financial institutions	RCOALB61	NR	36.
37. Allocated transfer risk reserve	RCOA3128	NR	37.
38. Amount of allowances for credit losses on purchased credit-deteriorated assets:			38.
a. Loans and leases held for investment	RCOAJJ30	NR	38.a.
b. Held-to-maturity debt securities	RCOAJJ31	NR	38.b.
c. Other financial assets measured at amortized cost	RCOAJJ32	NR	38.c.

Dollar amounts in thousands			
39. Tier 2 capital instruments plus related surplus	RCOAP866	0	39.
40. Non-qualifying capital instruments subject to phase out from tier 2 capital	RCOAP867	0	40.
41. Total capital minority interest that is not included in tier 1 capital	RCOAP868	0	41.
42. Adjusted allowances for credit losses (AACL)[2]	RCOA5310	8,763	42.
43. Not applicable.			43.
44. Tier 2 capital before deductions (sum of items 39 through 42)	RCOAP870	8,763	44.
45. LESS: Tier 2 capital deductions	RCOAP872	0	45.
46. Tier 2 capital (greater of item 44 minus item 45, or zero)	RCOA5311	8,763	46.
47. Total capital (sum of items 26 and 46)	RCOA3792	131,642	47.
48. Total risk-weighted assets (from Schedule RC-R, Part II, item 31)	RCOAA223	864,057	48.

1. Institutions that have elected to apply the 3-year or the 5-year 2020 CECL transition provision should include the applicable portion of the CECL transitional amount or the modified CECL transitional amount, respectively, in this item.
1. An institution that has a CBLR framework election in effect as of the quarter-end report date is neither required to calculate tier 2 capital nor make any deductions that would have been taken from tier 2 capital as of the report date.

Dollar amounts in thousands			
49. Common equity tier 1 capital ratio (item 19 divided by item 48)	RCOAP793	**14.2212%**	49.
50. Tier 1 capital ratio (item 26 divided by item 48)	RCOA7206	**14.2212%**	50.
51. Total capital ratio (item 47 divided by item 48)	RCOA7205	**15.2353%**	51.

Dollar amounts in thousands			
52. Institution-specific capital conservation buffer necessary to avoid limitations on distributions and discretionary bonus payments	RCOAH311	**7.2353%**	52.
53. Eligible retained income[3]	RCOAH313	**NR**	53.
54. Distributions and discretionary bonus payments during the quarter[4]	RCOAH314	**NR**	54.

2. Institutions that have elected to apply the 3-year or the 5-year 2020 CECL transition provision should include the applicable portion of the CECL transitional amount or the modified CECL transitional amount, respectively, in item 27.

2. Institutions that have have elected to apply the 3-year or the 5-year 2020 CECL transition provision should subtract the applicable portion of the AACL transitional amount or the modified AACL transitional amount, respectively, from the AACL, as defined in the regulatory capital rule, before determining the amount of AACL includable in tier 2 capital. See instructions for further detail on the CECL transition provisions.

3. Institutions must complete item 53 only if the amount reported in item 52 above is less than or equal to 2.5000 percent.

4. Institutions must complete item 54 only if the amount reported in Schedule RC-R, Part I, item 52, in the Call Report for the previous calendar quarter-end report date was less than or equal to 2.5000 percent.

Schedule RC-R Part II - Risk-Weighted Assets(Form Type - 051)

Institutions are required to assign a 100 percent risk weight to all assets not specifically assigned a risk weight under Subpart D of the federal banking agencies' regulatory capital rules and not deducted from tier 1 or tier 2 capital.

Dollar amounts in thousands	(Column A) Totals from Schedule RC	(Column B) Adjustments to Totals Reported in Column A	(Column C) Allocation by Risk-Weight Category 0%	(Column D) Allocation by Risk-Weight Category 2%	(Column E) Allocation by Risk-Weight Category 4%	(Column F) Allocation by Risk-Weight Category 10%	(Column G) Allocation by Risk-Weight Category 20%	(Column H) Allocation by Risk-Weight Category 50%	(Column I) Allocation by Risk-Weight Category 100%	(Column J) Allocation by Risk-Weight Category 150%	
1. Cash and balances due from depository institutions	RCOND957 NR	RCONS396 NR	RCOND958 NR				RCOND959 NR	RCONS397 NR	RCOND960 NR	RCONS398 NR	1.
2. Securities:											2.
a. Held-to-maturity securities[3]	RCOND961 NR	RCONS399 NR	RCOND962 NR	RCONHJ74 NR	RCONHJ75 NR		RCOND963 NR	RCOND964 NR	RCOND965 NR	RCONS400 NR	2.a.
b. Available-for-sale debt securities and equity securities with readily determinable fair values not held for trading	RCONJA21 NR	RCONS402 NR	RCOND967 NR	RCONHJ76 NR	RCONHJ77 NR		RCOND968 NR	RCOND969 NR	RCOND970 NR	RCONS403 NR	2.b.
3. Federal funds sold and securities purchased under agreements to resell:											3.
a. Federal funds sold	RCOND971 NR		RCOND972 NR				RCOND973 NR	RCONS410 NR	RCOND974 NR	RCONS411 NR	3.a.
b. Securities purchased under agreements to resell	RCONH171 NR	RCONH172 NR									3.b.
4. Loans and leases held for sale:											4.
a. Residential mortgage exposures	RCONS413 NR	RCONS414 NR	RCONH173 NR				RCONS415 NR	RCONS416 NR	RCONS417 NR		4.a.
b. High volatility commercial real estate exposures	RCONS419 NR	RCONS420 NR	RCONH174 NR				RCONH175 NR	RCONH176 NR	RCONH177 NR	RCONS421 NR	4.b.
c. Exposures past due 90 days or more or on nonaccrual[3]	RCONS423 NR	RCONS424 NR	RCONS425 NR	RCONHJ78 NR	RCONHJ79 NR		RCONS426 NR	RCONS427 NR	RCONS428 NR	RCONS429 NR	4.c.

Dollar amounts in thousands	(Column K) Allocation by Risk-Weight Category 250%	(Column L) Allocation by Risk-Weight Category 300%	(Column M) Allocation by Risk-Weight Category 400%	(Column N) Allocation by Risk-Weight Category 600%	(Column O) Allocation by Risk-Weight Category 625%	(Column P) Allocation by Risk-Weight Category 937.5%	(Column Q) Allocation by Risk-Weight Category 1,250%	(Column R) Application of Other Risk-Weighting Approaches Exposure Amount	(Column S) Application of Other Risk-Weighting Approaches Risk-Weighted Asset Amount	
1. Cash and balances due from depository institutions										1.
2. Securities:										2.
a. Held-to-maturity securities										2.a.
b. Available-for-sale debt securities and equity securities with readily determinable fair values not held for trading		RCONS405 NR		RCONS406 NR				RCONH271 NR	RCONH272 NR	2.b.
3. Federal funds sold and securities purchased under agreements to resell:										3.

3. Institutions should report held-to-maturity securities net of allowances for credit losses in item 2.a, column A. Institutions should report as a negative number in item 2.a, column B, those allowances for credit losses eligible for inclusion in tier 2 capital, which excludes allowances for credit losses on purchased credit-deteriorated assets.

3. For loans and leases held for sale, exclude residential mortgage exposures, high volatility commercial real estate exposures, or sovereign exposures that are past due 90 days or more or on nonaccrual.

Dollar amounts in thousands	(Column K) Allocation by Risk-Weight Category 250%	(Column L) Allocation by Risk-Weight Category 300%	(Column M) Allocation by Risk-Weight Category 400%	(Column N) Allocation by Risk-Weight Category 600%	(Column O) Allocation by Risk-Weight Category 625%	(Column P) Allocation by Risk-Weight Category 937.5%	(Column Q) Allocation by Risk-Weight Category 1,250%	(Column R) Application of Other Risk-Weighting Approaches Exposure Amount	(Column S) Application of Other Risk-Weighting Approaches Risk-Weighted Asset Amount	
a. Federal funds sold										3.a.
b. Securities purchased under agreements to resell										3.b.
4. Loans and leases held for sale:										4.
a. Residential mortgage exposures..								RCONH273 NR	RCONH274 NR	4.a.
b. High volatility commercial real estate exposures.................								RCONH275 NR	RCONH276 NR	4.b.

Dollar amounts in thousands	(Column K) Allocation by Risk-Weight Category 250%	(Column L) Allocation by Risk-Weight Category 300%	(Column M) Allocation by Risk-Weight Category 400%	(Column N) Allocation by Risk-Weight Category 600%	(Column O) Allocation by Risk-Weight Category 625%	(Column P) Allocation by Risk-Weight Category 937.5%	(Column Q) Allocation by Risk-Weight Category 1,250%	(Column R) Application of Other Risk-Weighting Approaches Exposure Amount	(Column S) Application of Other Risk-Weighting Approaches Risk-Weighted Asset Amount	
c. Exposures past due 90 days or more or on nonaccrual[6]								RCONH277 NR	RCONH278 NR	4.c.

Dollar amounts in thousands	(Column A) Totals from Schedule RC	(Column B) Adjustments to Totals Reported in Column A	(Column C) Allocation by Risk-Weight Category 0%	(Column D) Allocation by Risk-Weight Category 2%	(Column E) Allocation by Risk-Weight Category 4%	(Column F) Allocation by Risk-Weight Category 10%	(Column G) Allocation by Risk-Weight Category 20%	(Column H) Allocation by Risk-Weight Category 50%	(Column I) Allocation by Risk-Weight Category 100%	(Column J) Allocation by Risk-Weight Category 150%	
4. Loans and leases held for sale (continued):											4.
d. All other exposures	RCONS431 NR	RCONS432 NR	RCONS433 NR	RCONHJ80 NR	RCONHJ81 NR		RCONS434 NR	RCONS435 NR	RCONS436 NR	RCONS437 NR	4.d.
5. Loans and leases held for investment:											5.
a. Residential mortgage exposures	RCONS439 NR	RCONS440 NR	RCONH178 NR				RCONS441 NR	RCONS442 NR	RCONS443 NR		5.a.
b. High volatility commercial real estate exposures	RCONS445 NR	RCONS446 NR	RCONH179 NR				RCONH180 NR	RCONH181 NR	RCONH182 NR	RCONS447 NR	5.b.
c. Exposures past due 90 days or more or on nonaccrual[3]	RCONS449 NR	RCONS450 NR	RCONS451 NR	RCONHJ82 NR	RCONHJ83 NR		RCONS452 NR	RCONS453 NR	RCONS454 NR	RCONS455 NR	5.c.
d. All other exposures	RCONS457 NR	RCONS458 NR	RCONS459 NR	RCONHJ84 NR	RCONHJ85 NR		RCONS460 NR	RCONS461 NR	RCONS462 NR	RCONS463 NR	5.d.
6. LESS: Allowance for credit losses on loans and leases	RCON3123 8,635	RCON3123 8,635									6.
7. Trading assets	RCOND976 NR	RCONS466 NR	RCOND977 NR	RCONHJ86 NR	RCONHJ87 NR		RCOND978 NR	RCOND979 NR	RCOND980 NR	RCONS467 NR	7.
8. All other assets[1]	RCOND981 NR	RCONS469 NR	RCOND982 NR	RCONHJ88 NR	RCONHJ89 NR		RCOND983 NR	RCOND984 NR	RCOND985 NR	RCONH185 NR	8.
a. Separate account bank-owned life insurance											8.a.
b. Default fund contributions to central counterparties											8.b.

Dollar amounts in thousands	(Column K) Allocation by Risk-Weight Category 250%	(Column L) Allocation by Risk-Weight Category 300%	(Column M) Allocation by Risk-Weight Category 400%	(Column N) Allocation by Risk-Weight Category 600%	(Column O) Allocation by Risk-Weight Category 625%	(Column P) Allocation by Risk-Weight Category 937.5%	(Column Q) Allocation by Risk-Weight Category 1,250%	(Column R) Application of Other Risk-Weighting Approaches Exposure Amount	(Column S) Application of Other Risk-Weighting Approaches Risk-Weighted Asset Amount	
4. Loans and leases held for sale (continued):										4.
d. All other exposures								RCONH279 NR	RCONH280 NR	4.d.
5. Loans and leases held for investment:										5.
a. Residential mortgage exposures								RCONH281 NR	RCONH282 NR	5.a.
b. High volatility commercial real estate exposures								RCONH283 NR	RCONH284 NR	5.b.
c. Exposures past due 90 days or more or on nonaccrual[11]								RCONH285 NR	RCONH286 NR	5.c.
d. All other exposures								RCONH287 NR	RCONH288 NR	5.d.
6. LESS: Allowance for credit losses on loans and leases										6.
7. Trading assets		RCONH186 NR	RCONH290 NR	RCONH187 NR				RCONH291 NR	RCONH292 NR	7.
8. All other assets[12]	RCONH293 NR	RCONH188 NR	RCONS470 NR	RCONS471 NR				RCONH294 NR	RCONH295 NR	8.
a. Separate account bank-owned life insurance								RCONH296 NR	RCONH297 NR	8.a.
b. Default fund contributions to central counterparties								RCONH298 NR	RCONH299 NR	8.b.

6. For loans and leases held for sale, exclude residential mortgage exposures, high volatility commercial real estate exposures, or sovereign exposures that are past due 90 days or more or on nonaccrual.
3. For loans and leases, net of unearned income, exclude residential mortgage exposures, high volatility commercial real estate exposures, or sovereign exposures that are past due 90 days or more or on nonaccrual.
1. Includes premises and fixed assets; other real estate owned; investments in unconsolidated subsidiaries and associated companies; direct and indirect investments in real estate ventures; intangible assets; and other assets.
11. For loans and leases, net of unearned income, exclude residential mortgage exposures, high volatility commercial real estate exposures, or sovereign exposures that are past due 90 days or more or on nonaccrual.
12. Includes premises and fixed assets; other real estate owned; investments in unconsolidated subsidiaries and associated companies; direct and indirect investments in real estate ventures; intangible assets; and other assets.

Dollar amounts in thousands	(Column A) Totals	(Column B) Adjustments to Totals Reported in Column A	(Column Q) Allocation by Risk-Weight Category (Exposure Amount) 1,250%	(Column T) Total Risk-Weighted Asset Amount by Calculation Methodology SSFA	(Column U) Total Risk-Weighted Asset Amount by Calculation Methodology Gross-Up	
9. On-balance sheet securitization exposures:						9.
a. Held-to-maturity securities[2]	RCONS475 NR	RCONS476 NR	RCONS477 NR	RCONS478 NR	RCONS479 NR	9.a.
b. Available-for-sale securities	RCONS480 NR	RCONS481 NR	RCONS482 NR	RCONS483 NR	RCONS484 NR	9.b.
c. Trading assets	RCONS485 NR	RCONS486 NR	RCONS487 NR	RCONS488 NR	RCONS489 NR	9.c.
d. All other on-balance sheet securitization exposures	RCONS490 NR	RCONS491 NR	RCONS492 NR	RCONS493 NR	RCONS494 NR	9.d.
10. Off-balance sheet securitization exposures	RCONS495 NR	RCONS496 NR	RCONS497 NR	RCONS498 NR	RCONS499 NR	10.

2. Institutions should report held-to-maturity securities net of allowances for credit losses in item 9.a, column A. Institutions should report as a negative number in item 9.a, column B, those allowances for credit losses eligible for inclusion in tier 2 capital, which excludes allowances for credit losses on purchased credit-deteriorated assets.

Dollar amounts in thousands	(Column A) Totals From Schedule RC	(Column B) Adjustments to Totals Reported in Column A	(Column C) Allocation by Risk-Weight Category 0%	(Column D) Allocation by Risk-Weight Category 2%	(Column E) Allocation by Risk-Weight Category 4%	(Column F) Allocation by Risk-Weight Category 10%	(Column G) Allocation by Risk-Weight Category 20%	(Column H) Allocation by Risk-Weight Category 50%	(Column I) Allocation by Risk-Weight Category 100%	(Column J) Allocation by Risk-Weight Category 150%	
11. Total balance sheet assets[14]	RCON2170 1,061,418	RCONS500 NR	RCOND987 NR	RCONHJ90 NR	RCONHJ91 NR		RCOND988 NR	RCOND989 NR	RCOND990 NR	RCONS503 NR	11.

Dollar amounts in thousands	(Column K) Allocation by Risk-Weight Category 250%	(Column L) Allocation by Risk-Weight Category 300%	(Column M) Allocation by Risk-Weight Category 400%	(Column N) Allocation by Risk-Weight Category 600%	(Column O) Allocation by Risk-Weight Category 625%	(Column P) Allocation by Risk-Weight Category 937.5%	(Column Q) Allocation by Risk-Weight Category 1,250%	(Column R) Application of Other Risk-Weighting Approaches Exposure Amount	
11. Total balance sheet assets[14]	RCONS504 NR	RCONS505 NR	RCONS506 NR	RCONS507 NR			RCONS510 NR	RCONH300 NR	11.

Dollar amounts in thousands	(Column A) Face, Notional, or Other Amount	(Column B) Credit Equivalent Amount	(Column C) Allocation by Risk-Weight Category 0%	(Column D) Allocation by Risk-Weight Category 2%	(Column E) Allocation by Risk-Weight Category 4%	(Column F) Allocation by Risk-Weight Category 10%	(Column G) Allocation by Risk-Weight Category 20%	(Column H) Allocation by Risk-Weight Category 50%	(Column I) Allocation by Risk-Weight Category 100%	(Column J) Allocation by Risk-Weight Category 150%	
12. Financial standby letters of credit	RCOND991 NR	RCOND992 NR	RCOND993 NR	RCONHJ92 NR	RCONHJ93 NR		RCOND994 NR	RCOND995 NR	RCOND996 NR	RCONS511 NR	12.
13. Performance standby letters of credit and transaction-related contingent items	RCOND997 NR	RCOND998 NR	RCOND999 NR				RCONG603 NR	RCONG604 NR	RCONG605 NR	RCONS512 NR	13.
14. Commercial and similar letters of credit with an original maturity of one year or less	RCONG606 NR	RCONG607 NR	RCONG608 NR	RCONHJ94 NR	RCONHJ95 NR		RCONG609 NR	RCONG610 NR	RCONG611 NR	RCONS513 NR	14.
15. Retained recourse on small business obligations sold with recourse	RCONG612 NR	RCONG613 NR	RCONG614 NR				RCONG615 NR	RCONG616 NR	RCONG617 NR	RCONS514 NR	15.

Dollar amounts in thousands	(Column A) Face, Notional, or Other Amount	(Column B) Credit Equivalent Amount	(Column C) Allocation by Risk-Weight Category 0%	(Column D) Allocation by Risk-Weight Category 2%	(Column E) Allocation by Risk-Weight Category 4%	(Column F) Allocation by Risk-Weight Category 10%	(Column G) Allocation by Risk-Weight Category 20%	(Column H) Allocation by Risk-Weight Category 50%	(Column I) Allocation by Risk-Weight Category 100%	(Column J) Allocation by Risk-Weight Category 150%	
16. Repo-style transactions[21]	RCONS515 NR	RCONS516 NR	RCONS517 NR	RCONS518 NR	RCONS519 NR		RCONS520 NR	RCONS521 NR	RCONS522 NR	RCONS523 NR	16.
17. All other off-balance sheet liabilities	RCONG618 NR	RCONG619 NR	RCONG620 NR				RCONG621 NR	RCONG622 NR	RCONG623 NR	RCONS524 NR	17.
18. Unused commitments (exclude unused commitments to asset-backed commercial paper conduits):											18.
a. Original maturity of one year or less	RCONS525 NR	RCONS526 NR	RCONS527 NR	RCONHJ96 NR	RCONHJ97 NR		RCONS528 NR	RCONS529 NR	RCONS530 NR	RCONS531 NR	18.a.

14. For each of columns A through R of item 11, report the sum of items 1 through 9. For item 11, the sum of columns B through R must equal column A. Item 11, column A, must equal Schedule RC, item 12.
21. Includes securities purchased under agreements to resell (reverse repos), securities sold under agreements to repurchase (repos), securities borrowed, and securities lent.

Dollar amounts in thousands	(Column A) Face, Notional, or Other Amount	(Column B) Credit Equivalent Amount	(Column C) Allocation by Risk-Weight Category 0%	(Column D) Allocation by Risk-Weight Category 2%	(Column E) Allocation by Risk-Weight Category 4%	(Column F) Allocation by Risk-Weight Category 10%	(Column G) Allocation by Risk-Weight Category 20%	(Column H) Allocation by Risk-Weight Category 50%	(Column I) Allocation by Risk-Weight Category 100%	(Column J) Allocation by Risk-Weight Category 150%	
b. Original maturity exceeding one year	RCONG624 NR	RCONG625 NR	RCONG626 NR	RCONHJ98 NR	RCONHJ99 NR		RCONG627 NR	RCONG628 NR	RCONG629 NR	RCONS539 NR	18.b.
19. Unconditionally cancelable commitments	RCONS540 NR	RCONS541 NR									19.
20. Over-the-counter derivatives		RCONS542 NR	RCONS543 NR	RCONHK00 NR	RCONHK01 NR	RCONS544 NR	RCONS545 NR	RCONS546 NR	RCONS547 NR	RCONS548 NR	20.
21. Centrally cleared derivatives		RCONS549 NR	RCONS550 NR	RCONS551 NR	RCONS552 NR		RCONS554 NR	RCONS555 NR	RCONS556 NR	RCONS557 NR	21.
22. Unsettled transactions (failed trades)[4]	RCONH191 NR		RCONH193 NR				RCONH194 NR	RCONH195 NR	RCONH196 NR	RCONH197 NR	22.

4. For item 22, the sum of columns C through Q must equal column A.

Dollar amounts in thousands	(Column O) Allocation by Risk-Weight Category 625%	(Column P) Allocation by Risk-Weight Category 937.5%	(Column Q) Allocation by Risk-Weight Category 1,250%	(Column R) Application of Other Risk-Weighting Approaches Credit Equivalent Amount	(Column S) Application of Other Risk-Weighting Approaches Risk-Weighted Asset Amount	
16. Repo-style transactions[24]				RCONH301 NR	RCONH302 NR	16.
17. All other off-balance sheet liabilities						17.
18. Unused commitments (exclude unused commitments to asset-backed commercial paper conduits):						18.
a. Original maturity of one year or less				RCONH303 NR	RCONH304 NR	18.a.
b. Original maturity exceeding one year				RCONH307 NR	RCONH308 NR	18.b.
19. Unconditionally cancelable commitments						19.
20. Over-the-counter derivatives				RCONH309 NR	RCONH310 NR	20.
21. Centrally cleared derivatives						21.
22. Unsettled transactions (failed trades)[25]	RCONH198 NR	RCONH199 NR	RCONH200 NR			22.

24. Includes securities purchased under agreements to resell (reverse repos), securities sold under agreements to repurchase (repos), securities borrowed, and securities lent.
25. For item 22, the sum of columns C through Q must equal column A.

Dollar amounts in thousands	(Column C) Allocation by Risk-Weight Category 0%	(Column D) Allocation by Risk-Weight Category 2%	(Column E) Allocation by Risk-Weight Category 4%	(Column F) Allocation by Risk-Weight Category 10%	(Column G) Allocation by Risk-Weight Category 20%	(Column H) Allocation by Risk-Weight Category 50%	(Column I) Allocation by Risk-Weight Category 100%	(Column J) Allocation by Risk-Weight Category 150%	
23. Total assets, derivatives, off-balance sheet items, and other items subject to risk weighting by risk-weight category (for each of columns C through P, sum of items 11 through 22; for column Q, sum of items 10 through 22)	RCONG630 NR	RCONS558 NR	RCONS559 NR	RCONS560 NR	RCONG631 NR	RCONG632 NR	RCONG633 NR	RCONS561 NR	23.
24. Risk weight factor									24.
25. Risk-weighted assets by risk-weight category (for each column, item 23 multiplied by item 24)	RCONG634 NR	RCONS569 NR	RCONS570 NR	RCONS571 NR	RCONG635 NR	RCONG636 NR	RCONG637 NR	RCONS572 NR	25.

Dollar amounts in thousands	(Column K) Allocation by Risk-Weight Category 250%	(Column L) Allocation by Risk-Weight Category 300%	(Column M) Allocation by Risk-Weight Category 400%	(Column N) Allocation by Risk-Weight Category 600%	(Column O) Allocation by Risk-Weight Category 625%	(Column P) Allocation by Risk-Weight Category 937.5%	(Column Q) Allocation by Risk-Weight Category 1,250%	
23. Total assets, derivatives, off-balance sheet items, and other items subject to risk weighting by risk-weight category (for each of columns C through P, sum of items 11 through 22; for column Q, sum of items 10 through 22)	RCONS562 NR	RCONS563 NR	RCONS564 NR	RCONS565 NR	RCONS566 NR	RCONS567 NR	RCONS568 NR	23.
24. Risk weight factor								24.
25. Risk-weighted assets by risk-weight category (for each column, item 23 multiplied by item 24)	RCONS573 NR	RCONS574 NR	RCONS575 NR	RCONS576 NR	RCONS577 NR	RCONS578 NR	RCONS579 NR	25.

Dollar amounts in thousands			
Items 26 through 31 are to be completed quarterly. 26. Risk-weighted assets base for purposes of calculating the adjusted allowances for credit losses (AACL) 1.25 percent threshold	RCONS580	**864,071**	26.
27. Standardized market-risk weighted assets (applicable only to banks that are covered by the market risk capital rule)	RCONS581	**0**	27.
28. Risk-weighted assets before deductions for excess AACL and allocated risk transfer risk reserve[2]	RCONB704	**864,057**	28.
29. LESS: Excess AACL[1]	RCONA222	**0**	29.
30. LESS: Allocated transfer risk reserve	RCON3128	**0**	30.
31. Total risk-weighted assets (item 28 minus items 29 and 30)	RCONG641	**864,057**	31.
Schedule RC-R, Part II, Memorandum items 1 through 3.g, are to be completed semiannually in the June and December reports only. 1. Current credit exposure across all derivative contracts covered by the regulatory capital rules	RCONG642	**NR**	M.1.

Dollar amounts in thousands	(Column A) With a remaining maturity of One year or less		(Column B) With a remaining maturity of Over one year through five years		(Column C) With a remaining maturity of Over five years		
2. Notional principal amounts of over-the-counter derivative contracts:							M.2.
a. Interest rate	RCONS582	**NR**	RCONS583	**NR**	RCONS584	**NR**	M.2.a.
b. Foreign exchange rate and gold	RCONS585	**NR**	RCONS586	**NR**	RCONS587	**NR**	M.2.b.
c. Credit (investment grade reference asset)	RCONS588	**NR**	RCONS589	**NR**	RCONS590	**NR**	M.2.c.
d. Credit (non-investment grade reference asset)	RCONS591	**NR**	RCONS592	**NR**	RCONS593	**NR**	M.2.d.
e. Equity	RCONS594	**NR**	RCONS595	**NR**	RCONS596	**NR**	M.2.e.
f. Precious metals (except gold)	RCONS597	**NR**	RCONS598	**NR**	RCONS599	**NR**	M.2.f.
g. Other	RCONS600	**NR**	RCONS601	**NR**	RCONS602	**NR**	M.2.g.
3. Notional principal amounts of centrally cleared derivative contracts:							M.3.
a. Interest rate	RCONS603	**NR**	RCONS604	**NR**	RCONS605	**NR**	M.3.a.
b. Foreign exchange rate and gold	RCONS606	**NR**	RCONS607	**NR**	RCONS608	**NR**	M.3.b.
c. Credit (investment grade reference asset)	RCONS609	**NR**	RCONS610	**NR**	RCONS611	**NR**	M.3.c.
d. Credit (non-investment grade reference asset)	RCONS612	**NR**	RCONS613	**NR**	RCONS614	**NR**	M.3.d.
e. Equity	RCONS615	**NR**	RCONS616	**NR**	RCONS617	**NR**	M.3.e.
f. Precious metals (except gold)	RCONS618	**NR**	RCONS619	**NR**	RCONS620	**NR**	M.3.f.
g. Other	RCONS621	**NR**	RCONS622	**NR**	RCONS623	**NR**	M.3.g.

Dollar amounts in thousands			
4. Amount of allowances for credit losses on purchased credit-deteriorated assets:			M.4.
a. Loans and leases held for investment	RCONJJ30	**0**	M.4.a.
b. Held-to-maturity debt securities	RCONJJ31	**0**	M.4.b.
c. Other financial assets measured at amortized cost	RCONJJ32	**0**	M.4.c.

Schedule RC-T - Fiduciary and Related Services(Form Type - 051)

Dollar amounts in thousands			
1. Does the institution have fiduciary powers? (If "NO," do not complete Schedule RC-T.)	RCONA345	**Yes**	1.
2. Does the institution exercise the fiduciary powers it has been granted?	RCONA346	**Yes**	2.
3. Does the institution have any fiduciary or related activity (in the form of assets or accounts) to report in this schedule? (If "NO," do not complete the rest of Schedule RC-T.)	RCONB867	**Yes**	3.

2. Sum of items 2.b through 20, column S; items 9.a, 9.b, 9.c, 9.d, and 10, columns T and U; item 25, columns C through Q; and item 27 (if applicable).
1. Institutions that have elected to apply the 3-year or the 5-year 2020 CECL transition provision should subtract the applicable portion of the AACL transitional amount or the modified AACL transitional amount, respectively, from the AACL, as defined in the regulatory capital rule, before determining the amount of excess AACL.

Dollar amounts in thousands	(Column A) Managed Assets		(Column B) Non-Managed Assets		(Column C) Number of Managed Accounts		(Column D) Number of Non-Managed Accounts		
4. Personal trust and agency accounts	RCONB868	NR	RCONB869	NR	RCONB870	NR	RCONB871	NR	4.
5. Employee benefit and retirement-related trust and agency accounts:									5.
a. Employee benefit - defined contribution	RCONB872	NR	RCONB873	NR	RCONB874	NR	RCONB875	NR	5.a.
b. Employee benefit - defined benefit	RCONB876	NR	RCONB877	NR	RCONB878	NR	RCONB879	NR	5.b.
c. Other employee benefit and retirement-related accounts	RCONB880	NR	RCONB881	NR	RCONB882	NR	RCONB883	NR	5.c.
6. Corporate trust and agency accounts	RCONB884	NR	RCONB885	NR	RCONC001	NR	RCONC002	NR	6.
7. Investment management and investment advisory agency accounts	RCONB886	NR	RCONJ253	NR	RCONB888	NR	RCONJ254	NR	7.
8. Foundation and endowment trust and agency accounts	RCONJ255	NR	RCONJ256	NR	RCONJ257	NR	RCONJ258	NR	8.
9. Other fiduciary accounts	RCONB890	NR	RCONB891	NR	RCONB892	NR	RCONB893	NR	9.
10. Total fiduciary accounts (sum of items 4 through 9)	RCONB894	NR	RCONB895	NR	RCONB896	NR	RCONB897	NR	10.
11. Custody and safekeeping accounts			RCONB898	NR			RCONB899	NR	11.
12. Not applicable									12.
13. Individual Retirement Accounts, Health Savings Accounts, and other similar accounts (included in items 5.c and 11)	RCONJ259	NR	RCONJ260	NR	RCONJ261	NR	RCONJ262	NR	13.

Dollar amounts in thousands			
14. Personal trust and agency accounts	RIADB904	NR	14.
15. Employee benefit and retirement-related trust and agency accounts:			15.
a. Employee benefit - defined contribution	RIADB905	NR	15.a.
b. Employee benefit - defined benefit	RIADB906	NR	15.b.
c. Other employee benefit and retirement-related accounts	RIADB907	NR	15.c.
16. Corporate trust and agency accounts	RIADA479	NR	16.
17. Investment management and investment advisory agency accounts	RIADJ315	NR	17.
18. Foundation and endowment trust and agency accounts	RIADJ316	NR	18.
19. Other fiduciary accounts	RIADA480	NR	19.
20. Custody and safekeeping accounts	RIADB909	NR	20.
21. Other fiduciary and related services income	RIADB910	NR	21.
22. Total gross fiduciary and related services income (sum of items 14 through 21) (must equal Schedule RI, item 5.a)	RIAD4070	641	22.
23. Less: Expenses	RIADC058	NR	23.
24. Less: Net losses from fiduciary and related services	RIADA488	NR	24.
25. Plus: Intracompany income credits for fiduciary and related services	RIADB911	NR	25.
26. Net fiduciary and related services income	RIADA491	NR	26.

Dollar amounts in thousands	(Column A) Personal Trust and Agency and Investment Management Agency Accounts		(Column B) Employee Benefit and Retirement-Related Trust and Agency Accounts		(Column C) All Other Accounts		
1. Managed assets held in fiduciary accounts:							M.1.
a. Noninterest-bearing deposits	RCONJ263	NR	RCONJ264	NR	RCONJ265	NR	M.1.a.
b. Interest-bearing deposits	RCONJ266	NR	RCONJ267	NR	RCONJ268	NR	M.1.b.
c. U.S. Treasury and U.S. Government agency obligations	RCONJ269	NR	RCONJ270	NR	RCONJ271	NR	M.1.c.
d. State, county, and municipal obligations	RCONJ272	NR	RCONJ273	NR	RCONJ274	NR	M.1.d.
e. Money market mutual funds	RCONJ275	NR	RCONJ276	NR	RCONJ277	NR	M.1.e.
f. Equity mutual funds	RCONJ278	NR	RCONJ279	NR	RCONJ280	NR	M.1.f.
g. Other mutual funds	RCONJ281	NR	RCONJ282	NR	RCONJ283	NR	M.1.g.
h. Common trust funds and collective investment funds	RCONJ284	NR	RCONJ285	NR	RCONJ286	NR	M.1.h.
i. Other short-term obligations	RCONJ287	NR	RCONJ288	NR	RCONJ289	NR	M.1.i.
j. Other notes and bonds	RCONJ290	NR	RCONJ291	NR	RCONJ292	NR	M.1.j.
k. Investments in unregistered funds and private equity investments	RCONJ293	NR	RCONJ294	NR	RCONJ295	NR	M.1.k.
l. Other common and preferred stocks	RCONJ296	NR	RCONJ297	NR	RCONJ298	NR	M.1.l.
m. Real estate mortgages	RCONJ299	NR	RCONJ300	NR	RCONJ301	NR	M.1.m.
n. Real estate	RCONJ302	NR	RCONJ303	NR	RCONJ304	NR	M.1.n.
o. Miscellaneous assets	RCONJ305	NR	RCONJ306	NR	RCONJ307	NR	M.1.o.
p. Total managed assets held in fiduciary accounts (for each column, sum of Memorandum items 1.a through 1.o)	RCONJ308	NR	RCONJ309	NR	RCONJ310	NR	M.1.p.

Dollar amounts in thousands	(Column A) Managed Assets		(Column B) Number of Managed Accounts		
q. Investments of managed fiduciary accounts in advised or sponsored mutual funds	RCONJ311	NR	RCONJ312	NR	M.1.q.

Dollar amounts in thousands	(Column A) Number of Issues		(Column B) Principal Amount Outstanding		
2. Corporate trust and agency accounts:					M.2.
a. Corporate and municipal trusteeships	RCONB927	NR	RCONB928	NR	M.2.a.
1. Issues reported in Memorandum item 2.a that are in default	RCONJ313	NR	RCONJ314	NR	M.2.a.1.
b. Transfer agent, registrar, paying agent, and other corporate agency	RCONB929	NR			M.2.b.

Dollar amounts in thousands	(Column A) Number of Funds		(Column B) Market Value of Fund Assets		
Memorandum items 3.a through 3.h are to be completed by institutions at which the total market value of the assets held in Collective Investment Funds (CIFs) and Common Trust Funds (CTFs) administered by the reporting institution (Memorandum item 3.h, column B) was $1 billion or more as of the preceding December 31. Memorandum item 3.h only is to be completed by institutions at which the total market value of the assets held in CIFs and CTFs administered by the reporting institution (Memorandum item 3.h, column B) was less than $1 billion as of the preceding December 31. 3. Collective investment funds and common trust funds:					M.3.
a. Domestic equity	RCONB931	NR	RCONB932	NR	M.3.a.
b. International/Global equity	RCONB933	NR	RCONB934	NR	M.3.b.
c. Stock/Bond blend	RCONB935	NR	RCONB936	NR	M.3.c.
d. Taxable bond	RCONB937	NR	RCONB938	NR	M.3.d.
e. Municipal bond	RCONB939	NR	RCONB940	NR	M.3.e.
f. Short term investments/Money market	RCONB941	NR	RCONB942	NR	M.3.f.
g. Specialty/Other	RCONB943	NR	RCONB944	NR	M.3.g.
h. Total collective investment funds (sum of Memorandum items 3.a through 3.g)	RCONB945	NR	RCONB946	NR	M.3.h.

Dollar amounts in thousands	(Column A) Gross Losses Managed Accounts		(Column B) Gross Losses Non-Managed Accounts		(Column C) Recoveries		
4. Fiduciary settlements, surcharges, and other losses:							M.4.
a. Personal trust and agency accounts	RIADB947	NR	RIADB948	NR	RIADB949	NR	M.4.a.
b. Employee benefit and retirement-related trust and agency accounts	RIADB950	NR	RIADB951	NR	RIADB952	NR	M.4.b.
c. Investment management agency accounts	RIADB953	NR	RIADB954	NR	RIADB955	NR	M.4.c.
d. Other fiduciary accounts and related services	RIADB956	NR	RIADB957	NR	RIADB958	NR	M.4.d.
e. Total fiduciary settlements, surcharges, and other losses (sum of Memorandum items 4.a through 4.d) (sum of columns A and B minus column C must equal Schedule RC-T, item 24)	RIADB959	NR	RIADB960	NR	RIADB961	NR	M.4.e.

Schedule SU - Supplemental Information(Form Type - 051)

Dollar amounts in thousands			
1. Does the institution have any derivative contracts?	RCONFT00	No	1.
a. Total gross notional amount of interest rate derivatives held for trading	RCONA126	NR	1.a.
b. Total gross notional amount of all other derivatives held for trading	RCONFT01	NR	1.b.
c. Total gross notional amount of interest rate derivatives not held for trading	RCON8725	NR	1.c.
d. Total gross notional amount of all other derivatives not held for trading	RCONFT02	NR	1.d.
2. For each of the two calendar quarters preceding the current calendar quarter, did the institution meet one or both of the following mortgage banking activity thresholds: (1) Sales of 1-4 family residential mortgage loans during the calendar quarter exceeded $10 million, or (2) 1-4 family residential mortgage loans held for sale or trading as of calendar quarter-end exceeded $10 million?	RCONFT03	No	2.
a. Principal amount of 1-4 family residential mortgage loans sold during the quarter	RCONFT04	NR	2.a.
b. Quarter-end amount of 1-4 family residential mortgage loans held for sale or trading	RCONFT05	NR	2.b.
3. Does the institution use the fair value option to measure any of its assets or liabilities?	RCONFT06	No	3.
a. Aggregate amount of fair value option assets	RCONHK18	NR	3.a.
b. Aggregate amount of fair value option liabilities	RCONHK19	NR	3.b.
c. Year-to-date net gains (losses) recognized in earnings on fair value option assets	RIADF551	NR	3.c.
d. Year-to-date net gains (losses) recognized in earnings on fair value option liabilities	RIADF553	NR	3.d.
4. Does the institution have any assets it has sold and securitized with servicing retained or with recourse or other seller-provided credit enhancements?	RCONFT07	No	4.
a. Total outstanding principal balance of assets sold and securitized by the reporting institution with servicing retained or with recourse or other seller-provided credit enhancement	RCONFT08	NR	4.a.
5. Does the institution have any assets it has sold with recourse or other seller-provided credit enhancements but has not securitized?	RCONFT09	No	5.
a. Total outstanding principal balance of assets sold by the reporting institution with recourse or other seller-provided credit enhancements, but not securitized by the reporting institution	RCONFT10	NR	5.a.
6. Does the institution service any closed-end 1-4 family residential mortgage loans for others or does it service more than $10 million of other financial assets for others?	RCONFT11	Yes	6.
a. Total outstanding principal balance of closed-end 1-4 family residential mortgage loans serviced for others plus the total outstanding principal balance of other financial assets serviced for others if more than $10 million	RCONFT12	168,456	6.a.
7. Does the institution have any consolidated variable interest entities?	RCONFT13	No	7.
a. Total assets of consolidated variable interest entities[1]	RCONFT14	NR	7.a.
b. Total liabilities of consolidated variable interest entities	RCONFT15	NR	7.b.
8. Does the institution, together with affiliated institutions, have outstanding credit card receivables that exceed $500 million as of the report date or is the institution a credit card specialty bank as defined for Uniform Bank Performance Report purposes?	RCONFT16	No	8.
a. Outstanding credit card fees and finance charges included in credit cards to individuals for household, family, and other personal expenditures (retail credit cards)	RCONC391	NR	8.a.
b. Separate valuation allowance for uncollectible retail credit card fees and finance charges	RIADC389	NR	8.b.
c. Amount of allowance for credit losses on loans and leases attributable to retail credit card fees and finance charges	RIADC390	NR	8.c.
d. Uncollectible retail credit card fees and finance charges reversed against year-to-date income	RIADC388	NR	8.d.

1. Institutions should report assets net of any applicable allowance for credit losses.

Optional Narrative Statement Concerning the Amounts Reported in the Consolidated Reports of Condition and Income(Form Type - 051)

Dollar amounts in thousands			
1. Comments?	RCON6979	**No**	1.
2. Bank Management Statement (please type or print clearly; 750 character limit):	TEXT6980	**NR**	2.

PUBLIC EXHIBIT D

Investor Presentation

A Transformative Combination

OppFi to Acquire BNCCORP

4/29/2026

Disclaimer

This presentation (the "Presentation") of OppFi Inc. ("OppFi" or the "Company") is for informational purposes only and has been prepared in connection with the Company's announcement of its corporate simplification and entry into a definitive merger agreement with BNCCORP, Inc. ("BNCC"). Certain information contained herein has been derived from sources prepared by third parties. While such information is believed to be reliable for the purposes used herein, the Company makes no representation or warranty with respect to the accuracy of such information. Trademarks and trade names referred to in this Presentation are the property of their respective owners. The information contained herein does not purport to be all-inclusive. This Presentation does not constitute investment, tax, or legal advice.

No representation or warranty, express or implied, is or will be given by the Company or any of its respective affiliates, directors, officers, employees or advisers or any other person as to the accuracy or completeness of the information in this Presentation, and no responsibility or liability whatsoever is accepted for the accuracy or sufficiency thereof or for any errors, omissions or misstatements, negligent or otherwise, relating thereto. The information contained in this Presentation is preliminary in nature and is subject to change, and any such changes may be material. The Company disclaims any duty to update the information contained in this Presentation, which information is given only as of the date of this Presentation unless otherwise stated herein.

Important Additional Information will be Filed with the SEC
In connection with the proposed transaction, OppFi Inc. will file with the U.S. Securities and Exchange Commission (the "SEC") a registration statement on Form S-4 (the "registration statement"), which will contain a proxy statement of BNCCORP, Inc. and a prospectus of OppFi (the "proxy statement/prospectus"), and OppFi may file with the SEC other relevant documents regarding the proposed transaction. INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE REGISTRATION STATEMENT AND THE PROXY STATEMENT/PROSPECTUS CAREFULLY AND IN THEIR ENTIRETY AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC BY OPPFI, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THOSE DOCUMENTS, WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT OPPFI, BNC AND THE PROPOSED TRANSACTION. A definitive copy of the proxy statement/prospectus will be mailed to stockholders of BNCC when that document is final. Investors and security holders will be able to obtain the registration statement and the proxy statement/prospectus, as well as other filings containing information about OppFi, free of charge from OppFi or from the SEC's website when they are filed by OppFi. The documents filed by OppFi with the SEC may be obtained free of charge at OppFi's website, at https://investors.oppfi.com/financials/sec-filings/default.aspx, or by requesting them by mail at 130 E. Randolph Street, Suite 3400, Chicago, IL 60601 or by email at corporate.secretary@oppfi.com.

Participants in a Solicitation
This Presentation is not a solicitation of a proxy from any security holder of BNCC or OppFi. However, OppFi, BNCC and certain of their respective directors and executive officers may be deemed to be participants in a solicitation of proxies from the stockholders of BNCC in respect of the proposed transaction. Information about OppFi's directors and executive officers is available in its Annual Report on Form 10-K for the year ended December 31, 2025 and other documents filed by OppFi with the SEC. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the proxy statement/prospectus and other relevant materials to be filed with the SEC when they become available. Free copies of this document may be obtained as described in the preceding paragraph.

This Presentation shall not constitute an offer to sell or the solicitation of an offer to buy any securities of OppFi or a solicitation of any vote or approval with respect to the proposed transaction by OppFi or BNCC, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the U.S. Securities Act of 1933, as amended.

Forward-Looking Statements
This Presentation includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. OppFi's actual results may differ from its expectations, estimates and projections and consequently, you should not rely on these forward-looking statements as predictions of future events. Words such as "expect," "estimate," "project," "budget," "forecast," "anticipate," "intend," "plan," "may," "will," "could," "should," "believes," "predicts," "potential," "possible," "continue," "vision," and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. These forward-looking statements include, without limitation, statements regarding OppFi's proposed acquisition of BNCC, including the anticipated timing, structure, benefits, and strategic rationale of such transactions, OppFi's expectations with respect to the geographic expansion and product diversification that may come from the acquisition, OppFi's expectations with respect to simplifying its corporate structure, OppFi's expectations with respect to its full year 2026 guidance, the future performance of OppFi's platform and underwriting models, and expectations for OppFi's growth and future financial performance. These forward-looking statements are based on OppFi's current expectations and assumptions about future events and are based on currently available information as to the outcome and timing of future events. These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. Most of these factors are outside OppFi's control and are difficult to predict. Factors that may cause such differences include, but are not limited to, risks related to the proposed acquisition of BNCC and the related corporate restructuring transactions, including the risk that the transactions may not be completed in a timely manner or at all; the failure to satisfy closing conditions or obtain required regulatory approvals (and the risk that such approvals may result in the imposition of conditions that could adversely affect the combined company or the expected benefits of the proposed transaction); the occurrence of any event, change or other circumstances that could give rise to the right of one or both of the parties to terminate the definitive merger agreement, including the payment of any termination fee due thereunder; the impact of the transactions on OppFi's governance structure; integration or execution challenges; adverse reactions from customers or stockholders; the impact of general economic conditions, including economic slowdowns, inflation, interest rate changes, recessions, the impact of tariffs, and tightening of credit markets on OppFi's business; the impact of challenging macroeconomic and marketplace conditions; the impact of stimulus or other government programs; whether OppFi will be successful in obtaining declaratory relief against the Commissioner of the Department of Financial Protection and Innovation for the State of California; whether OppFi will be subject to AB 539; whether OppFi's bank partners will continue to lend in California and whether OppFi's financing sources will continue to finance the purchase of participation rights in loans originated by OppFi's bank partners in California; OppFi's ability to scale and grow the Bitty business; the impact that events involving financial institutions or the financial services industry generally, such as actual concerns or events involving liquidity, defaults, or non-performance, may have on OppFi's business; risks related to any material weakness in OppFi's internal controls over financial reporting; the ability of OppFi to grow and manage growth profitably and retain its key employees; risks related to new products; risks related to evaluating and potentially consummating acquisitions; concentration risk; risks related to OppFi's ability to comply with various covenants in its corporate and warehouse credit facilities; risks related to potential litigation; changes in applicable laws or regulations, including, but not limited to, impacts from the One Big Beautiful Bill Act; the possibility that OppFi may be adversely affected by other economic, business, and/or competitive factors; and other risks and uncertainties indicated from time to time in OppFi's filings with the United States Securities and Exchange Commission, in particular, contained in the section captioned "Risk Factors." OppFi cautions that the foregoing list of factors is not exclusive, and readers should not place undue reliance upon any forward-looking statements, which speak only as of the date made. OppFi does not undertake or accept any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements to reflect any change in its expectations or any change in events, conditions or circumstances on which any such statement is based.

Non-GAAP Financial Measures
This Presentation includes certain non-GAAP financial measures that are unaudited and do not conform to GAAP, such as Adjusted Net Income, Adjusted EPS, Adjusted EPS accretion, adjusted return on assets and adjusted return on equity. Adjusted EBT is defined as Net Income, adjusted for (1) income tax expense; (2) change in fair value of warrant liabilities; (3) other adjustments, net; and (4) other income. Adjusted Net Income is defined as Adjusted EBT as defined above, adjusted for taxes assuming a tax rate for each period presented that reflects the U.S. federal statutory rate of 21% and a blended statutory rate for state income taxes, in order to allow for a comparison with other publicly traded companies. Adjusted EPS is defined as Adjusted Net Income as defined above, divided by weighted average diluted shares outstanding, which represents shares of both classes of common stock outstanding and includes the impact of dilutive securities, such as restricted stock units, performance stock units, and stock options. These non-GAAP financial measures have not been prepared in accordance with accounting principles generally accepted in the United States and may be different from non-GAAP financial measures used by other companies. OppFi believes that the use of these non-GAAP financial measures provides an additional tool for investors to use in evaluating ongoing operating results and trends. These non-GAAP measures with comparable names should not be considered in isolation from, or as an alternative to, financial measures determined in accordance with GAAP. A reconciliation of projected 2027 and 2028 Adjusted EPS accretion and projected 2028 adjusted return on assets and adjusted return on equity generation of the combined company to the most directly comparable GAAP financial measures is not included in this Presentation because, without unreasonable efforts, the Company is unable to predict with reasonable certainty the amount or timing of non-GAAP adjustments that are used to calculate these measures.

Our Vision:

OppFi Bank

A Technology-Driven Next-Gen Bank For Everyday Americans

- Expanded Credit Access
- Reduced Complexity
- Diversified Product Offerings

OppFi

\+

BNCCORP

Vision:

A next-generation online banking experience that utilizes modern technology to provide financial inclusion to underserved Americans

A compelling, strategic combination designed to:

1. Increase credit access and enhance product offerings
2. Enable geographic expansion and product diversification
3. Reduce regulatory ambiguity and provide operational simplification
4. Lower funding costs
5. Strengthen the balance sheet and scale profitability
6. Realize synergies and maximize shareholder value

BNCCORP Transaction Highlights

Launches OppFi's Banking Platform

BNCCORP Overview

- BNCCORP, Inc. ("BNCC") is the bank holding company of BNC National Bank ("BNC"), a diversified community bank serving the North Dakota and Arizona markets
- Three primary areas of focus:
  - Commercial Banking
  - Retail Banking
  - Wealth Management
- BNC 2025 Financial Highlights:
  - Gross Loans Held for Investment: $739mm
  - Total Assets: $1,099mm
  - Total Deposits: $978mm
  - Net Income: $10mm

Terms of Transaction

- ~$130mm for 100% of the common stock of BNCC
  - BNCC stockholders will receive $19.375 per share in cash, and 1.90 shares of OppFi Class A common stock for each BNCC share
  - Consideration represents approximately 1.2x of BNCC's book value of $107 million for the period ending December 31, 2025
- The transaction consideration implies approximately 53% cash and 47% OppFi Class A common stock based on OppFi stock price at signing
- OppFi stockholders will own ~93% and BNCC stockholders will own ~7% of the combined company

Approvals and Closing Effects

- Transaction has been unanimously approved by the boards of both companies
- Transaction is subject to BNCC stockholder approval, regulatory approvals from the OCC, the Federal Reserve and the FDIC and other customary closing conditions
- No vote of OppFi's stockholders is required in connection with the transaction
- Anticipated closing in the fourth quarter of 2026, subject to regulatory and BNCC stockholder approvals
- Transaction is expected to be 25%+ accretive to Adjusted EPS[1] in the first year post-Closing, and is expected to be 50%+ accretive by the third year post-Closing

1. Adjusted EPS is a non-GAAP financial measure. See the disclaimer on "Non-GAAP Financial Measures" on slide 2 for a detailed description of such non-GAAP financial measures.

Complementary Platforms to Maximize Potential

A combination would create a digital banking and financial services platform for the everyday American

	BNCCORP	OppFi	Combined
Mission-Driven Model Focused on the Everyday American	☑	☑	☑
High-Retention Customer Relationships	☑	☑	☑
Readily-Available, Low-Cost Funding	☑	☒	☑
Broad Customer Distribution	☒	☑	☑
Diverse Product Offerings	☑	☒	☑
Tech-Enabled Customer Service	☒	☑	☑
Proprietary Underwriting Driven by Machine Learning	☒	☑	☑
Compliance-Focused Management Team	☑	☑	☑

Bank Products

The combined entity's product suite is intended to leverage each company's strengths to provide enhanced banking services locally and nationally

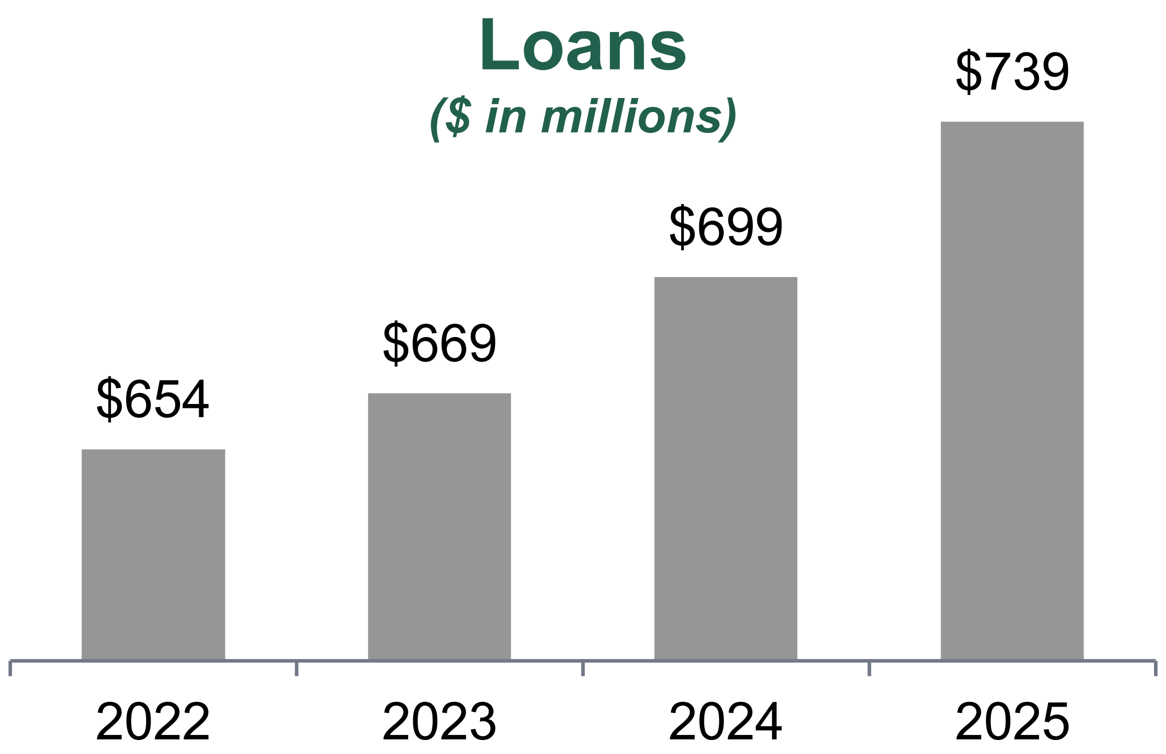
		OppFi	BNCCORP	Combined
Lending	Consumer Lines of Credit	✓	✓	✓+
Lending	Consumer Installment Loans	✓	✓	✓+
Lending	Small Business Lines of Credit	✓	✓	✓+
Lending	Small Business Installment Loans	✓	✓	✓+
Lending	Revenue-based Financing	✓		✓+
Lending	Commercial Real Estate		✓	✓+
Lending	SBA Loans		✓	✓+
Lending	Agriculture Loans		✓	✓+
Funding	Business Checking Accounts		✓	✓+
Funding	Consumer Checking Accounts		✓	✓+
Funding	Savings Products		✓	✓+
Funding	Cash Management		✓	✓+
Activity	Trust & Wealth Management Services		✓	✓+
Activity	Retirement Plan Administration		✓	✓+

- **Trusted financial institution providing personalized banking solutions tailored to the unique needs of its clients**
- **Focused on catering to the needs of the underserved small and mid-sized business markets**
- **Fosters lasting relationships built on integrity, reliability and exceptional customer service**
- **Consistent and disciplined approach to balance sheet management providing for a strong and stable platform for growth**
- **Diversified, low-risk loan portfolio driving industry-leading credit performance**
- **SBA preferred lender with proven underwriting capabilities**

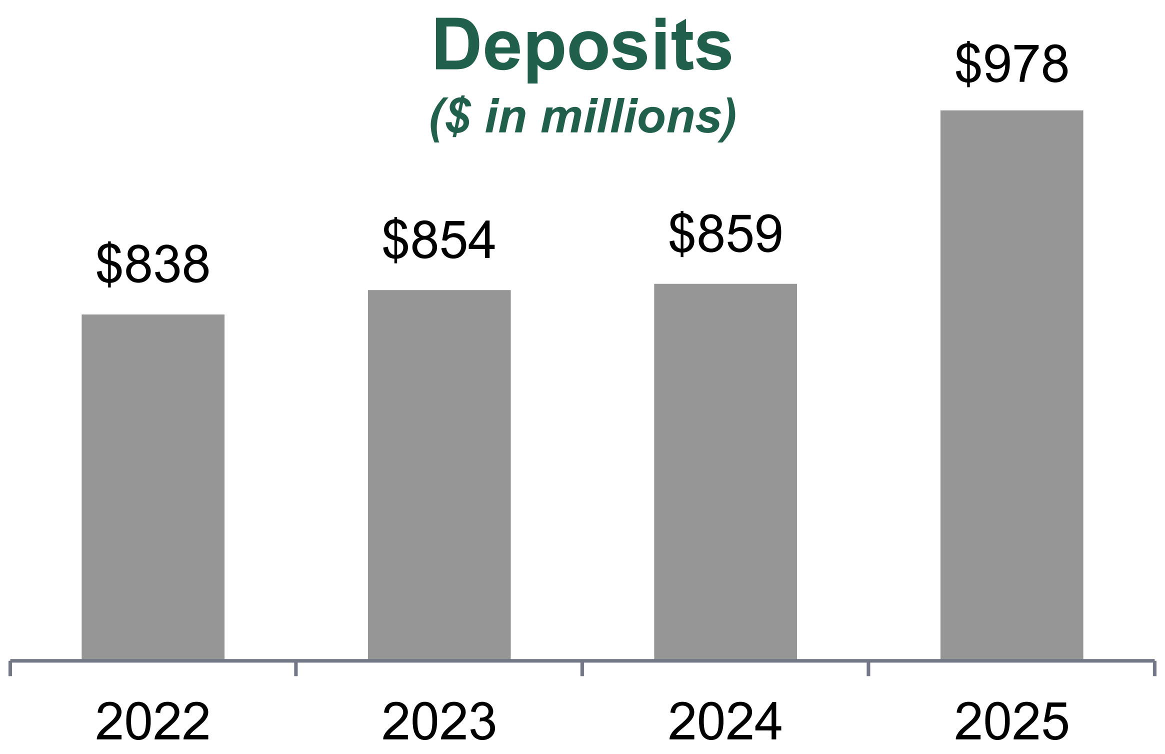
BNC National Bank

Data as of year-end 2025

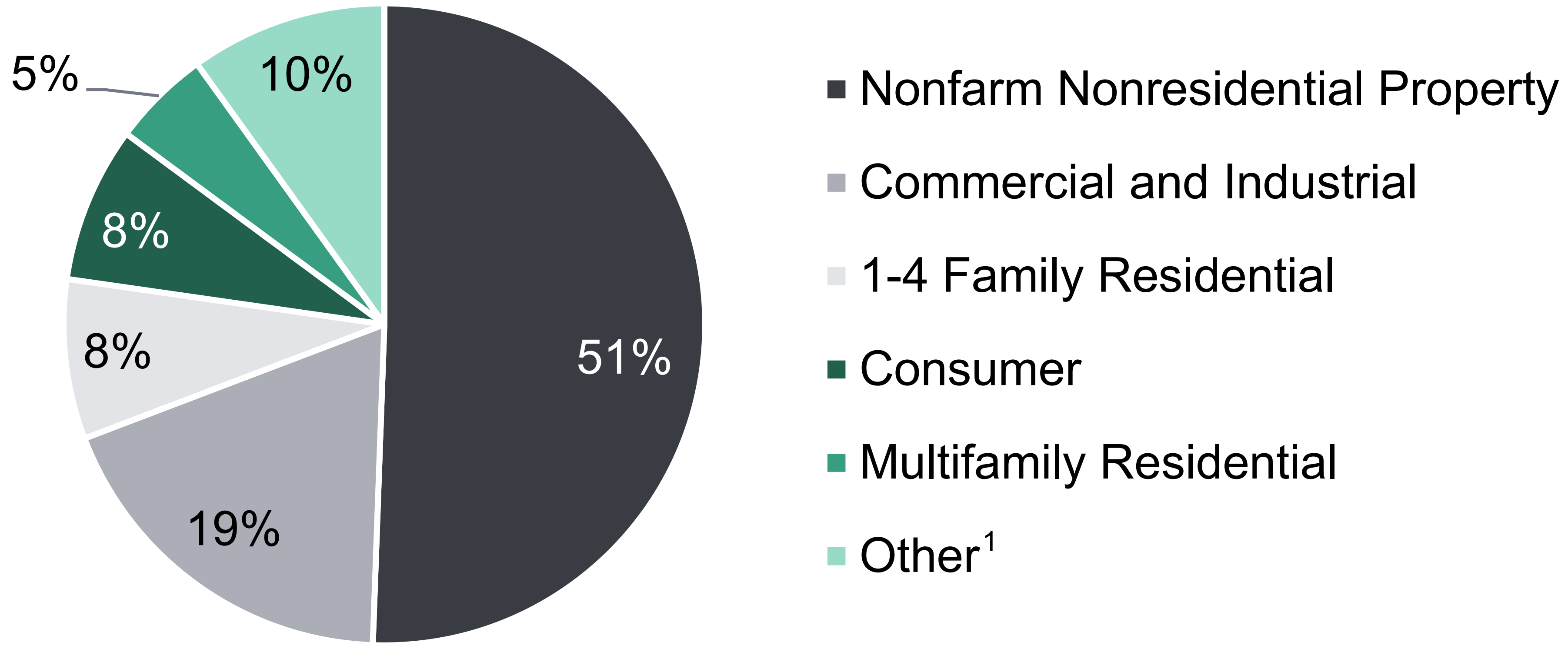
~$1.1 Billion in Assets



$978 Million in Deposits



Loan Portfolio



Note: Data as of 12/31/2025 unless otherwise noted per BNC Call Report

1. Includes Construction & Land Development Loans, Loans Secured by Farmland, Agricultural Production & Farming Loans, and Obligations of States and Political Subdivisions in the U.S.

Transaction Summary

Consideration	• OppFi will acquire BNCCORP, Inc. (“BNCC”) and its wholly owned subsidiary, BNC National Bank (“BNC” or the “Bank”), for an aggregate purchase value of approximately $130mm • Represents a Price / Book Value at announcement of approximately 1.2x • A combination of approximately 53% cash and 47% OppFi Class A common stock based on OppFi stock price at signing • OppFi stockholders will own ~93% and BNCCORP stockholders will own ~7% of the combined company
Leadership	• OppFi will become a bank holding company and plans to contribute substantially all of its assets, liabilities and operations into its bank subsidiary, BNC, to be renamed OppFi Bank, N.A. (“OppFi Bank”) • BNC will continue normal operations as a community banking division within OppFi Bank and will continue to be led by Dan Collins and the existing BNC management team; Michael Vekich will serve on the board of directors of OppFi Bank • Todd Schwartz will lead the combined company as CEO and Executive Chairman
Synergies	• Anticipated synergies of $60mm+ in the first year post-Closing, $90mm+ in the second year post-Closing and $115mm+ in the third year post-Closing • Revenue synergies expected from geographic expansion and cross-selling opportunities across consumer and commercial lending • OppFi will be able to leverage BNC’s best-in-class capabilities and industry relationships to grow existing business lines • Transaction will mitigate existing reliance on third-party lending partners, providing regulatory clarity and enhancing revenue resiliency
Approvals and Closing	• Transaction subject to regulatory approvals from the OCC, the Federal Reserve and the FDIC; also subject to customary closing conditions • Transaction subject to BNCCORP stockholder approval • Anticipated Closing in the fourth quarter of 2026, subject to regulatory and BNCC stockholder approvals

Anticipated Strategic and Financial Benefits

Strategic Benefits	**Increased Platform Simplification and Scalability** • National bank charter enables OppFi to operate under a single, scalable operating model • Operating under federal oversight will simplify compliance by replacing state-by-state regulations with a single supervisory framework **Geographic Expansion** • National bank charter allows products to be distributed nationally, increasing credit access to underbanked communities **Diversification of Product Offerings** • Acquisition will allow OppFi to expand its offerings through additional consumer & commercial loan products and new savings products • Opportunity to leverage BNC's industry relationships and cross-sell products across customer bases
Financial Benefits	**Improved Earnings Profile** • Expanded product offerings, state expansion and a lower cost of funding will help OppFi increase its margins, improving profitability • Reduces reliance on third-party lending partners allowing OppFi to capture increased economics from its loans **Balance Sheet Reinforcement** • Following the transaction, the pro forma combined balance sheet is expected to maintain strong capital ratios and the ability to support increased loan origination • OppFi's Pro Forma assets will increase by over $1.0 billion **Readily-Available, Low-Cost Funding** • Pro forma funding mix will now include low-cost deposits, which carry a cost of less than 2%

Transaction is expected to be 25%+ accretive to Adjusted EPS[1] in the first year post-Closing, 40%+ accretive in the second year post-Closing and 50%+ accretive in the third year post-Closing

1. Adjusted EPS is a non-GAAP financial measure. See the disclaimer on "Non-GAAP Financial Measures" on slide 2 for a detailed description of such non-GAAP financial measures.

Pro Forma Combined Anticipated Financial Profile

- The pro forma business will maintain regulatory capital in excess of well-capitalized thresholds at both the consolidated and bank levels
- Strong pro forma profitability margins with net interest income margins of 90%+ and net income margins of 25%+ beyond 2026
- Ability to materially lower cost of funds through the use of BNCCORP's core deposit base
- Opportunity to leverage OppFi's proprietary underwriting model and technology to reduce operating costs and improve efficiency ratios
- Adjusted ROE[1] and ROA[1] generation of 35%+ and 10%+ by 2028, respectively

Illustrative Bank Holding Company and Bank Subsidiary at Closing

Consolidated Balance Sheet	December 31, 2025 OppFi Standalone	December 31, 2025 BNCC Standalone	Estimated Pro Forma at Close
Total Assets	$754mm	$1,100mm	$2,000mm
Loans	$546mm	$739mm	$1,400mm
Deposits	--	$972mm	$1,000mm

Pro Forma Operating Target Metrics

Capital Adequacy	
Regulatory Capital (%) • CET1, Tier 1 and Total Capital Ratios • Leverage and Tangible Capital Ratios	Well Above Capitalized Thresholds

Earnings & Profitability Targets	
Cost of Deposits (%)	Under 3%
Net Interest Margin (%)	Over 90%
Adjusted Net Income Margin[1] (%)	Over 25%
Adjusted ROE[1] (%)	Over 35%
Adjusted ROA[1] (%)	Over 10%

1. Adjusted Net Income Margin, Adjusted ROE and Adjusted ROA are non-GAAP financial measure. See the disclaimer on "Non-GAAP Financial Measures" on slide 2 for a detailed description of such non-GAAP financial measures.

Appendix

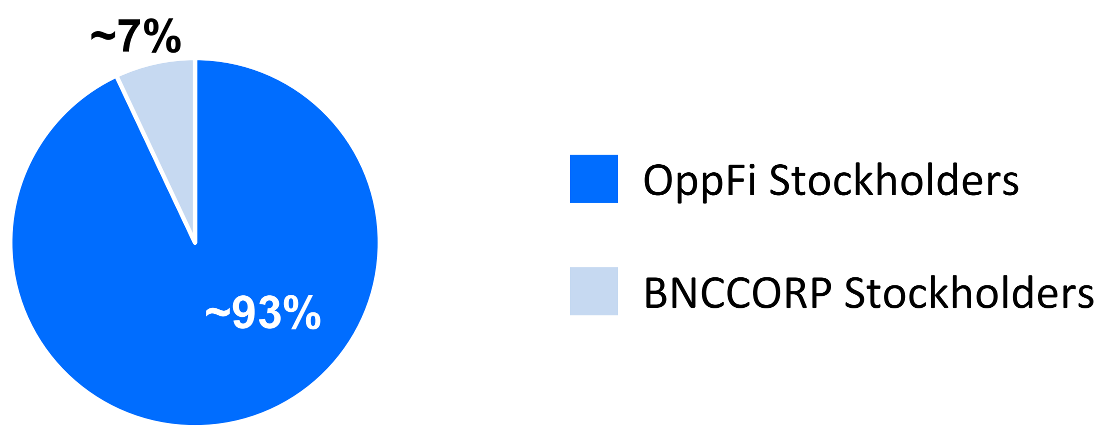
Key Assumptions and Transaction Metrics

Earnings Estimates	• OppFi based on 2027 consensus estimates and grown 10% annually thereafter • BNCCORP based on management guidance
Synergies	• Incorporates identified revenue and operational synergies • Includes incremental costs associated to company integration • Additional cost savings achieved from using lower cost of deposits to fund originations not contemplated in model
Model Assumptions	• Transaction-related expenses incorporated at Closing • Assumes 24% tax rate for illustrative purposes • Anticipated closing in the fourth quarter of 2026, subject to regulatory and BNCC stockholder approvals
Other Assumptions	• Based on common shares outstanding of 86.0mm and 3.6mm for OppFi and BNCCORP, respectively, with 6.8mm shares of OppFi common stock to be issued in the transaction • Deposit growth per management guidance, does not assume additional reliance on brokered deposits • Purchase accounting adjustments not contemplated in model

Transaction Metrics

($MM, except per share data)	
Exchange Ratio	1.90x
OppFi Share Price (as of 4/28/2026)	$9.01
Price per Share of Stock Consideration	**$17.12**
Price per Share of Cash Consideration	**$19.375**
BNCCORP Shares Outstanding (mm)	3.582
Total Consideration Paid to BNCCORP Stockholders	**$130.7**
Implied Price to Book Value	**1.2x**

Implied Pro Forma Ownership



PUBLIC EXHIBIT E

Form of Newspaper Notice

Merger-Related Notice – In connection with the Merger, the below notice will be published in the *Arizona Republic* and the *Chicago Tribune* on July 1, 2026, providing notice of the Federal Reserve Application to Become a Bank Holding Company and/or Acquire an Additional Bank or Bank Holding Company (FR Y-3) by OppFi Inc.

NOTICE OF APPLICATION FOR FORMATION OF BANK HOLDING COMPANY

OppFi Inc., Chicago, Illinois, has applied to the Board of Governors of the Federal Reserve System for permission to become a bank holding company by acquiring BNCCORP, Inc., Bismarck, North Dakota 58502, and thereby indirectly acquiring BNC National Bank, with its main office in Glendale, Arizona 85308. Following the acquisition, BNC National Bank is expected to merge with and into OppFi Interim Bank, National Association, a temporary interim national bank to be formed to facilitate the proposed transaction, with BNC National Bank to continue as the resulting bank. The resulting bank's main office will be in Salt Lake City, Utah. The Federal Reserve considers a number of factors in deciding whether to approve the application/notice including the record of performance of banks we own in helping to meet local credit needs.

You are invited to submit comments in writing on this application/notice to Christopher Koopmans, Senior Vice President Federal Reserve Bank of Chicago, 230 South LaSalle Street, Chicago, IL 60604. The comment period will not end before July 31, 2026 and may be somewhat longer. The Board's procedures for processing applications/notices may be found at 12 C.F.R. Part 262. Procedures for processing protested applications/notices may be found at 12 C.F.R. 262.25. To obtain a copy of the Federal Reserve Board's procedures, or if you need more information about how to submit your comments on the application/notice, contact Suchi Saxena, Community Affairs Officer and Vice President, Community Development, at (312) 322-4357; to request a copy of an application, contact Christopher Koopmans at (312) 322-8119. The Federal Reserve will consider your comments and any request for a public meeting or formal hearing on the application/notice if they are received in writing by the Reserve Bank on or before the last day of the comment period.

<u>Bank Merger-Related Notice</u> – In connection with the Bank Merger, the below notice will be published in the *Salt Lake Tribune* and the *Arizona Republic* on July 1, 2026 and July 8, 2026, in the *Arizona Republic* on July 25, 2026, and in the *Salt Lake Tribune* on July 26, 2026 providing notice of the application for the formation of OppFi Interim Bank by OppFi Inc. and the OCC Interagency Bank Merger Act Application by OppFi Interim Bank, National Association.

NOTICE OF BANK MERGER APPLICATION AND INTERIM CHARTER APPLICATION

Notice is given that application has been made to the Office of the Comptroller of the Currency, 1050 17th St., Suite 1500, Denver, CO 80265, for consent to merge OppFi Interim Bank, National Association, a temporary interim national bank with its main office in Salt Lake City, Utah, with BNC National Bank, a national banking association with its main office at 20175 North 67th Avenue, Glendale, Arizona 85308, (the "Bank Merger").

Upon consummation of the Bank Merger, the resulting bank will be renamed. Following the Bank Merger, it is contemplated that the resulting bank's main office will be in Salt Lake City, Utah. It is contemplated that the branch offices of the above-named banks will continue to operate.

Notice is given that application has been made to the Office of the Comptroller of the Currency, 1050 17th St., Suite 1500, Denver, CO 80265, to form OppFi Interim Bank, National Association for the purpose of facilitating the Bank Merger described above.

These transactions are also contingent upon obtaining all necessary approvals from the Board of Governors of the Federal Reserve System for OppFi Inc. to acquire BNCCORP, Inc. and BNC National Bank and become a bank holding company.

This notice is published pursuant to 12 USC 1828(c) and 12 CFR 5. Anyone may submit written comments on this application by July 31, 2026 to: John (J.J.) Hansen, Director for Licensing, Office of the Comptroller of the Currency, 1050 17th St., Suite 1500, Denver, CO 80265 or by emailing LicensingPublicComments@occ.treas.gov.

Requests for a copy of the public file on the application should be made to John (J.J.) Hansen, Director for Licensing, Office of the Comptroller of the Currency, 1050 17th St., Suite 1500, Denver, CO 80265 or by emailing Licensing@occ.treas.gov.

Date: July 1, 2026

BNC National Bank, Glendale, Arizona
OppFi Interim Bank, National Association, Salt Lake City, Utah

<u>Non-Bank Merger-Related Notice</u>: In connection with the Non-Bank Merger, the below notice will be published in the *Salt Lake Tribune* and the *Chicago Tribune* on July 1, 2026, July 8, 2026, and July 26, 2026 providing notice of the application for the OCC Interagency Bank Merger Act Application and the FDIC Interagency Bank Merger Act Application by OppFi Interim Bank, National Association and OppFi Bank, National Association.

NOTICE OF NONBANK AFFILIATE MERGER APPLICATION

Notice is given that application has been made to the Office of the Comptroller of the Currency, 1050 17th St., Suite 1500, Denver, CO 80265 and the Federal Deposit Insurance Corporation, 1100 Walnut St, Suite 2100, Kansas City, MO 64106 for consent to merge OppFi Bank, National Association, a national banking association with its main office in Salt Lake City, Utah, with Opportunity Financial, LLC, a Delaware limited liability company and nonbank affiliate of OppFi Bank, National Association, with its main office at Chicago, Illinois, (the "Non-Bank Merger"). It is contemplated that the main offices and branch offices of OppFi Bank, National Association will continue to operate.

This transaction is also contingent upon obtaining all necessary approvals from the Board of Governors of the Federal Reserve System for OppFi Inc. to acquire BNCCORP, Inc. and BNC National Bank and become a bank holding company and from the Office of the Comptroller of the Currency for OppFi Interim Bank, National Association to merge with BNC National Bank, with the resulting bank renamed to OppFi Bank, National Association.

This notice is published pursuant to 12 USC 1828(c), 12 CFR 5 and 12 CFR 303.

Anyone may submit written comments on this application by July 31, 2026 to: John (J.J.) Hansen, Director for Licensing, Office of the Comptroller of the Currency, 1050 17th St., Suite 1500, Denver, CO 80265 or by emailing LicensingPublicComments@occ.treas.gov.

Requests for a copy of the public file on the application should be made to John (J.J.) Hansen, Director for Licensing, Office of the Comptroller of the Currency, 1050 17th St., Suite 1500, Denver, CO 80265 or by emailing Licensing@occ.treas.gov.

Any person wishing to comment on this application may also file his or her comments in writing with the regional director of the Federal Deposit Insurance Corporation at the appropriate FDIC office: Jessica Kaemingk, Regional Director, Federal Deposit Insurance Corporation, 1100 Walnut St, Suite 2100, Kansas City, MO 64106 not later than July 31, 2026. The non-confidential portions of the application are on file at the appropriate FDIC office and are available for public inspection during regular business hours. Photocopies of the nonconfidential portion of the application file will be made available upon request.
Date: July 1, 2026

Opportunity Financial, LLC, Chicago, Illinois
OppFi Bank, National Association, Salt Lake City, Utah

PUBLIC EXHIBIT F

Form of Voting and Restriction Agreement

Execution Version

VOTING AND RESTRICTION AGREEMENT

THIS VOTING AND RESTRICTION AGREEMENT, dated as of April 28, 2026 (the "Agreement"), is by and among OppFi, Inc., a Delaware corporation ("Parent"), BNCCORP, Inc., a Delaware corporation (the "Company"), and the holder of the Securities (as defined below) set forth on Schedule A hereto (the "Holder").

W I T N E S S E T H:

WHEREAS, Parent, Birch Merger Sub, LLC, a Delaware limited liability company and a direct wholly-owned subsidiary of Parent ("Merger Sub"), and the Company are entering into an Agreement and Plan of Merger, dated as of the date hereof (as the same may be amended or supplemented in accordance with its terms from time to time, the "Merger Agreement") providing for, among other things, (i) the merger of the Company with and into Merger Sub (the "First Merger"), with Merger Sub continuing as the surviving entity, and (ii) immediately following the First Merger, the merger of an interim national bank and wholly owned subsidiary of Parent to be formed following the date hereof (the "Oak Interim Bank") with and into BNC National Bank, a national bank and direct wholly-owned subsidiary of the Company, with BNC National Bank continuing as the surviving entity (together with the First Merger, the "Mergers"), in each case, on the terms and subject to the conditions of the Merger Agreement;

WHEREAS, the Holder is the Beneficial Owner (as defined below) of the number of shares of common stock, par value $0.01 per share, of the Company (the "Company Common Stock") set forth opposite the Holder's name on Schedule A hereto (collectively, the "Securities");

WHEREAS, upon the consummation of the Mergers, the Holder will be the Beneficial Owner of the number of shares of Class A common stock, par value $0.0001, of Parent ("Parent Common Stock"), equal to an amount equal to the Securities *multiplied by* 1.90 (the "Converted Securities");

WHEREAS, concurrently with the execution and delivery of the Merger Agreement, and as a condition and an inducement to Parent and the Company entering into the Merger Agreement, the Holder is entering into this Agreement with respect to the Securities and the Converted Securities;

WHEREAS, Parent and the Company desire that the Holder agree, and the Holder is willing to agree, among other things, subject to the limitations herein, not to Transfer (as defined below) any of such Holder's Securities, and to vote such Holder's Securities in accordance with the terms of this Agreement; and

WHEREAS, Parent and the Company desire that the Holder agree, and the Holder is willing to agree, among other things, subject to the limitations herein, not to Transfer (as defined below) any of such Holder's Converted Securities for the periods set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
GENERAL

1.1 **Definitions**. This Agreement is one of the "Voting and Restriction Agreements" as defined in the Merger Agreement. Capitalized terms used but not defined herein shall have the meanings set forth in the Merger Agreement.

"Beneficially Own" or "Beneficial Ownership" has the meaning assigned to such term in Rule 13d-3 under the Exchange Act, and a person's beneficial ownership of securities shall be calculated in accordance with the provisions of such Rule (in each case, whether or not such Rule is actually applicable in such circumstance). For the avoidance of doubt, Beneficially Own and Beneficial Ownership shall also include record ownership of securities.

"Beneficial Owners" shall mean persons who Beneficially Own the referenced securities.

"Transfer" means any direct or indirect sale, lease, assignment, exchange, encumbrance, loan, pledge, grant of a security interest, hypothecation, disposition or other similar transfer (by operation of law or otherwise), either voluntary or involuntary, or entry into any contract, option or other arrangement or understanding with respect to any direct or indirect sale, lease, assignment, exchange, encumbrance, loan, pledge, grant of security interest, hypothecation, disposition or other transfer, of or in any Securities or Converted Securities Beneficially Owned by Holder; provided that Transfer shall not include, (i) where the Holder is an entity, any direct or indirect transfer of equity or other interests in the Holder by such Holder's equityholders or (ii) any sale, exchange, or transfer by Holder in connection with a Parent change of control transaction approved by the Board of Directors or stockholders of Parent; provided, further, that an assignment by the Holder in compliance with Section 6.16 shall not be deemed a Transfer hereunder.

ARTICLE II
AGREEMENT TO RETAIN SECURITIES AND CONVERTED SECURITIES

2.1 **Transfer and Encumbrance of Securities**.

(a) From the date hereof until the Termination Date (as defined below), the Holder shall not, with respect to any Securities Beneficially Owned by the Holder, (i) Transfer any such Securities, or (ii) deposit any such Securities into a voting trust or enter into a voting agreement or arrangement with respect to such Securities (other than this Agreement) or grant any proxy or power of attorney with respect thereto, in each case except as expressly permitted herein, in any duly authorized amendment hereto or pursuant to an agreement entered into with, and for the benefit of, Parent and the Company.

(b) Notwithstanding Section 2.1(a), the Holder may (i) Transfer Securities to one or more affiliates if, as a condition to such Transfer, the recipient agrees in writing, in form and substance reasonably satisfactory to the Company and Parent, to be bound by this Agreement and delivers a copy of such executed written agreement to Parent and the Company prior to the consummation of such Transfer, and (ii) Transfer Securities with the prior written consent of Parent and the Company.

2.2 **Additional Purchases; Adjustments**. The Holder agrees that any additional equity securities (or any right or interest therein) of the Company that the Holder purchases or otherwise acquires or with respect to which the Holder otherwise acquires voting power after the execution of this Agreement and prior to the Effective Time shall be subject to the terms and conditions of this Agreement to the same extent as if they constituted the Securities as of the date hereof. In the event of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or the like of the equity securities of the Company affecting the Securities or the Converted Securities, the terms of this Agreement shall apply to the resulting equity securities.

2.3 **Transfers of Converted Securities.**

(a) From the Effective Time until the Termination Date, the Holder shall not, with respect to any Converted Securities Beneficially Owned by the Holder, (i) Transfer any such Converted Securities, or (ii) deposit any such Converted Securities into a voting trust or enter into a voting agreement or arrangement with respect to such Converted Securities (other than this Agreement) or grant any proxy or power of attorney with respect thereto, in each case except as expressly permitted herein, in any duly authorized amendment hereto or pursuant to an agreement entered into with, and for the benefit of, Parent.

(b) Notwithstanding Section 2.3(a), the Holder may (i) from and after the 180th day following the date on which the Effective Time occurs, Transfer up to (but not in excess of) a number of shares of the Converted Securities equal to 50% of the number of Converted Securities originally issued to the Holder in connection with the Effective Time, (ii) from and after the 270th day following the date on which the Effective Time occurs, Transfer up to (but not in excess of) a number of shares of the Converted Securities equal to 75% of the number of Converted Securities originally issued to the Holder in connection with the Effective Time (inclusive, for the avoidance of doubt, of any Transfers made pursuant to clause (i) of this Section 2.3(b)), (iii) Transfer Securities to one or more affiliates if, as a condition to such Transfer, the recipient agrees in writing, in form and substance reasonably satisfactory to Parent, to be bound by this Agreement and delivers a copy of such executed written agreement to Parent prior to the consummation of such Transfer, (iv) Transfer Securities as required by court order or operation of law, and (v) Transfer Securities with the prior written consent of Parent.

(c) For the avoidance of doubt, Holder shall not be restricted under this Agreement from purchasing shares of Parent Common Stock, which shares of Parent Common Stock will not be subject to any restrictions on Transfer under the terms of this Agreement.

2.4 **Unpermitted Transfers; Involuntary Transfers**. Any Transfer or attempted Transfer of any Securities or Converted Securities in violation of this Article II shall, to the fullest extent permitted by Law, be null and void *ab initio* and of no force and effect. In furtherance of the foregoing, the Holder hereby authorizes and instructs Parent or the Company, as applicable, to instruct its transfer agent to enter a stop transfer order to prevent any Transfer of any of the Securities or Converted Securities, as applicable, in violation of this Agreement. If any involuntary Transfer of any of the Holder's Securities or Converted Securities shall occur, the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Securities or Converted Securities, as applicable, subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until valid termination of this Agreement.

ARTICLE III
VOTING

3.1 Agreement to Vote. Prior to the earlier of the Termination Date or the Effective Time, the Holder irrevocably and unconditionally agrees that the Holder shall, at any meeting of the stockholders of the Company (whether annual or special and whether or not an adjourned or postponed meeting), however called, appear at such meeting or otherwise cause the Securities to be counted as present thereat for the purpose of establishing a quorum and vote, or cause to be voted at such meeting, in each case, to the fullest extent that Holder's Securities are entitled to vote thereon, all Securities (a) in favor of the approval of the Mergers and any other proposal considered and voted upon by the stockholders of the Company at any Company Stockholders' Meeting necessary for consummation of the transactions contemplated by the Merger Agreement, including the Mergers; (b) against any Takeover Proposal or Potential Takeover Proposal; (c) against any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of its Subsidiaries; and (d) against any action, proposal or agreement that would reasonably be expected to (i) result in a breach of any covenant, representation or warranty of the Company under the Merger Agreement, in each case, in any material respect, or (ii) prevent or materially delay or adversely affect the consummation of the Mergers. Notwithstanding anything to the contrary in this Agreement, this Section 3.1 **s**hall not require the Holder to be present (in person or by proxy) or vote (or cause to be voted) any of the Securities to amend, modify or waive any provision of the Merger Agreement in a manner that increases the amount or changes the form of the Merger Consideration payable, extends the Outside Date or otherwise adversely affects the Holder (solely in its capacity as such) in any material respect. Notwithstanding anything to the contrary in this Agreement, the Holder shall remain free to vote (or execute consents or proxies with respect to) the Securities with respect to any matter other than as set forth in this Section 3.1 in any manner the Holder deems appropriate.

3.2 Irrevocable Proxy. Subject to the final sentence of Section 3.1, prior to the earlier of the Termination Date or the Effective Time, solely in the event of a failure by the Holder to act in accordance with the Holder's obligations as to voting pursuant to Section 3.1 no later than the third Business Day prior to any meeting at which the stockholders of the Company will consider and vote on any of the matters described in Section 3.1, the Holder hereby irrevocably grants to, and appoints, the Company, and any individual designated in writing by the Company, and each of them individually, as the Holder's proxy and attorney-in-fact (with full power of substitution and including for purposes of Section 212 of the DGCL), for and in the name, place and stead of the Holder, to vote the Securities, or grant a consent or approval in respect of the Securities, in a manner consistent with this Agreement. The Holder understands and acknowledges that the Company is entering into the Merger Agreement in reliance upon the Holder's execution and delivery of this Agreement. The Holder hereby affirms that the irrevocable proxy set forth in this Section 3.2 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Holder under this Agreement. The Holder will take such further action or execute such other instruments as may be reasonably necessary (in the Company's reasonable discretion) to effect the intent of this proxy. The Holder intends this proxy to be irrevocable during the term of this Agreement and coupled with an interest. Notwithstanding the foregoing, the proxy and appointment granted hereby shall be automatically revoked, without any action by the Holder, upon the earlier of the Termination Date or the Effective Time, and the Company may further terminate this proxy at any time at its sole discretion by written notice to the Holder.

ARTICLE IV
ADDITIONAL AGREEMENTS

4.1 Further Assurances. The Holder agrees that from and after the date hereof and until the Termination Date, the Holder shall not, and shall cause the Holder's controlled affiliates not to, take any action that would reasonably be expected to materially adversely affect or materially delay the ability to perform the Holder's covenants and agreements under this Agreement.

4.2 Fiduciary Duties. The Holder is entering into this Agreement solely in the Holder's capacity as the record or Beneficial Owner of the Securities and the Converted Securities and nothing herein is intended to or shall limit or affect any actions taken by the Holder or any of the Holder's designees serving in his or her capacity as a director or officer of the Company or a Subsidiary of the Company. The taking of any actions (or failures to act) by the Holder or any of Holder's designees serving as a director or officer of the Company or a Subsidiary of the Company (in such capacity as a director or officer) shall not be deemed to constitute a breach of this Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF HOLDER

5.1 Representations and Warranties. The Holder hereby represents and warrants to Parent and the Company as follows:

(a) Ownership; Voting Power. As of the date of this Agreement, (i) the Holder has, with respect to the Securities, Beneficial Ownership of and good and valid title to such Securities, (ii) the Securities constitute all of the shares of the Company Common Stock Beneficially Owned by the Holder as of the date hereof, (iii) other than this Agreement or arising under or pursuant to organizational documents of the Company, (A) there are no agreements or arrangements of any kind, contingent or otherwise, to which the Holder is a party obligating the Holder to Transfer or cause to be Transferred to any person any of the Securities, (B) no person has any contractual or other right or obligation to purchase or otherwise acquire any of the Securities and (C) the Holder has sole voting power, sole power of disposition, sole power to Transfer, sole power to issue instructions with respect to the matters set forth herein and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Securities, except for applicable state and federal securities Laws.

(b) Organization; Authority. If the Holder is an entity, the Holder is an entity duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation. The Holder has full power, authority, and if an individual, full legal capacity, and is duly authorized to, make, enter into and carry out the terms of this Agreement and to perform the Holder's obligations hereunder. This Agreement has been duly and validly executed and delivered by the

Holder and (assuming due authorization, execution and delivery by the Company and Parent) constitutes a valid and binding agreement of the Holder, enforceable against the Holder in accordance with its terms (except as may be limited by the Bankruptcy and Equity Exception), and no other action is necessary to authorize the execution and delivery by the Holder or the performance of the Holder's obligations hereunder.

(c) No Violation. The execution, delivery and performance by the Holder of this Agreement will not (i) violate any provision of any Law applicable to the Holder, including any order, judgment or decree applicable to the Holder; or (ii) conflict with, or result in a breach or default under, any agreement or instrument to which the Holder is a party or any term or, where the Holder is an entity, condition of the Holder's certificate of incorporation, bylaws, certificate of formation, limited liability company agreement, trust agreement, or comparable organizational documents, as applicable, except where such conflict, breach or default would not reasonably be expected to, individually or in the aggregate, have an adverse effect on the Holder's ability to satisfy the Holder's obligations hereunder.

(d) Consents and Approvals. The execution and delivery by the Holder of this Agreement, and the performance of the Holder's obligations hereunder, does not require the Holder to obtain any consent, approval, authorization or permit of, or to make any filing with or notification to, any person or Governmental Authority, except such filings and authorizations as may be required under applicable Law (including the Exchange Act).

(e) Absence of Litigation. To the knowledge of the Holder, as of the date hereof, there is no proceeding pending against, or threatened in writing against the Holder that would reasonably be expected to prevent the performance by the Holder of the Holder's obligations under this Agreement.

(f) Absence of Other Voting Agreements. As of the date hereof, except as set forth herein, none of the Securities is subject to any (i) voting trust, proxy or other agreement, arrangement or restriction with respect to voting, in each case, that is inconsistent with or would result in a violation or breach of this Agreement or (ii) pledge agreement pursuant to which the Holder does not retain sole and exclusive voting rights with respect to the Securities subject to such pledge agreement at least until the occurrence of an event of default under the related debt instrument.

ARTICLE VI
MISCELLANEOUS

6.1 No Solicitation. Subject in all cases to Section 4.2, until the earlier of the Effective Time and the date the Merger Agreement is terminated in accordance with its terms, the Holder agrees that the Holder will not, and will cause the Holder's controlled affiliates not to, and will use reasonable best efforts to cause the Holder's Representatives acting on the Holder's behalf not to, directly or indirectly, take any action that would be a breach of Section 5.02(a) of the Merger Agreement (without giving effect to any amendment or modification thereto after the date hereof) to the extent that any of the Company or its Subsidiaries or their respective Representatives are prohibited from taking such action pursuant to Section 5.02 of the Merger Agreement. Notwithstanding the foregoing, to the extent the Company complies with its obligations under

Section 5.02 of the Merger Agreement and participates in discussions or negotiations with a person regarding a Takeover Proposal or Potential Takeover Proposal, the Holder and/or any of the Holder's controlled affiliates and/or the Holder's and his Representatives may engage in discussions or negotiations with such person to the extent that the Company can act under Section 5.02 of the Merger Agreement.

6.2 **Non-Recourse**. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated by this Agreement may only be brought against, the individuals or entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to each party. Except to the extent a named party to this Agreement (and then only to the extent of the specific obligations undertaken by such named party in this Agreement and not otherwise), no past, present or future director, manager, officer, employee, incorporator, member, partner, equityholder, affiliate, agent, attorney, advisor, consultant or Representative or affiliate of any of the foregoing (each, a "Holder Related Party") shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of or made under this Agreement or in respect of any oral representations made or alleged to have been made in connection herewith (whether for indemnification or otherwise) or of or for any claim based on, arising out of, or related to this Agreement or the transactions contemplated by this Agreement; provided, however, that for the avoidance of doubt, nothing contained in this Section 6.2 shall be deemed to limit or otherwise modify the liability of any of the Parent, Merger Sub or the Company under the Merger Agreement. Parent and the Company acknowledge that neither the Holder nor any Holder Related Party has made, and neither Parent nor the Company has relied upon, any representation related to the matters contemplated by this Agreement, except as set forth in Article V.

6.3 **No Ownership Interest**. Nothing contained in this Agreement shall be deemed to vest in Parent or the Company any direct or indirect ownership or incidence of ownership of or with respect to the Securities or the Converted Securities . All rights, ownership and economic benefits of and relating to the Securities and the Converted Securities shall remain vested in and belong to the Holder, and neither Parent nor the Company shall have any authority to exercise any power or authority to direct the Holder in the voting or disposition of any Securities or Converted Securities, except pursuant to Section 3.2 and as otherwise expressly provided herein.

6.4 **Disclosure**. The Holder consents to and authorizes the publication and disclosure by the Company and Parent of the Holder's identity and holding of Securities and the Converted Securities and the terms of this Agreement (including, for avoidance of doubt, the disclosure of this Agreement), to the extent required to be disclosed in any press release, the Form S-4, including the Proxy Statement, as applicable, and any other disclosure document required by applicable Law to be filed with the SEC or other Governmental Authority in connection with the Merger Agreement, the Mergers and the transactions contemplated by the Merger Agreement.

6.5 **Termination**. This Agreement shall terminate at the earlier of (a) the date the Merger Agreement is terminated in accordance with its terms, (b) the date on which the Merger Agreement is amended in a manner that decreases the amount or changes the form of the Merger Consideration payable without the written consent of the Holder (which consent may be denied by the Holder in his sole discretion) and (c) the one-year anniversary of the Closing Date (such date, the "Termination Date"). Neither the provisions of this Section 6.5 nor the termination of this Agreement shall relieve any party hereto from any liability of such party for Willful and Material Breach prior to such termination. For purposes hereof, "Willful and Material Breach" shall mean, with respect to any representation, warranty, covenant or agreement of a party in this Agreement, an action or omission by such party that such party intended to take or not take that is in material breach of such representation, warranty, covenant or agreement that the breaching party takes (or fails to take) (whether or not the intention of such party was to materially breach this Agreement) with knowledge that such action or omission would, or would reasonably be expected to, cause such material breach of such representation, warranty, covenant or agreement.

6.6 Amendments; Waivers. At any time prior to the Effective Time, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of Parent, the Company and the Holder or, in the case of a waiver, by the party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

6.7 Reliance. The Holder understands and acknowledges that Parent and the Company are entering into the Merger Agreement in reliance upon the Holder's execution and delivery of this Agreement.

6.8 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring or required to incur such expenses, whether or not the Mergers are consummated.

6.9 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally or by email; provided, that, with respect to notice by email, no "bounce back" or similar message of nondelivery is received with respect thereto, (b) on the first business day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party hereto to receive such notice:

if to the Holder, to the Holder's address set forth on Schedule A

and

if to Parent, to:

OppFi, Inc.
130 E. Randolph Street
Suite 3400
Chicago, IL 60601
Attention: Marv Gurevich, General Counsel

E-mail: mgurevich@oppfi.com

With a copy (which shall not constitute notice) to:

Sidley Austin LLP
830 Brickell Plaza
Suite 4300
Miami, FL 33131
Attention: Joshua M. Samek
E-mail: jsamek@sidley.com

if to the Company to:

BNCCORP, Inc.
2 East Main Avenue
Bismarck, ND 58501
Attention: Michael Vekich, Chairman
E-mail: vekich@vekich.com

With a copy (which shall not constitute notice) to:

Fredrikson & Byron, P.A.
60 South Sixth Street
Suite 1500
Minneapolis, MN 55402
Attention: Karen L. Grandstrand; Caitlin Houlton Kuntz
E-mail: kgrandstrand@fredlaw.com; choultonkuntz@fredlaw.com

6.10 **Interpretation**. When a reference is made in this Agreement to a Section or an Article such reference shall be to a Section or Article of this Agreement unless otherwise indicated. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any certificate or other document made or delivered pursuant to this Agreement but not otherwise defined therein shall have the meaning as defined in this Agreement. The word "including" and words of similar import when used in this Agreement will mean "including, without limitation," unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to the Agreement as a whole and not to any particular provision in this Agreement. The term "or" is not exclusive. The word "will" shall be construed to have the same meaning and effect as the word "shall." References to days mean calendar days unless otherwise specified. Any agreement or instrument defined or referred to herein or any agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified or supplemented, including by waiver or consent, and references to all attachments thereto and instruments incorporated therein, in each case, to the extent permitted by this Agreement. Any statute or regulation referred to herein means such statute or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of any statute, includes any rules and regulations promulgated under such statute), and references to any section of any statute or regulation include any successor to such section. References to any person include such person's predecessors or successors, whether by merger, consolidation, amalgamation, reorganization or otherwise. Each of the parties hereto has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent arises, this Agreement must be construed as if it is drafted by all the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of authorship of any of the provisions of this Agreement. As used herein, (a) "business day" means any day other than a Saturday, a Sunday or a day on which banks in New York are authorized by Law or executive order to remain closed, (b) the term "person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity, group (as such term is used in Section 13 of the Exchange Act) or organization, including a Governmental Authority, and any permitted successors or assigns of such person, (c) "equity securities" means, with respect to a corporation or other entity, any shares of capital stock or other equity interests of such corporation or other entity, and any options, warrants, convertible notes, or other rights, agreements, or instruments that are directly or indirectly convertible into, or exercisable or exchangeable for, any such shares or other interests, (d) an "affiliate" means as to any person, any other person which, directly or indirectly, controls, or is controlled by, or is under common control with, such person.

6.11 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto. This Agreement may be executed by electronic signature (including .pdf, DocuSign, or similar electronic signature technology), and any such electronic signature shall constitute an original for all purposes.

6.12 No Partnership, Agency or Joint Venture. This Agreement is intended to create, and creates, a contractual relationship and is not intended to create, and does not create, any agency, partnership, joint venture, any like relationship between the parties hereto or a presumption that the parties hereto are in any way acting in concert or as a group with respect to the obligations or the transactions contemplated by this Agreement.

6.13 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

6.14 Entire Agreement. This Agreement (including the schedules hereto) constitutes the entire agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings, among the parties hereto with respect to the subject matter hereof and thereof.

6.15 Governing Law; Venue; Waiver of Jury Trial.

(A) THIS AGREEMENT AND ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT (WHETHER IN

CONTRACT, IN TORT, UNDER STATUTE OR OTHERWISE) SHALL BE GOVERNED BY, AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF DELAWARE, INCLUDING ITS STATUTES OF LIMITATIONS, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS RULES OR PROVISIONS (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

(b) EACH OF THE PARTIES HERETO IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT BY ANY PARTY HERETO OR ITS AFFILIATES AGAINST ANY OTHER PARTY HERETO OR ITS AFFILIATES SHALL BE BROUGHT AND DETERMINED IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, PROVIDED THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, THEN ANY SUCH LEGAL ACTION OR PROCEEDING MAY BE BROUGHT IN ANY FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE AFORESAID COURTS FOR ITSELF AND WITH RESPECT TO ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, WITH REGARD TO ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH OF THE PARTIES HERETO AGREES NOT TO COMMENCE ANY ACTION, SUIT OR PROCEEDING RELATING THERETO EXCEPT IN THE COURTS DESCRIBED HEREIN IN DELAWARE, OTHER THAN ACTIONS IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE ANY JUDGMENT, DECREE OR AWARD RENDERED BY ANY SUCH COURT IN DELAWARE AS DESCRIBED HEREIN. EACH OF THE PARTIES HERETO FURTHER AGREES THAT NOTICE AS PROVIDED HEREIN SHALL CONSTITUTE SUFFICIENT SERVICE OF PROCESS AND THE PARTIES HERETO FURTHER WAIVE ANY ARGUMENT THAT SUCH SERVICE IS INSUFFICIENT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION OR AS A DEFENSE, COUNTERCLAIM OR OTHERWISE, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, (I) ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE COURTS IN DELAWARE AS DESCRIBED HEREIN FOR ANY REASON, (II) THAT IT OR ITS PROPERTY IS EXEMPT OR IMMUNE FROM JURISDICTION OF ANY SUCH COURT OR FROM ANY LEGAL PROCESS COMMENCED IN SUCH COURTS (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OF JUDGMENT, EXECUTION OF JUDGMENT OR OTHERWISE) OR (III) THAT (A) THE SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT IS BROUGHT IN AN INCONVENIENT FORUM, (B) THE VENUE OF SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER OR (C) THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF, MAY NOT BE ENFORCED IN OR BY SUCH COURTS.

(c) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

6.16 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any party hereto without the prior written consent of the other parties hereto, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence and except as set forth in Article II, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

6.17 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that the parties hereto do not perform the provisions of this Agreement in accordance with its terms or otherwise breach such provisions. Accordingly, prior to the termination of this Agreement pursuant to Section 6.5, each party hereto shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the Court of Chancery of the State of Delaware, in each case in accordance with this Section 6.17, provided, that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then in any federal court located in the State of Delaware or any other Delaware state court, this being in addition to any other remedy to which such party hereto is entitled at Law or in equity. Each of the parties hereto hereby further waives (a) any defense in any action for specific performance that a remedy at Law would be adequate and (b) any requirement under any Law to post any bond or other security as a prerequisite to obtaining equitable relief.

6.18 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement and all other conditions and provisions herein shall remain in full force and effect.

6.19 Non-Survival of Representations and Warranties. None of the representations and warranties in this Agreement shall survive the Effective Time.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed or caused this Agreement to be executed in counterparts, all as of the day and year first above written.

OPPFI, INC.

By: ______________________________
Name: ____________________________
Title: _____________________________

BNCCORP, INC.

By: ______________________________
Name: ____________________________
Title: _____________________________

HOLDER

By: ____________________________________
Name: [●]

Schedule A

Name of Holder	Address and Notice Information	Securities	Converted Securities
[●]	[●]	[●]	[●]

PUBLIC EXHIBIT G

Transaction Press Release

OppFi Announces Definitive Agreement to Acquire BNCCORP, Inc. and BNC National Bank and the Elimination of Up-C Structure

Transformative $130 million acquisition combines OppFi's digital-first platform with BNC's national bank platform

Positions OppFi for accelerated geographic expansion and product diversification

Enhances financial profile and strengthens balance sheet to support sustained growth

Expect substantial stockholder value creation with adjusted EPS accretion of 25%+ in 2027 and 40%+ in 2028

CHICAGO, April 29, 2026 — OppFi Inc. (NYSE: OPFI) ("OppFi" or the "Company"), a tech-enabled digital finance platform that partners with banks to offer financial products and services to everyday Americans, today announced it has signed a definitive agreement to acquire BNCCORP, Inc. (OTCQX: BNCC) ("BNCC") and its wholly owned subsidiary, BNC National Bank ("BNC"), in a cash and stock transaction valued at approximately $130 million.

Strategic Acquisition of BNCCORP, Inc.

The transaction unites two complementary, market-leading businesses, combining OppFi's sophisticated online lending platform with BNC's national bank charter and diversified banking infrastructure to create a stronger, more diversified financial services provider. BNC is a nationally chartered commercial bank headquartered in Glendale, AZ, with approximately $1.1 billion in total assets and approximately $1.0 billion in total deposits as of December 31, 2025.

Under the terms of the agreement, BNCC stockholders will receive $19.375 per share in cash, and 1.90 shares of OppFi Class A common stock for each BNCC share owned. OppFi stockholders will own approximately 93% and BNCC stockholders will own approximately 7% of the combined company at closing.

"The transformative combination of OppFi's digital-first platform and BNC's national bank charter unlocks significant opportunities for growth and product diversification," said Todd Schwartz, CEO and Executive Chairman of OppFi. "Combining our operations under unified regulatory supervision by the OCC and Federal Reserve simplifies and strengthens our compliance and risk management. This will position OppFi/BNC for long term scalability and sustainable growth. We are excited to get to work with BNC's team to maximize the strengths of our businesses and continue to find ways to better serve customers who have been traditionally underserved by banks."

Michael Vekich, BNCC Chairman added, "This is an exciting opportunity to align our community-focused banking tradition with OppFi's world-class digital innovation. Together, we will bring new capabilities and product options to customers. This is a significant moment in our proud history."

"This transaction significantly strengthens our capital base, enabling us to maximize our growth potential. With greater financial flexibility and enhanced digital capabilities, we will be well positioned to elevate the customer experience and better serve our customers as their needs continue to evolve," said Dan Collins, BNCC President and CEO.

Compelling Strategic and Financial Benefits

This transaction strengthens OppFi's strategic goals and offers compelling benefits for customers and stockholders, including:

- **Product and Operational Simplification:** Offering centralized lending and deposit products under unified regulatory supervision by the Federal Reserve and Office of the Comptroller of the Currency (OCC), aligning compliance, risk management and back-office operations.
- **Significant Growth and Diversification:** Expanding OppFi's ability to deliver a comprehensive suite of financial products in more states, including Small Business Administration (SBA) lending, secured consumer lending and wealth management.
- **Enhanced Balance Sheet Strength:** Access to BNC's stable, low-cost deposit base— which carries a cost of less than 2%—will provide diversified funding opportunities and lower funding costs.
- **Increased Financial Inclusion:** Leveraging OppFi's machine learning and analytics to allow BNC to serve more individuals and communities with convenient, transparent banking services.

Transaction Details and Leadership

- The transaction has been unanimously approved by the boards of both companies. The transaction is subject to BNCC stockholder approval, regulatory approvals from the OCC, the Federal Reserve and the FDIC, and other customary closing conditions. The transaction is expected to close during the fourth quarter of 2026. No vote of OppFi's stockholders is required in connection with the transaction.
- For the year ending December 31, 2025, BNC generated $51 million of interest income and $10 million in net income. The transaction consideration represents approximately 1.2x of BNCC's book value of $107 million at December 31, 2025.
- OppFi stockholders will own approximately 93% and BNCC stockholders will own 7% of the combined company following closing.
- OppFi expects to generate substantial synergies of at least $60 million in the first year post-closing, over $90 million in the second year post-closing and over $115 million in the third year post-closing. Synergies are based on achievable geographic expansion as well as funding optimization. The business plan does not assume headcount reduction.
- The transaction is expected to be significantly accretive, generating Adjusted EPS accretion of more than 25% in 2027 and more than 40% in 2028
- The combination of OppFi and BNC creates a banking organization that will be well capitalized with significant liquidity, with expected adjusted return on assets and adjusted return on equity generation by 2028 of 10%+ and 35%+, respectively.
- Following the closing, OppFi Inc. will become a bank holding company and plans to contribute substantially all of its assets, liabilities and operations into its bank subsidiary, OppFi Bank, N.A. BNC will continue normal operations as a community banking division within OppFi Bank, and will continue to be led by Dan Collins and the existing BNC management team. Todd Schwartz will lead the combined company as Chief Executive Officer and Executive Chairman. Michael Vekich will serve on the board of directors of OppFi Bank.

Simplifying the Corporate Structure

In addition, OppFi has simplified its corporate structure by collapsing its Up-C structure into a traditional C-Corp model. This strategic shift is designed to achieve tax efficiency and streamline OppFi's accounting and reporting requirements.

As a result of this simplification, all OppFi stockholders now hold Class A common stock with identical economic and voting interests. Opportunity Financial, LLC ("OpCo") has become a wholly-owned subsidiary of OppFi.

“As we continue to evolve, simplifying our corporate structure is a logical step to support the long-term scalability of our platform,” said Schwartz. “By moving to a traditional C-Corp model, we aim to remove administrative complexity and ensure our structure aligns with the rigorous standards of federal bank supervision”.

As part of the reorganization, OppFi has terminated the Tax Receivables Agreement (TRA) dated July 20, 2021. This resulted in an early termination payment at a discounted amount totaling approximately $40.8 million to members subject to the TRA. The step-up triggered by the reorganization, in addition to historical exchanges, has resulted in OppFi recording tax amortizable goodwill in the amount of approximately $466 million. This tax amortizable goodwill is expected to result in approximately $111 million in future cash tax savings for OppFi, subject to tax changes and other conditions, with no associated ongoing tax receivables liability.

The simplification of the corporate structure, including termination of the TRA, was approved by a committee comprised of independent directors of OppFi, that was empowered to negotiate (or oversee the negotiation of) and to reject such transactions, and that was advised by independent Delaware counsel and an independent financial advisor.

Advisors

Sidley Austin LLP is serving as legal advisor and Moelis & Company is serving as financial advisor to OppFi. Fredrikson & Byron P.A. is serving as legal advisor and Piper Sandler & Co. is serving as financial advisor to BNCC.

About OppFi

OppFi (NYSE: OPFI) is a tech-enabled digital finance platform that partners with banks to offer financial products and services to everyday Americans. Through this transparent and responsible platform, which emphasizes financial inclusion and exceptional customer experience, the Company assists consumers who are underserved by traditional financing options in building improved financial health. OppLoans by OppFi maintains a 4.4/5.0 star rating on Trustpilot based on over 5,400 reviews, positioning the Company among the top consumer-rated financial platforms online. OppFi also holds a 35% equity interest in Bitty Holdings, LLC (“Bitty”), a credit access company that provides revenue-based financing and other working capital solutions to small businesses. For additional information, please visit oppfi.com.

About BNC

BNC National Bank is a community-focused commercial bank headquartered in Glendale, Arizona and operating as a subsidiary of BNCCORP, Inc., providing a broad range of financial services to individuals and small-to-medium-sized businesses across markets such as North Dakota and Arizona. Founded in 1987, the bank emphasizes relationship-driven banking, offering core products including checking and savings accounts, commercial and consumer loans, wealth management, and digital banking services, with a particular strength in business financing and SBA lending. Its model is centered on customer service, positioning the bank as a stable, regionally focused institution that supports economic activity in its communities while complementing traditional banking with modern online and mobile capabilities.

Important Additional Information will be Filed with the SEC

In connection with the proposed transaction, OppFi Inc. will file with the U.S. Securities and Exchange Commission (the “SEC”) a registration statement on Form S-4 (the “registration statement”), which will contain a proxy statement of BNCCORP, Inc. and a prospectus of OppFi (the “proxy statement/prospectus”), and OppFi may file with the SEC other relevant documents regarding the proposed transaction. INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE REGISTRATION STATEMENT AND THE PROXY STATEMENT/PROSPECTUS CAREFULLY AND IN THEIR ENTIRETY AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC BY OPPFI, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THOSE DOCUMENTS, WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN

IMPORTANT INFORMATION ABOUT OPPFI, BNC AND THE PROPOSED TRANSACTION. A definitive copy of the proxy statement/prospectus will be mailed to stockholders of BNCC when that document is final. Investors and security holders will be able to obtain the registration statement and the proxy statement/prospectus, as well as other filings containing information about OppFi, free of charge from OppFi or from the SEC's website when they are filed by OppFi. The documents filed by OppFi with the SEC may be obtained free of charge at OppFi's website, at https://investors.oppfi.com/financials/sec-filings/default.aspx, or by requesting them by mail at 130 E. Randolph Street, Suite 3400, Chicago, IL 60601 or by email at corporate.secretary@oppfi.com.

Participants in a Solicitation

This communication is not a solicitation of a proxy from any security holder of BNCC or OppFi. However, OppFi, BNCC and certain of their respective directors and executive officers may be deemed to be participants in a solicitation of proxies from the stockholders of BNCC in respect of the proposed transaction. Information about OppFi's directors and executive officers is available in its Annual Report on Form 10-K for the year ended December 31, 2025 and other documents filed by OppFi with the SEC. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the proxy statement/prospectus and other relevant materials to be filed with the SEC when they become available. Free copies of this document may be obtained as described in the preceding paragraph.

This communication shall not constitute an offer to sell or the solicitation of an offer to buy any securities of OppFi or a solicitation of any vote or approval with respect to the proposed transaction by OppFi or BNCC, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the U.S. Securities Act of 1933, as amended.

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Forward-Looking Statements

This press release includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. OppFi's actual results may differ from its expectations, estimates and projections and consequently, you should not rely on these forward-looking statements as predictions of future events. Words such as "expect," "estimate," "project," "budget," "forecast," "anticipate," "intend," "plan," "may," "will," "could," "should," "believes," "predicts," "potential," "possible," "continue," and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. These forward-looking statements include, without limitation, statements regarding OppFi's proposed acquisition of BNCC, including the anticipated timing, structure, benefits and strategic rationale of such transactions, OppFi's expectations with respect to the geographic expansion and product diversification that may come from the acquisition, OppFi's expectations with respect to simplifying its corporate structure, OppFi's expectations with respect to its full year 2026 guidance, the future performance of OppFi's platform and underwriting models, and expectations for OppFi's growth and future financial performance. These forward-looking statements are based on OppFi's current expectations and assumptions about future events and are based on currently available information as to the outcome and timing of future events. These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. Most of these factors are outside OppFi's control and are difficult to predict. Factors that may cause such differences include, but are not limited to, risks related to the proposed acquisition of BNCC and the related corporate restructuring transactions, including the risk that the transactions may not be completed in a timely manner or at all; the failure to satisfy closing conditions or obtain required regulatory approvals (and the risk that such approvals may result in the imposition of conditions that could adversely affect the combined company or the expected benefits of the proposed transaction); the occurrence of any event, change or other circumstances that could give rise to the right of one or both of the parties to terminate the definitive merger agreement, including the payment of any termination fee due thereunder; the impact of the transactions on OppFi's governance structure; integration or execution challenges; adverse reactions from customers or stockholders; the impact of general economic conditions, including economic slowdowns, inflation, interest rate changes, recessions, the impact of tariffs, and tightening of credit markets on OppFi's business; the impact of challenging macroeconomic and marketplace conditions; the impact of stimulus or other government programs; whether OppFi will be successful in obtaining declaratory relief against the Commissioner of the Department of Financial Protection and Innovation for the State of California; whether OppFi will be subject to AB 539; whether OppFi's bank partners will continue to lend in California and whether OppFi's financing sources will continue to finance the purchase of participation rights in loans originated by OppFi's bank partners in California; OppFi's ability to scale and grow the Bitty business; the impact that events involving financial institutions or the financial services industry generally, such as actual concerns or events involving liquidity, defaults, or non-performance, may have on OppFi's business; risks related to any material weakness in OppFi's internal controls over financial reporting; the ability of OppFi to grow and manage growth profitably and retain its key employees; risks related to new products; risks related to evaluating and potentially consummating acquisitions; concentration risk; risks related to OppFi's ability to comply with various covenants in its corporate and warehouse credit facilities; risks related to potential litigation; changes in applicable laws or regulations, including, but not limited to, impacts from the One Big Beautiful Bill Act; the possibility that OppFi may be adversely affected by other economic, business, and/or competitive factors; and other risks and uncertainties indicated from time to time in OppFi's filings with the United States Securities and Exchange Commission, in particular, contained in the section captioned "Risk Factors." OppFi cautions that the foregoing list of factors is not exclusive, and readers should not place undue reliance upon any forward-looking statements, which speak only as of the date made. OppFi does not undertake or accept any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements to reflect any change in its expectations or any change in events, conditions or circumstances on which any such statement is based.

Non-GAAP Financial Measures

This press release includes certain non-GAAP financial measures that are unaudited and do not conform to GAAP, such as Adjusted Net Income, Adjusted EPS, Adjusted EPS accretion, adjusted return on assets and adjusted return on equity. Adjusted EBT is defined as Net Income, adjusted for (1) income tax expense; (2) change in fair value of warrant liabilities; (3) other adjustments, net; and (4) other income. Adjusted Net Income is defined as Adjusted EBT as defined above, adjusted for taxes assuming a tax rate for each period presented that reflects the U.S. federal statutory rate of 21% and a blended statutory rate for state income taxes, in order to allow for a comparison with other publicly traded companies. Adjusted EPS is defined as Adjusted Net Income as defined above, divided by weighted average diluted shares outstanding, which represents shares of both classes of common stock outstanding and includes the impact of dilutive securities, such as restricted stock units, performance stock units, and stock options. These non-GAAP financial measures have not been prepared in accordance with accounting principles generally accepted in the United States and may be different from non-GAAP financial measures used by other companies. OppFi believes that the use of these non-GAAP financial measures provides an additional tool for investors to use in evaluating ongoing operating results and trends. These non-GAAP measures with comparable names should not be considered in isolation from, or as an alternative to, financial measures determined in accordance with GAAP. A reconciliation of projected 2027 and 2028 Adjusted EPS accretion and projected 2028 adjusted return on assets and adjusted return on equity generation of the combined company to the most directly comparable GAAP financial measures is not included in this press release because, without unreasonable efforts, the Company is unable to predict with reasonable certainty the amount or timing of non-GAAP adjustments that are used to calculate these measures.

PUBLIC EXHIBIT H

List of OppFi Bank, N.A. Proposed Branches

No.	Popular Name and Office Location	Address	Status	Low- and Moderate-Income Geography[1] (Y/N)
1.	Main Office[2]	Salt Lake City, Utah[3]	To be established/	N/A
2.	Glendale	20175 N 67th Avenue, Glendale, AZ 85308	Retained	N
3.	Bismarck Downtown	322 East Main Avenue, Bismarck, ND 58501	Retained	Y
4.	Bismarck Century Avenue	801 East Century Avenue, Bismarck, ND 58503	Retained	N
5.	Bismarck South 3rd	219 South 3rd Street, Bismarck, ND 58504	Retained	Y
6.	Bismarck Sunrise	3000 Yorktown Drive, Bismarck, ND 58503	Retained	N
7.	Crosby	206 South Main, Crosby, ND 58730	Retained	N
8.	Garrison	92 North Main, Garrison, ND 58540	Retained	N
9.	Linton	104 North Broadway, Linton, ND 58552	Retained	Y
10.	Mandan	2711 Sunset Drive, Mandan, ND 58554	Retained	N
11.	Stanley	210 South Main, Stanley, ND 58784	Retained	N
12.	Watford City	205 North Main, Watford City, ND 58854	Retained	N

Note: OppFi Bank, N.A. will retain BNC's non-depository trust branch currently located at 108 North 4th Street, Bismarck, North Dakota 58501.

[1] Based on 2025 FFIEC Estimated MSA/MD/Non-MSA/MD Median Family Income. 2026 Census Tract Data is identical to 2025 data.
[2] Main office name to be determined.
[3] Exact address to be determined.