

## ***INTERAGENCY BANK MERGER ACT APPLICATION***

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Public reporting burden for this collection of information is estimated to average 30 and 18 hours for nonaffiliate and affiliate transactions, respectively, including the time to gather and maintain data in the required form, to review instructions, and to complete the information collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Paperwork Reduction Act, Legal Division, Federal Deposit Insurance Corporation, 550 17th Street, NW, Washington, DC 20429; Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551; or Licensing Activities Division, Comptroller of the Currency, 400 7th Street, S.W., Washington, DC 20219; and to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

An organization or a person is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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### **General Information and Instructions**

#### **Preparation and Use**

This application is used to effect a merger transaction under section 18(c) of the Federal Deposit Insurance Act (FDIA), as amended (12 U.S.C. 1828(c)), and for national banks using other sources of merger authority, such as 12 U.S.C. 215, 215a. "Merger transaction" includes a merger, consolidation, assumption of deposit liabilities, and certain asset transfers between or among two or more institutions. An application is required for merger transactions between or among affiliated institutions (affiliate transactions) as well as for merger transactions between or among nonaffiliated institutions.

An affiliate transaction refers to a merger transaction between institutions that are commonly controlled. It includes a business combination between a depository institution and an affiliated interim institution. Applicants proposing affiliate transactions are not required to complete questions 12 through 14 of this form.

All questions must be answered with complete and accurate information that is subject to verification. If the answer is "none," "not applicable," "not available," or "unknown," so state. Answers of "not available" or "unknown" should be explained.

The questions in the application are not intended to limit the Applicant's presentation, nor are the questions intended to duplicate information supplied on another form or in an exhibit. A cross-reference to the information is acceptable. *Any cross-reference must be made to a specific location in the documents, so the information can be found easily.* Supporting information for all relevant factors, setting forth the basis for Applicant's conclusions, should accompany the application. The regulatory agency may request additional information.

The application must be submitted to the appropriate regulatory agency of the depository institution that would survive the proposed transaction (Resultant Institution). All inquiries on preparation of the application should be directed to that agency which, in some circumstances, may modify the information requested.

For additional information regarding the processing procedures and guidelines and any supplemental information that may be required, please refer to the appropriate regulatory

agency's procedural guidelines (that is, *Comptroller's Licensing Manual*, the FDIC's Rules and Regulations [12 C.F.R. 303] and Statement of Policy on Bank Merger Transactions, contact the agency directly for specific instruction or visit its Web site at [www.fdic.gov](http://www.fdic.gov), [www.occ.treas.gov](http://www.occ.treas.gov), and [www.federalreserve.gov](http://www.federalreserve.gov).

### **Interim Charters and Federal Deposit Insurance**

An interim state or federal depository institution charter may be used to facilitate a merger or consolidation. An interim institution is one that does not operate independently but exists, usually for a very short period of time, solely as a vehicle to accomplish a combination (for example, to facilitate the acquisition of 100 percent of the voting shares of an existing depository institution). The processing procedures and guidelines for chartering an interim institution may be found in the guidelines of the appropriate regulatory agency.

Applicants should contact the FDIC to discuss relevant deposit insurance requirements. An application for deposit insurance is not required in connection with a merger (other than a purchase and assumption) between a federally chartered interim institution and an existing FDIC-insured depository institution, including those instances in which the resulting institution is to operate under the charter of the federal interim institution. However, an application for deposit insurance is required if a state-chartered interim bank or savings association is to be insured. Mergers between an FDIC-insured institution and a noninsured institution are subject to FDIC approval under section 18(c)(1) of the FDIA (12 U.S.C. 1828(c)(1)).

In making its determination to grant deposit insurance under section 5(a) of the FDIA (12 U.S.C. 1815(a)), the FDIC will consider the factors enumerated in section 6 of the FDIA (12 U.S.C. 1816). If applying for deposit insurance under section 5(a), check the appropriate boxes on the top of Page 1 of this form and include with this application any additional relevant information.

### **Establishment of Branches and Branch Closings**

This Interagency Bank Merger Act Application will be deemed to constitute an application pursuant to section 9 of the Federal Reserve Act (12 U.S.C. 321) in the case of state member banks, section 18(d) of the FDIA (12 U.S.C. 1828(d)) for state nonmember banks, and 12 U.S.C. 36 for national banks to operate the Target Institution's main office and branches as branches of the Applicant.

If a branch is closed as a result of a merger, consolidation, or other combination, refer to the Interagency Policy Statement on Branch Closings and applicable law for branch closure notice requirements (12 U.S.C. 1831r-1).

### **Notice of Publication**

An Applicant must publish notice of the proposed acquisition in a newspaper of general circulation in the community or communities in which the main office of each of the parties to the transaction is located (12 U.S.C. 1828(c)(3)). A copy of the affidavit(s) of publication should be submitted to the appropriate regulatory agency. Contact the appropriate regulatory agency for the specific requirements of the notice of publication.

### **Compliance**

An Applicant is expected to comply with all representations and commitments made in the application.

Transactions subject to the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (15 U.S.C. 18a), which applies to certain very large transactions, require a pre-merger filing with the Federal Trade Commission and the Department of Justice. Refer to the Federal Trade Commission's Web site for specific details (<http://www.ftc.gov/bc/hsr/hsr.htm>).

### **Confidentiality**

Any Applicant desiring confidential treatment of specific portions of the application must submit a request in writing with the application. The request must discuss the justification for the requested treatment. The Applicant's reasons for requesting confidentiality should specifically demonstrate the harm (for example, loss of competitive position, invasion of privacy) that would result from public release of information (5 U.S.C. 552). Information for which confidential treatment is requested should be: (1) specifically identified in the public portion of the application (by reference to the confidential section); (2) separately bound; and (3) labeled "Confidential." The Applicant should follow the same procedure when requesting confidential treatment for the subsequent filing of supplemental information to the application.

The Applicant should contact the appropriate regulatory agency for specific instructions regarding requests for confidential treatment. The appropriate regulatory agency will determine whether the information will be treated as confidential and will advise the Applicant of any decision to make available to the public information labeled as "Confidential."

**INTERAGENCY BANK MERGER ACT APPLICATION**

Check all that apply:

Type of Filing	Form of Transaction	Filed Pursuant To
<input type="checkbox"/> Affiliate/Corporate Reorganization	<input checked="" type="checkbox"/> Merger	<input checked="" type="checkbox"/> 12 U.S.C. 1828(c)
<input type="checkbox"/> Combination with Interim Depository Institution	<input type="checkbox"/> Consolidation	<input type="checkbox"/> 12 U.S.C. 215, 215a-c
<input checked="" type="checkbox"/> Nonaffiliate Combination	<input type="checkbox"/> Purchase and Assumption	<input type="checkbox"/> 12 U.S.C. 1815(a)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Branch Purchase and Assumption	<input type="checkbox"/> Other _____
	<input type="checkbox"/> Other _____	

**Applicant Depository Institution**

Columbia Bank		702454
_____ Name		_____ Charter/Docket Number
Fair Lawn	NJ	07410-0000
_____ City	_____ State	_____ Zip Code

**Target Institution(s)**

Charter/Docket No.	Name	City	State
326390	Atlantic Stewardship Bank	Midland Park	NJ

**Resultant Institution (if different than Applicant)**

Columbia Bank		702454
_____ Name		_____ Charter/Docket Number
19-01 Route 208 North		
_____ Street		
Fair Lawn	NJ	07410-0000
_____ City	_____ State	_____ Zip Code

**Contact Person**

Stephen Donahoe		Attorney
_____ Name		_____ Title/Employer
Suite 900	DC	20005
_____ City	_____ State	_____ Zip Code
202-508-5818		sdonahoe@kilpatricktow
_____ Telephone Number	_____ Fax Number	_____ E-mail Address

## **INTERAGENCY BANK MERGER ACT APPLICATION**

1. Describe the transaction's purpose, structure, significant terms and conditions, and financing arrangements, including any plan to raise additional equity or incur debt. Also provide the approximate approval date needed to consummate.

Please see the attached PDF of the Interagency Bank Merger Act Application that has been uploaded and that addresses and responds to all application items.

2. 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 related documents, if applicable.

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

4. 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.

5. Provide the indicated financial information and describe the assumptions used to prepare the projected statements, including those about the effect of the merger transaction. Material changes between the date of the financial statements and the date of the application should be disclosed. If there are no material changes, a statement to that effect should be made.
  - a. Pro Forma Balance Sheet, as of the end of the most recent quarter and for the first year of operation after the transaction. 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. Goodwill and all other intangible assets should be listed separately on the balance sheet. Indicate the amortization period and method used for any intangible asset and the accretion period of any purchase discount on the balance sheet.

b. Projected Combined Statement of Income for the first year of operation following consummation.

c. Pro Forma and Projected Regulatory Capital Schedule, as of the end of the most recent quarter and for the first year of operation, indicating:

- Each component item for Tier 1 (Core) and Tier 2 (Supplementary) Capital, Subtotal for Tier 1 and Tier 2 Capital (less any investment in unconsolidated or nonincludable subsidiaries), Total Capital (*include Tier 3 if applicable*).
- Total risk-weighted assets
- Capital Ratios: (1) Tier 1 capital to total risk-weighted assets; (2) Total capital to total risk-weighted assets; and (3) Tier 1 capital to average total consolidated assets (leverage ratio).



6. List the directors and senior executive officers of the Resultant Institution and provide the name, address, position with and shares held in Resultant Institution or holding company, and principal occupation (if a director).

7. Describe how the proposal will meet the convenience and needs of the community. For the combining institutions, list any significant anticipated changes in services or products that will result from the consummation of the transaction. If any services or products will be discontinued, describe and explain the reasons.

8. Discuss the programs, products, and activities of the Applicant or the Resultant Institution that will meet the existing or anticipated needs of its community(ies) under the applicable criteria of the Community Reinvestment Act (CRA) regulation, including the needs of low- and moderate-income geographies and individuals. 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 multi-state 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 combination, describe the specific actions, if any, that have been taken to address the deficiencies in the institution's CRA performance record since the rating.

9. The Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994 imposes additional considerations for certain interstate mergers between insured banks. Savings associations are not subject to 12 U.S.C. 1831u. If subject to these provisions, discuss authority; compliance with state age limits and host state(s) filing requirements; and applicability of nationwide and statewide concentration limits. In addition, discuss any other restrictions that the states seek to apply (including state antitrust restrictions).

10. This application will be deemed to constitute an application pursuant to 12 CFR 5.30, 5.31, and 12 USC 36 to establish and maintain the branches listed in the application.

a. List all offices that will be established or retained as branches, including the main or home office, of the target institution(s) in the Manage Branch section of the application. You will be required to provide the following information: popular name, street address, city, county, state, and ZIP code for each location being established or retained (branches acquired in a Purchase and Assumption transaction).

b. List all approved, but unopened branch(es) of the target institution(s), including the popular name, street address, city, county, state, and ZIP code. Also include the date the current federal and state agencies granted approval(s).

c. List all banking offices, including branches and or the main or home office, 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. In addition, indicate the date you sent or anticipate sending the Advance Branch Closing and Customer Notices to the OCC and the customer.

*If a branch is closed as a result of a merger, consolidation, or other combination, refer to the Joint Policy Statement on Branch Closing Notices and Policies, which can be found in the Appendix of the “Branch Closings” booklet of the Manual, and applicable law for branch closure notice requirements (12 USC 1831r-1).*

11. 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 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.

**If a nonaffiliate transaction, the Applicant also must reply to items 12 through 14.**

12. Discuss the effects of the proposed transaction on existing competition in the relevant geographic market(s) where Applicant and Target Institution operate. Applicant should contact the appropriate regulatory agency for specific instructions to complete the competitive analysis.

13. 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 under 12 U.S.C. 1828(c)(1)) to mitigate competitive effects, discuss the timing, purchaser, and other specific information.

14. 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.



## 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 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 appropriate federal banking 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 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Columbia Bank by \_\_\_\_\_  
(Applicant)

\_\_\_\_\_  
(Signature of Authorized Officer)<sup>1</sup>

Thomas J. Kemly  
(Typed Name)  
President and Chief Executive Off  
(Title)

Atlantic Stewardship Bank by \_\_\_\_\_  
(Target Institution)

\_\_\_\_\_  
(Signature of Authorized Officer)<sup>1</sup>

Paul Van Ostenbridge  
(Typed Name)  
President and Chief Executive Off  
(Title)

<sup>1</sup>In multiple-step combinations, applicants should ensure that authorized officers of the combining institutions sign.

\_\_\_\_\_ by  
(Target Institution)

\_\_\_\_\_  
(Signature of Authorized Officer)<sup>1</sup>

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_ by  
(Target Institution)

\_\_\_\_\_  
(Signature of Authorized Officer)<sup>1</sup>

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_ by  
(Target Institution)

\_\_\_\_\_  
(Signature of Authorized Officer)<sup>1</sup>

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_ by  
(Target Institution)

\_\_\_\_\_  
(Signature of Authorized Officer)<sup>1</sup>

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

<sup>1</sup>In multiple-step combinations, applicants should ensure that authorized officers of the combining institutions sign



17. 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.

18. If applicable, provide the information to satisfy the requirements of 12 C.F.R. 163.22(d)(1)(vi).

## **FEDERAL RESERVE SYSTEM**

### **SUPPLEMENT TO INTERAGENCY BANK MERGER ACT APPLICATION**

With respect to question 6, FRB Applicants should consult with FRB staff regarding whether any biographical or financial information should be submitted with respect to any new principal shareholders, directors, and senior executive officers.

The Certification on page 5 need not be provided by the Target Institution. FRB Applicants should modify their Certification accordingly.

In addition, all FRB Applicants should provide the following supplemental information with their application:

15. If the pro forma consolidated assets of Applicant's parent holding company are less than \$150 million and parent company long-term debt will exceed 30 percent of parent company equity capital accounts on a pro forma basis, provide cash flow projections for the parent company which clearly demonstrate the ability to reduce the long-term debt-to-equity ratio to 30 percent or less within 12 years of consummation.

# FEDERAL DEPOSIT INSURANCE CORPORATION

## SUPPLEMENT TO INTERAGENCY BANK MERGER ACT APPLICATION

All FDIC Applicants should provide the following supplemental information with their application:

15. This section supplements question 12 of the Interagency Bank Merger Act Application for transactions between nonaffiliated parties. Additional guidance relating to the FDIC's consideration of the competitive factors in a proposed merger transaction is contained in the FDIC's Rules and Regulations (12 C.F.R. 303 Subpart D) and Statement of Policy on Bank Merger Transactions (2 FDIC Law, Regulations, and Related Acts 5145), which may be found at <http://www.fdic.gov/regulations/laws/rules/index.html>.

### **I. Delineation of the relevant geographic market(s).**

The relevant geographic market includes the areas in which the offices to be acquired are located and from which those offices derive the predominant portion of their loans, deposits, or other business. The relevant geographic market also includes the areas where existing and potential customers impacted by the proposed merger may practically turn for alternative sources of banking services.

- (a) Prepare schedules for the Applicant Institution and Target Institution showing the total number of accounts and total dollar volume of deposits<sup>2</sup> for each municipality or census tract, where applicable, according to the recorded address of the depositor (do not submit supporting data). Small amounts may be aggregated and identified as "other." *If the Applicant Institution is a multi-office institution, Applicant Institution deposit information should be provided only for those offices within or proximate to the area(s) described below under paragraph (b).*

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<sup>2</sup> In most cases, total deposits will serve as an adequate proxy for the overall share of banking business in the relevant geographic market area; however, other analytical proxies may be appropriate in certain cases (for example, a merger transaction involving trust companies).

(b) Identify those areas where existing and potential customers of the offices to be acquired may practically turn for alternative sources of banking services. If consideration of the availability of such alternative banking services results in a market area considerably different from that indicated by the sources of deposits, discuss and provide necessary supporting information.

(c) Using the information collected in paragraphs (a) and (b), provide a narrative description of the delineated relevant geographic market(s).

(d) Provide any additional information necessary to support the delineated relevant geographic market(s). Supporting information may include relevant demographic information, locations of major employers, retail trade statistics, and/or information on traffic patterns. *Applicants should consult with the applicable FDIC Regional Office in determining whether additional information is necessary.*



**II. Competition in the relevant geographic market(s).**

- (a) Prepare a schedule of participating and competing banking institutions' offices, divided into three sections:
  - (i) Applicant Institution offices within or proximate to the relevant geographic market(s);
  - (ii) Target Institution offices within or proximate to the relevant geographic market(s); and
  - (iii) Competitor banking offices located or competing within the delineated relevant geographic market(s)

To the extent known, also include banking offices approved but not yet open. The following presentation format is suggested:

<b>Name and Location of Banking Office</b>	<b>Total Deposits</b>	<b>Distance and Direction From Nearest Office</b>	
		<b>Applicant Institution</b>	<b>Target Institution</b>

- (b) For each office listed in paragraph (a), provide the street address; total deposits as reported in the most recent *FDIC Summary of Deposits Data Book* (<http://www2.fdic.gov/sod/index.asp>); and distance and general direction from the nearest office of Applicant and Target Institution. *In cases where the delineated relevant geographic market includes a significant portion of a larger metropolitan area, provide only a listing of financial institutions and the aggregate total deposits of all offices operated by each within the delineated relevant geographic market(s).*
- (c) Discuss the extent and intensity of competition in the delineated relevant geographic market(s) provided by nonbank institutions, such as other depository institutions (for example, credit unions) and non-depository institutions (for example, finance companies, or government agencies). For those institutions regarded as competing in the delineated relevant geographic market(s), provide name, address, and services supplied.

## Checklist Questions

### Community Reinvestment Commitments

An applicant completing either the *Interagency Bank Merger Act Application* or the *Business Combination Application—Streamlined* must respond to the following two questions and, if applicable, provide the requested information.

1. Have any of the combining institutions entered into commitments with community organizations, civic associations, or similar entities to provide banking services to the community?

Yes  No

If the answer is yes, describe the commitment.

2. Will the resulting bank assume all the commitments described in the previous question?

Yes  No

If the answer is no, explain the reasons and describe the impact on the communities to be affected.

### **Competitive Factors - Removal from Expedited Processing**

Although an application may initially qualify for expedited processing, it could be removed from expedited processing if there are competitive issues that warrant additional review. Each applicant that submits a Competitive Analysis for an unaffiliated business combination must answer the following questions:

1. Does the HHI for any relevant banking market increase by more than 200 points with a post-acquisition HHI of at least 1800?

Yes  No

2. Excluding markets in which the acquiring bank has 35 percent or more of the deposits, will the resulting bank have greater than 35 percent of the deposits in a relevant market?

Yes  No

A yes answer for either question indicates the application will be removed from expedited processing for additional competitive review.

OCC 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 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 USC 1001 and 1007.

We acknowledge that approval of this application is in the discretion of the appropriate federal banking 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 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.

**[Electronically Signed]**

Stephen Donahoe

\_\_\_\_\_  
Electronically Signed By

Attorney

\_\_\_\_\_  
Title

7/3/2019 8:34 PM GMT+00:00

\_\_\_\_\_  
Date and Time

Columbia Bank

\_\_\_\_\_  
Institution

Business Combination -

Non-Affiliate Merger

\_\_\_\_\_  
Filing Type

702454

\_\_\_\_\_  
Institution Charter Number

2019-NE-Combination-309821

\_\_\_\_\_  
Filing Control Number

# Documents Provided by Bank at Time of Submission

If no documents follow this page, the submitted application did not include any public attachments.

OCC BMA Application - July 3, 2019.pdf

OCC Filing Letter - July 3, 2019.pdf

OCC Public Exhibit Volume - July 3, 2019.pdf

# INTERAGENCY BANK MERGER ACT APPLICATION

Check all that apply:

Type of Filing

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

Form of Transaction

- Merger
- Consolidation
- Purchase and Assumption
- Branch Purchase and Assumption
- Other

Filed Pursuant To

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

## Applicant Depository Institution

Name Columbia Bank Charter/Certificate Number 702454/28834

Street 19-01 Route 208 North

City Fair Lawn State New Jersey Zip Code 07410

## Target Institution

Name Atlantic Stewardship Bank Charter/Certificate Number FDIC Certificate 26390

Street 630 Godwin Avenue

City Midland Park State New Jersey Zip Code 07432

## Resultant Institution (if different than the Applicant)

Name \_\_\_\_\_ Charter/Certificate Number \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

## Contact Person

Name Christina M. Gattuso

Title Partner Employer Kilpatrick Townsend & Stockton LLP

Street 607 14<sup>th</sup> Street N.W., Suite 900

City Washington State D.C. Zip Code 20005

Telephone (202) 508-5884 Email Address cgattuso@kilpatricktownsend.com

# INTERAGENCY BANK MERGER ACT APPLICATION

## Introduction

Under the Bank Merger Act (the “Merger Act”), 12 U.S.C. § 1828(c), and other applicable law, Columbia Bank, a federal savings bank headquartered in Fair Lawn, New Jersey, submits this application (the “Application”) to the Office of the Comptroller of the Currency (the “OCC”) to seek the OCC’s approval of the proposed merger of Atlantic Stewardship Bank, a New Jersey-chartered bank headquartered in Midland Park, New Jersey, with and into Columbia Bank (the “Merger”).

### ***Columbia Financial, Inc. and Columbia Bank***

Columbia Financial, Inc. (“Columbia Financial”) is the holding company of Columbia Bank, a federally chartered stock savings bank. Columbia Financial is a Delaware corporation that was organized in March 1997 in connection with the mutual holding company reorganization of Columbia Bank. Columbia Bank MHC, the parent mutual holding company of Columbia Bank, was also organized in March 1997 under the laws of the United States. In connection with the reorganization, Columbia Financial became the wholly owned subsidiary of Columbia Bank MHC. Columbia Financial owns all of the outstanding shares of common stock of Columbia Bank.

On April 19, 2018, Columbia Financial completed its minority public stock offering and, in connection with the consummation of the offering, issued (i) 62,580,155 shares of its common stock to Columbia Bank MHC, (ii) 3,476,675 shares to the Columbia Bank Foundation, a charitable foundation affiliated with Columbia Bank, (iii) 45,289,490 shares to depositors of Columbia Financial and (iv) 4,542,855 shares to the Columbia Bank Employee Stock Ownership Plan (“ESOP”).

Columbia Financial and Columbia Bank MHC are subject to the supervision and regulation of the Board of Governors of the Federal Reserve System (the “Federal Reserve Board”), and Columbia Bank is subject to the supervision and regulation of the OCC.

Columbia Bank is a federally chartered savings bank founded in 1927 that serves the financial needs of its depositors and the local community as a community-minded, customer service-focused institution. Columbia Bank offers traditional financial services to businesses and consumers in its market areas. Columbia Bank attracts deposits from the general public and use those funds to originate a variety of loans, including multifamily and commercial real estate loans, commercial business loans, one-to four-family real estate loans, construction loans, home equity loans and advances, and other consumer loans. In addition, Columbia Bank offers title insurance through its wholly-owned subsidiary, First Jersey Title Services, Inc., and offers wealth management services through a third party relationship.

### ***Stewardship Financial Corporation and Atlantic Stewardship Bank***

Stewardship Financial Corporation (“Stewardship Financial”) was incorporated under the laws of the State of New Jersey in January 1995 to serve as the bank holding company for Atlantic Stewardship Bank. Stewardship Financial owns all of the outstanding shares of common stock of Atlantic Stewardship Bank.

Atlantic Stewardship Bank is a commercial bank that was formed under the laws of the State of New Jersey in April 1984. Atlantic Stewardship Bank operates from its main office at 630 Godwin Avenue, Midland Park, New Jersey, and its current eleven additional branches located in the State of New Jersey.



Stewardship Financial is subject to the supervision and regulation of the Federal Reserve Board, and Atlantic Stewardship Bank is subject to the supervision and regulation of the New Jersey Department of Banking and Insurance and the Federal Deposit Insurance Corporation (the “FDIC”).

Stewardship Investment Corp. is a wholly-owned, non-bank subsidiary of Atlantic Stewardship Bank whose primary business is to own and manage an investment portfolio. Stewardship Realty, LLC is a wholly-owned, non-bank subsidiary of Atlantic, whose primary business is to own and manage property at 612 Godwin Avenue, Midland Park, New Jersey. Atlantic Stewardship Insurance Company, LLC is a wholly-owned, non-bank subsidiary of Atlantic Stewardship Bank, whose primary business is insurance. Atlantic Stewardship Bank also has several other wholly-owned, non-bank subsidiaries formed to hold title to properties acquired through foreclosure or deed in lieu of foreclosure. In addition to Atlantic Stewardship Bank, in 2003, Stewardship Financial formed Stewardship Statutory Trust I, a wholly-owned, non-bank subsidiary for the purpose of issuing trust preferred securities.

### ***Description of the Merger***

On June 6, 2019, Columbia Financial and Broadway Acquisition Corp. (“Merger Sub”), a wholly owned subsidiary of Columbia Financial, entered into an Agreement and Plan of Merger with Stewardship Financial (the “Merger Agreement”). A copy of the Merger Agreement is attached hereto as Exhibit 1.

Pursuant to the terms, and subject to the conditions of, the Merger Agreement, Merger Sub will merge (the “First-Step Merger”) with and into Stewardship Financial, with Stewardship Financial as the surviving entity, and immediately following the effective time of the First-Step Merger, Stewardship will merge with and into Columbia Financial, with Columbia Financial as the surviving entity (together with the First-Step Merger, the “Merger”).

At the effective time of the First-Step Merger, each outstanding share of Stewardship Financial common stock, except for treasury shares held by Stewardship Financial and shares held by Columbia Financial, shall be converted into the right to receive from Columbia Financial \$15.75 in cash, without interest (the “Merger Consideration”).

It is anticipated that immediately following the consummation of the Merger, Atlantic Stewardship Bank will merge with and into Columbia Bank, with Columbia Bank as the surviving bank (the “Bank Merger”) pursuant to the terms of a Bank Merger Agreement, dated as of June 6, 2019, by and between Columbia Bank and Atlantic Stewardship Bank (the “Bank Merger Agreement”). A copy of the Bank Merger Agreement is attached hereto as Exhibit 2.

For additional information on the structure of the Merger and the Bank Merger, see Confidential Exhibit A hereto.

### ***Purpose of the Merger***

The Merger and the Bank Merger will provide a number of important benefits to Columbia Bank, Atlantic Stewardship Bank and their customers and communities. These benefits include:

- ***Expansion of Columbia Bank’s Market Presence.*** Following the Merger and the Bank Merger, the combined entity will continue to be a locally-headquartered community bank, with the fifth highest deposit market share among New Jersey based regional and community banks, providing a full service product offering to its customers throughout its market area. The Merger and The Bank Merger will increase Columbia Bank’s presence in northern New

Jersey and, following the Merger and the Bank Merger, customers of the combined institution will benefit from increased access to a larger branch network throughout the region.

- ***Support of Columbia Bank's Strategic Goals.*** The Merger and the Bank Merger provide Columbia Bank with a unique opportunity to deploy excess capital to acquire a high quality financial institution with a community-based strategy, a consistent conservative credit culture and strong credit quality. Specifically, the Merger and Bank Merger will accelerate Columbia Bank's balance sheet growth, expand its commercial business relationships and increase its low cost core deposits.
- ***Community Impact.*** Atlantic Stewardship Bank currently tithes 10% of its profits to support charitable causes. Following the Merger and the Bank Merger, the Columbia Bank Foundation, one of New Jersey's largest private charitable foundations, has expressed its willingness to continue various aspects of Atlantic Stewardship Bank's charitable mission. In addition, as discussed in greater detail in this Application, Columbia Bank and the communities it serves will benefit from Columbia Bank leveraging Atlantic Stewardship Bank's successful Community Reinvestment Act ("CRA") strategies.

### ***Analysis and Due Diligence Conducted by Columbia Financial and Columbia Bank***

Columbia Financial conducted an extensive due diligence investigation of Stewardship Financial and Atlantic Stewardship Bank, which was carried out by more than 35 officers of Columbia Bank as well as third parties engaged by Columbia Financial to assist with the process.

Columbia Financial engaged Boenning & Scattergood, Inc. ("Boenning") to provide financial advisory and investment banking services with respect to the Merger. Boenning reviewed historical financial statements, current financial positions, and general prospects of Columbia, Columbia Bank, Stewardship Financial and Atlantic Stewardship Bank, including analysis of the consolidated financial and operating data of Columbia Financial and Stewardship Financial and other financial analyses as deemed appropriate.

Columbia Financial also engaged Kilpatrick Townsend & Stockton LLP to conduct certain legal diligence with respect to Stewardship Financial and Atlantic Stewardship Bank.

As part of its due diligence investigation, Columbia Financial also engaged Merit Partners, a third party loan review company, to assist Columbia Financial in its review of Atlantic Stewardship Bank's credit practices and loan files. With the assistance of Merit Partners, Columbia Bank conducted an assessment of Atlantic Stewardship Bank's commercial loan portfolio in order to evaluate Atlantic Stewardship Bank's credit risk and risk management practices.

### ***Integration Following the Merger***

Columbia Bank's integration team has studied and analyzed the premises, technology infrastructure and operations of Atlantic Stewardship Bank and has not identified any unusual or adverse integration challenges. Integration teams from both Columbia Bank and Atlantic Stewardship Bank have been identified and initial meetings have been conducted to determine roles and timelines.

Following the effective time of the Merger, Columbia Bank intends to evaluate the resulting combined branch network of Columbia Bank and Atlantic Stewardship Bank, which likely will result in branch closures in overlapping markets in the first year following the Merger. However, at this time, no final analysis or determinations as to branch closures have been made.

The executive management structure of Columbia Bank will not change as a result of the Merger, as no executive officers of Atlantic Stewardship Bank will be retained in executive management positions.

### ***Factors Considered Under the Bank Merger Act and OCC Regulations***

In determining whether to approve a merger transaction in which a federal savings bank will be the resulting institution, the OCC is required to take into account certain regulatory factors. These factors include: (1) the capital level of the resulting federal savings bank; (2) the conformity of the transaction to applicable law, regulation, and supervisory policies; (3) the purpose of the transaction; (4) the impact of the transaction on the safety and soundness of the federal savings bank; and (5) the effect of the transaction on the federal savings bank's shareholders, depositors, other creditors and customers.<sup>1</sup> When the OCC evaluates an application for a combination under the Bank Merger Act, the OCC also considers (6) the competitive impact of the transaction; (7) the financial and managerial resources and future prospects of the constituent institutions; (8) the convenience and needs of the community to be served; (9) the institutions' record of anti-money laundering compliance; (10) the impact of the transaction on U.S. financial stability; and (11) compliance with the deposit concentration limit for certain interstate merger transactions under 12 U.S.C. § 1828(c)(13).<sup>2</sup>

For the reasons described below, the Bank Merger satisfies the regulatory factors required to be considered by the OCC:

(1) *The capital level of the resulting federal savings bank*

Columbia Bank currently is well capitalized according to relevant regulatory capital standards and will remain well capitalized following consummation of the Bank Merger. Following consummation of the Bank Merger, Columbia Bank, based on pro forma capital ratios projected as of March 31, 2019, will have a common equity Tier 1 risk-based capital ratio of 13.70%, Tier 1 risk-based capital ratio of 13.70%, total risk-based capital ratio of 1%, and Tier 1 leverage ratio of 10.02%.

(2) *The conformity of the transaction to applicable law, regulation, and supervisory policies*

Columbia Bank is not aware of any law, regulation, or supervisory policy that is inconsistent with the Bank Merger. The Application describes in greater detail the transaction's compliance with applicable laws and regulations.

(3) *The purpose of the transaction*

Management and the Board of Directors of Columbia Financial, Columbia Bank, Stewardship Financial and Atlantic Stewardship Bank have determined that the Bank Merger is in the best interests of the constituents of each institution given the reasons discussed above in "*Introduction—Purpose of the Merger*," including that the Bank Merger will enhance Columbia Bank's competitive position and its ability to serve its customers and communities.

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<sup>1</sup> See 12 C.F.R. § 5.33(e)(1)(i)(A)–(E).

<sup>2</sup> See 12 U.S.C. §§ 1828(c)(5), (c)(11), & (c)(13); 12 C.F.R. § 5.33(e)(1)(ii)(A)–(F).

(4) *The impact of the transaction on the safety and soundness of the federal savings bank*

The Bank Merger will enhance the safety and soundness of Columbia Bank and its holding company by providing Columbia Bank with access to low cost deposits and enhancing its margins. Both Columbia Bank and Atlantic Stewardship Bank are well capitalized, and Columbia Bank will remain well capitalized following the consummation of the Bank Merger.

(5) *The effect of the transaction on the federal saving bank's shareholders, depositors, other creditors, and customers*

The Bank Merger is equitable and beneficial to shareholders, depositors, other creditors, and customers of Columbia Bank and Atlantic Stewardship Bank. Columbia Financial is the sole shareholder of Columbia Bank and has determined the Bank Merger to be in the best interest of Columbia Financial and of its own shareholders, including Columbia Bank MHC. In connection with the execution of the Merger Agreement, Boenning delivered a written opinion, dated June 6, 2019, to the Columbia Financial Board of Directors as to the fairness, from a financial point of view and as of the date of the opinion, to Columbia Financial of the Merger Consideration. Stewardship Financial is the sole shareholder of Atlantic Stewardship Bank and has determined the Bank Merger to be in the best interest of Stewardship Financial and of its own shareholders. In connection with the execution of the Merger Agreement, Sandler O'Neill & Partners, L.P. ("Sandler O'Neill"), financial advisor to Stewardship Financial, delivered a written opinion, dated June 6, 2019, to the Stewardship Financial Board of Directors as to the fairness, from a financial point of view and as of the date of the opinion, to Stewardship Financial shareholders of the Merger Consideration. The Boenning and Sandler O'Neill fairness opinions are attached hereto as Confidential Exhibit B.

Columbia Bank's depositors and other creditors will benefit from the enhanced safety and soundness of Columbia Bank as a result of its improved liquidity, portfolio diversification, increased earnings potential, and more efficient cost structure. Moreover, the Bank Merger will not result in the loss of any significant product or service that is currently offered to depositors or borrowers of Columbia Bank or Atlantic Stewardship Bank.

(6) *The competitive impact of the transaction*

The Bank Merger is not expected to have a meaningful negative impact on competition. Atlantic Stewardship provides banking products and services in Bergen, Morris and Passaic Counties in New Jersey (the "Relevant Counties"). All of the Relevant Counties are part of the Metro New York City (NY-NJ-CT-PA) Banking Market,<sup>3</sup> as defined by the Federal Reserve Board (the "Relevant Banking Market"). As of June 30, 2018, on an unweighted deposit basis, Columbia Bank had a deposit market

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<sup>3</sup> The Metro New York City (NY-NJ-CT-PA) Banking Market, as defined by the Federal Reserve Bank of Philadelphia, consists of Fairfield County, CT; Bethlehem, Bridgewater, Canaan, Cornwall, Goshen, Kent, Litchfield, Morris, New Milford, North Canaan, Plymouth, Roxbury, Salisbury, Sharon, Thomaston, Warren, Washington, Watertown, and Woodbury towns in Litchfield County, CT; Ansonia, Beacon Falls, Bethany, Cheshire, Derby, Hamden, Meriden, Middlebury, Milford, Naugatuck, North Haven, Orange, Oxford, Prospect, Seymour, Southbury, Wallingford, Waterbury, Wolcott, and Woodbridge in New Haven County, CT; Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster and Westchester Counties, NY; Hudson city, Ancram, Clermont, Copake, Gallatin, Germantown, Greenport, Livingston, and Taghkanic towns in Columbia County, NY; Catskill, Halcott, Hunter, and Lexington towns in Greene County, NY; Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, and Union Counties, NJ; Pemberton and Wrightstown boroughs, Bass River, New Hanover, North Hanover, Pemberton, Shamong, Southampton, Tabernacle, Washington, and Woodland townships in Burlington County, NJ; Hightstown, Hopewell, Pennington, Princeton boroughs, East Windsor, Ewing, Hopewell, Lawrence, Princeton, Robbinsville, and West Windsor townships in Mercer County, NJ; Washington borough, Belvidere and Hackettstown towns, Allamuchy, Blairstown, Franklin, Frelinghuysen, Greenwich, Hardwick, Harmony, Hope, Independence, Knowlton, Liberty, Lopatcong, Mansfield, Oxford, Washington, and White townships in Warren County, NJ; Pike County, PA; Delaware Water Gap, East Stroudsburg, Mount Pocono, and Stroudsburg boroughs, Barrett, Coolbaugh, Middle Smithfield, Paradise, Pocono, Price, Smithfield, and Stroud townships in Monroe County, PA; and Hawley borough, Berlin, Damascus, Dreher, Lebanon, Manchester, Oregon, Palmyra, Paupack, Salem, and Sterling townships in Wayne County, PA.

share of approximately 0.20%, which was ranked 42nd in the Relevant Banking Market, and Atlantic Stewardship Bank had a deposit market share of 0.04% of the market share, which was ranked 92nd in the Relevant Banking Market. Following the Bank Merger, on an unweighted deposit basis, the deposit market share of the combined institution would be approximately 0.25%, which would rank 37th in the Relevant Banking Market.

Under the OCC's and Department of Justice's screens for reviewing a merger transaction's effect on competition, a merger that results in a Herfindahl-Hirschman Index ("HHI") for a market on a post-merger basis of less than 1,800 and an increase of less than 200 in the market is generally considered to be within a "safe harbor" and unlikely to pose a harm to competition or to require additional regulatory review. The Bank Merger is unlikely to pose a harm to competition based on this screen. Following consummation of the Bank Merger, the HHI in the Relevant Banking Market will not exceed 1,800 and will not increase by 200 or more. Specifically, the HHI of the Relevant Banking Market will remain unchanged at 1188 following the completion of the Merger and the Bank Merger on an unweighted deposit basis, and decrease three points from 1323 to 1320 on a weighted deposit basis. Exhibit 3 hereto contains the HHI computations for the Relevant Banking Market. In addition, the Merger and the Bank Merger do not otherwise present any anticompetitive effects to the communities served by Columbia Bank and Atlantic Stewardship Bank. Instead, the Bank Merger should have a pro-competitive effect by creating an institution that is better able to compete with larger financial institutions that operate regionally and nationally.

(7) *The financial and managerial resources and future prospects of the constituent institutions*

Columbia Bank has provided banking services to its local community since 1927 and serves the financial needs of its depositors and the local community as a community-minded, customer service-focused institution. Columbia Bank offers traditional financial services to businesses and consumers in its market areas. Columbia Bank attracts deposits from the general public and use those funds to originate a variety of loans, including multifamily and commercial real estate loans, commercial business loans, one-to four-family real estate loans, construction loans, home equity loans and advances, and other consumer loans. In addition, Columbia Bank offers title insurance through its wholly-owned subsidiary, First Jersey Title Services, Inc., and offers wealth management services through a third party relationship.

Atlantic Stewardship Bank has provided consumer and commercial banking services to northern New Jersey since 1984, with a focus primarily on the Relevant Counties. Atlantic Stewardship Bank is a community-based financial institution with an experienced management team possessing significant local market knowledge and operates as a service-oriented bank providing a range of retail consumer and commercial banking services. Following the Merger and the Bank Merger, Columbia Bank will continue to build on these activities in northern New Jersey. Columbia Bank already engages in almost all the business lines presently conducted in Atlantic Stewardship Bank. As a result, its management is highly experienced in these activities.

Confidential Exhibit C provides pro forma and projected financial statements reflecting Columbia Bank's balance sheet, projected income, and regulatory capital following the Bank Merger. Following consummation of the Bank Merger, Columbia Bank will be well capitalized and well managed.

(8) *The convenience and needs of the communities to be served*

Columbia Bank and Atlantic Stewardship Bank have demonstrated longstanding commitments to serving and reinvesting in their community. The institutions focus the bulk of their activities locally and do not have a "nationwide lender" approach.

The OCC rated Columbia Bank “Satisfactory” under the CRA in its most recent CRA evaluation. Similarly, the FDIC rated Atlantic Stewardship Bank “Satisfactory” under the CRA in its most recent CRA evaluation.

The Merger and the Bank Merger will have several benefits for the communities served by the Columbia Bank and Atlantic Stewardship Bank. For Columbia Bank’s customers, the Bank Merger will ultimately create new branch locations. Atlantic Stewardship Bank’s customers will gain access to the Columbia Bank’s larger branch network, and to title insurance and wealth management services. Customers of the combined institution will be able to obtain banking services across Columbia Bank’s branch network more conveniently, and the expanded branch capabilities within northern New Jersey will enable the combined institution to better support the banking needs in its communities.

(9) *The institutions’ record of anti-money laundering compliance*

Neither Columbia Bank nor Atlantic Stewardship Bank has been subject to an enforcement action regarding its anti-money laundering (“AML”) compliance. Both institutions maintain AML programs in accordance with applicable law, regulation, and guidance.

(10) *Impact on U.S. financial stability*

The Bank Merger is a merger of two community banking organizations that, on a combined basis, generally conduct business in only a handful of counties in New Jersey. Consequently, the Bank Merger is not expected to have any impact on U.S. financial stability.

(11) *Compliance with the deposit concentration limit for certain interstate merger transactions under 12 U.S.C. § 1828(c)(13)*

12 U.S.C. § 1828(c)(13) applies a deposit concentration limit to any “interstate merger transaction,” which is defined to mean a merger transaction involving two or more insured depository institutions that have different home states and that are not affiliates. The statute prohibits an interstate merger transaction if, following the transaction, the resulting institution would control more than 10 percent of the total amount of deposits of insured depository institutions in the United States. The Merger and the Bank Merger do not involve an interstate merger transaction, so the provisions of 12 U.S.C. § 1828(c)(13) are not applicable.

In addition, Section 622 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank Act”) prohibits a merger or acquisition that would result in a financial company’s total consolidated liabilities exceeding 10 percent of the aggregate consolidated liabilities of all financial companies at the end of the calendar year preceding the transaction (“aggregate financial sector liabilities”). See 12 U.S.C. § 1852(b). Following the Bank Merger, the Resultant Institution will have total consolidated liabilities of approximately \$6.9 billion on a pro forma basis as of March 31, 2019. This amount does not exceed 10 percent of \$20.283 trillion, which is the amount of aggregate financial sector liabilities according to the Federal Reserve Board’s Announcement of Financial Sector Liabilities published in the Federal Register on July 3, 2018.<sup>4</sup>

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<sup>4</sup> See 83 Fed. Reg. 31,148 (July 3, 2018).

***Public Notice***

As required by the Bank Merger Act and applicable OCC regulations, Columbia will publish notice of the filing of this Application in a newspaper of general circulation in Fair Lawn, New Jersey and in Midland Park, New Jersey, the communities in which the main offices of Columbia Bank and Atlantic Stewardship Bank are located.

\* \* \*

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

*Purpose*

Management and the Board of Directors of Columbia Financial, Columbia Bank, Stewardship Financial and Atlantic Stewardship Bank have determined that the Merger and the Bank Merger are in the best interests of the constituents of each institution given the reasons discussed above in “*Introduction—Purpose of the Bank Merger,*” including that the Bank Merger will enhance Columbia Bank’s competitive position and ability to serve its customers and communities.

*Structure*

The Bank Merger is part of the Merger involving the parent holding companies of Columbia Bank and Atlantic Stewardship Bank. At the time of the Bank Merger, each share of Atlantic Stewardship Bank’s stock currently issued and outstanding will be cancelled. Following the consummation of the Bank Merger, each share of Columbia Bank’s stock currently issued and outstanding will remain issued and outstanding and wholly owned by Columbia Financial. Columbia Bank’s current federal stock charter and bylaws will remain as the federal stock charter and bylaws of the resulting institution following the Bank Merger. Additional information regarding the terms and conditions of the Merger and the Bank Merger is contained in the Merger Agreement, attached hereto as Exhibit 1 and in the Bank Merger Agreement, attached hereto as Exhibit 2.

*Significant Terms and Conditions*

Columbia Financial, Columbia Bank, Stewardship Financial and Atlantic Stewardship Bank have made customary representations, warranties, and covenants in the Merger Agreement for a transaction of this type.

*Financing Arrangements*

Columbia Financial and Columbia Bank do not intend to raise additional equity or incur debt to fund the Merger or the Bank Merger. The Merger Consideration, which consists entirely of cash, will be funded by a capital distribution to be paid by Columbia Bank to Columbia Financial prior to the effective time of the Merger.

*Closing Timeline*

The parties wish to close the Merger and Bank Merger in the fourth quarter of 2019. As such, and given the approvals required from the New Jersey Department of Banking and Insurance discussed below, Columbia Bank requests OCC approval of the Bank Merger by no later than September 30, 2019.

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

Columbia Bank will file an application, which will include a copy of this Application, to acquire all of the outstanding shares of common stock of Atlantic Stewardship Bank with the New Jersey Department of Banking and Insurance, as required under applicable provisions of the New Jersey Revised Statutes and the New Jersey Administrative Code.



Columbia Financial and Columbia Bank will also request that the Federal Reserve Board make a determination that an application is not required under Section 3 of the Bank Holding Company Act of 1956, as amended in connection with the Merger. Columbia Financial and Columbia Bank believe that such a determination would be consistent with Federal Reserve Board precedent in similar, analogous situations.

Further, Columbia Bank will submit an application to the OCC for approval of a capital distribution in the amount of approximately \$150 million, to be paid prior to the effective time of the Merger, to fund payment of the Merger Consideration to shareholders of Stewardship Financial and merger-related expenses. Columbia Bank will notify the Federal Reserve Bank of Philadelphia of this capital distribution pursuant to Section 10(f) of the Home Owners' Loan Act ("HOLA").

- 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.**

Columbia Bank's business strategy and operations will remain the same following the consummation of the Merger and Bank Merger.

- 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 of the related documents.**

A copy of the Merger Agreement is attached hereto as Exhibit 1 and a copy of the Bank Merger Agreement is attached hereto as Exhibit 2.

Certified copies of the resolutions of the Board of Directors of Columbia Financial and Columbia Bank approving the Merger and the Bank Merger are attached hereto as Confidential Exhibit D.

Certified copies of the resolutions of the Board of Directors of Stewardship Financial and Atlantic Stewardship Bank approving the Merger and the Bank Merger are attached hereto as Confidential Exhibit E.

The Bank Merger will not involve the creation or use of an interim charter.

- 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).**

Columbia Bank is not aware of any issues regarding the permissibility of the Bank Merger under applicable state or federal laws or regulations. Columbia Bank currently satisfies the qualified thrift lender test of section 10(m) of the HOLA, 12 U.S.C. § 1467a(m), and will satisfy the test on a combined basis following the Bank Merger. Additionally, Columbia Bank currently satisfies the limitations on loans and investments set forth in section 5(c) of the HOLA, 12 U.S.C. § 1464(c), and will satisfy these limits on a combined basis following the Bank Merger.

**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.**

Columbia Bank will not acquire any nonconforming or impermissible assets or activities as a result of the 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.**

Call Reports for both Columbia Bank and Atlantic Stewardship Bank for the period ended March 31, 2019 are attached hereto as Exhibit 4 and Exhibit 5, respectively. There have been no material changes in the financial condition of Columbia Bank or Atlantic Stewardship Bank since the date of the financial statements submitted in response to this item.

Confidential Exhibit C includes a pro forma balance sheet, as of March 31, 2019, for Columbia Bank after giving effect to the Bank Merger.

- 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.**

Confidential Exhibit C includes pro forma balance sheets and corresponding income statements for Columbia Bank for the first three years of operation after giving effect to the Bank Merger.

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

When valuing the Stewardship Financial and Atlantic Stewardship Bank, Columbia Financial and Columbia Bank conducted a comprehensive due diligence of Stewardship Financial and Atlantic Stewardship Bank, coordinated and led by Columbia Bank's key executives, which included, but was not limited to, an evaluation of Stewardship Financial and Atlantic Stewardship Bank's prospective estimated future earnings well as the potential impact of synergies and costs savings available to the combined institutions. In addition, Columbia Financial and Columbia Bank engaged third party advisors and consultants to advise and assist in various aspects of the Merger and the Bank Merger.

Boenning served as Columbia Financial's financial advisor and provided Columbia Financial with information and analyses employing generally accepted valuation methodologies including:

- (i) a review of trading multiples for a peer group of publicly traded banks and thrifts deemed to be comparable to Stewardship Financial and Atlantic Stewardship Bank;
- (ii) a review of the implied valuation multiples resulting from the application of the median percentage trading price premium paid in bank and thrift M&A transactions over a period of time to the trading values of the identified peer group for Stewardship Financial and Atlantic Stewardship Bank;
- (iii) a review of the implied transaction multiples associated with selected M&A transactions involving target banks and thrifts of similar size and/or financial performance characteristics to that of Stewardship Financial and Atlantic Stewardship Bank; and
- (iv) a discounted cash flow analysis that estimated the value of Stewardship Financial's stock to Columbia Financial by calculating the present value of the Stewardship Financial's and Atlantic Stewardship Bank's projected dividendable cash flows over a five-year projected period and assumed terminal values based on a range of earnings per share multiples.

Anticipated goodwill resulting from the Merger and the Bank Merger was calculated as the difference between the estimated aggregate purchase price and the estimated aggregate fair market value of the net tangible assets acquired, with a portion of the anticipated intangibles resulting from the mergers allocated to a core deposit intangible.

**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.**

The requested pro forma and projected regulatory capital schedule is included in Confidential Exhibit C hereto.

- 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.**

The current directors and senior executive officers of Columbia Financial and Columbia Bank, as the resulting institution, will remain in place following the effective time of the Merger and the Bank Merger. In addition, as of the effective time of the Merger and Bank Merger, Paul Van Ostenbridge will be appointed to the Boards of Directors of Columbia Financial and Columbia Bank. Mr. Van Ostenbridge is the current President and Chief Executive Officer of Stewardship Financial and Atlantic Stewardship Bank and also currently serves as a director of both Stewardship Financial and Atlantic Stewardship Bank.

Attached hereto as Confidential Exhibit F is a list of the names, addresses, titles, and share ownership for each of the directors and senior executive officers of Columbia Bank currently and following the Bank Merger. The principal occupation of each director is also provided.

**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.**

There is no litigation or investigation by local, state, or federal authorities involving Columbia Bank or Atlantic Stewardship Bank as a defendant or target of the investigation that is currently pending or was resolved within the last two years.

**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:**

**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.**

Atlantic Stewardship Bank's current CRA assessment area includes Bergen, Passaic, and Morris Counties in New Jersey. Columbia Bank has included all of Bergen and Passaic Counties in its CRA assessment area for many years. It had also included parts of Morris County and recently opted to include all of Morris County in its CRA assessment area. Columbia Bank is very familiar with the needs of the communities served by Atlantic Stewardship Bank. Columbia Bank has also been active in outreach activities in these counties. The OCC rated Columbia Bank "Satisfactory" under the CRA in its most recent CRA evaluation.

Columbia Bank will make reasonable efforts to ensure that any community groups that Atlantic Stewardship Bank currently serves continue to be served following the effective time of the Merger and the Bank Merger. If any of these community groups do not have an existing relationship with Columbia Bank, Columbia Bank will reach out to these groups to evaluate whether the relationship they had with Atlantic Stewardship Bank can continue with Columbia Bank following the effective time of the Merger and the Bank Merger.

Additionally, Columbia Bank will continue to take the lead in volunteering in all of the communities it serves following the effective time of the Merger and Bank Merger. Columbia Bank's volunteer program requires every employee of Columbia Bank to volunteer for at least one community event per year. For the past two years since implementing the volunteer program, close to 100% participation has been achieved. A good number of the volunteer events support low and moderate income communities, where the need is greatest.

Since its last CRA examination, Columbia Bank opened a branch office in a low income census tract located in Newark, New Jersey in March 2019. The branch office is staffed with a team fully committed to community outreach.

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

At this time, Columbia Bank does not anticipate any significant changes in services or products that will result from the consummation of the Merger and the Bank Merger.

**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.**

Atlantic Stewardship Bank and Columbia Bank are similar financial institutions and offer a closely aligned set of products and services. Columbia Bank does not anticipate that there will be any discontinued products or services following the effective time of the Merger and the Bank Merger, as customers of Atlantic Stewardship Bank will be mapped into a similar product type offered by Columbia Bank. Columbia Bank further anticipates that the Merger and the Bank Merger will result in a more robust set of product services for customers of Atlantic Stewardship Bank as a result of Columbia Bank's strong digital platform and mortgage loan products.

Atlantic Stewardship Bank currently provides its customers with the ability to obtain a credit card through a referral agreement it has in place with Elan Services. Columbia Bank does not currently anticipate that it will enter into a similar referral agreement with Elan Services following the effective time of the Merger and the Bank Merger.

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

The Merger and the Bank Merger will permit Columbia Bank to provide benefits to customers of the combined institution, particularly current Atlantic Stewardship Bank customers, and to the communities that the combined institution would serve and would permit Columbia Bank and Atlantic Stewardship Bank to pool their financial resources, reduce costs, diversify risk, and better serve their communities by offering a broad array of products and services and a greater level of customer service through a more extensive network of affiliated banking offices. Columbia Bank will not discontinue or change any services currently offered as a result of the transaction. The Merger and the Bank Merger should provide for a more robust set of product services for customers based upon Columbia's strong digital platform and mortgage loan products.

Columbia Bank offers a variety of residential mortgage and home equity loan products. Customers currently served by Atlantic Stewardship Bank will benefit from a broader product offering on loans (including biweekly mortgages, construction-to-permanent loans, FHA loans, and in the future VA loans) following the effective time of the Merger and the Bank Merger. Additionally, Columbia Bank currently offers two types of home equity line of credit ("HELOC") products, whereas Atlantic Stewardship Bank currently

offers only one. Columbia Bank's amortizing HELOC product has a ten year draw period and a twenty year repayment period whereas Atlantic Stewardship Bank's HELOC product has a five year draw period and a fifteen year repayment period.

**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.**

Columbia Bank and Atlantic Stewardship Bank are both approved SBA lenders. Following the effective time of the Merger and the Bank Merger, Columbia Bank expects to increase the number of SBA loans it originates as a result of the experienced SBA lenders currently employed by Atlantic Stewardship Bank. Columbia Bank is an approved FHA lender and plans to offer VA loans in the future. Columbia Bank also offers an affordable housing loan in its mortgage and home equity business lines. The program offers a reduced interest rate on certain loan products to qualified applicants whose homes are located in low or moderate income census tracts in Columbia Bank's CRA assessment area or those whose income is low or moderate and the property is within the bank's CRA assessment area. Lastly, Atlantic Stewardship Bank's customers will have access to Columbia Bank's branch and ATM network that covers ten counties in New Jersey.

Columbia Bank also currently maintains the following CRA initiatives, which will continue to remain in place following the effective time of the Merger and the Bank Merger:

*Affordable Housing*

- Columbia Bank has expanded its affordable housing loan offerings as a member bank of the Federal Home Loan Bank of New York by participating in Federal Home Loan Bank of New York's Homebuyer Dream Program, which can provide up to \$15,000 in closing costs and down payment assistance to qualified prospective low and moderate income home owners.
- Columbia Bank has proactively reached out to affordable housing organizations within its CRA assessment area to foster relationships with prospective low and moderate income mortgage borrowers and has hired dedicated mortgage account executives to focus on key communities in order to promote and originate loans in low and moderate income communities and to low and moderate income borrowers.
- Columbia Bank continues its membership with the Federal Home Loan Bank of New York and its Affordable Housing Program, which provides subsidy dollars for building housing units in multifamily projects that support low and moderate income renters and homeowners.

- Columbia Bank will continue supporting affordable housing activities by Habitat for Humanity within Columbia Bank's marketplace. In addition to making a financial contribution, through the Columbia Bank Foundation, an officer of Columbia Bank serves on the board of directors of Bergen County's Habitat for Humanity organization and provides financial expertise to the organization. Additionally, as part of Columbia Bank's community service involvement, Columbia Bank employees volunteer on work days at the Paterson, Greater Newark, Bergen, Burlington, and Gloucester Habitat for Humanity organizations.

*Food Banks and Kitchens*

- Columbia Bank will continue its community service activities with local food banks following the effective time of the Merger and the Bank Merger and Columbia Bank officers and employees will continue to serve as trustees on the boards of CUMAC/Echo (aka Center of United Methodist Aid to the Community Ecumenically Concerned Helping Others) and the Community Food Bank in Hillside, New Jersey. Currently, a Senior Vice President of Atlantic Stewardship Bank and Columbia Bank's Senior Vice President of Community Development both serve as board members of CUMAC.
- Teams of Columbia Bank employees volunteer their time packing and organizing the distribution of food and other household items for delivery to low income families and individuals. These volunteer events take place several times a month in north, central, and southern New Jersey.
- Teams of Columbia Bank employees also serve meals to low income and homeless individuals at food kitchens, such as Eva's Village, located in Columbia Bank's market area. All efforts support local residents who experience food insecurities.

*Financial Literacy:*

- Columbia Bank supports financial literacy in its local community by sponsoring literacy programs such as Everfi, an online financial literacy program that teaches high school students money management skills in several schools. One school specifically supports low and moderate income students.
- Columbia Bank employees look for opportunities to make financial presentations in our branches, schools and to low and moderate income groups.
- Our team of Columbia Bank employees also regularly reads to grammar school age children at the Paterson and Passaic Boys and Girls clubs Reading Heroes program.

**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.**

Columbia Bank's CRA assessment area includes all areas currently areas included in Atlantic Stewardship Bank's CRA assessment area (Bergen, Passaic, and Morris Counties). Therefore, no change in Columbia Bank's CRA assessment area will be required as a result of the Merger and the Bank Merger.

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

Columbia Bank's CRA Officer will administer the CRA program for the resultant institution. In addition, the Columbia Bank Foundation has made a commitment to entertain grant requests from charities that had benefited from Atlantic Stewardship Bank's tithing program.

**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.**

Not applicable.

Columbia is dedicated to supporting local communities through the financial services and products it offers, volunteerism, and philanthropy. Columbia earned a rating of "Satisfactory" in its most recent CRA performance evaluation conducted by the OCC.

Similarly, Atlantic is dedicated to meeting the credit needs of the communities in which it operates. Atlantic earned a "Satisfactory" rating in its most recent CRA performance evaluation conducted by the FDIC.

**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.**

Section 604(f) of the Dodd-Frank Act amended Section 18(c)(5)(B) of the Federal Deposit Insurance Act to require the responsible federal regulator, in this case, the OCC, in evaluating bank merger transactions, to take into consideration the risk to the stability of the United States banking or financial system. Columbia respectfully submits that the proposed Merger will not pose any risk to the stability of the United States banking or financial system.

The Bank Merger is a merger of two community banking organizations that on a combined basis generally conduct business in only a handful of counties in New Jersey. Consequently, the Bank Merger is not expected to have any impact on U.S. financial stability. The Bank Merger will result in a combined entity that will be better able to compete with larger financial institutions that operate regionally and nationally, but the combined entity will remain a locally-headquartered, service-oriented community bank serving Columbia Bank's market area.

Neither Columbia Bank nor Atlantic Stewardship Bank maintains assets that are unduly complex or risky. Rather, both institutions maintain assets that are typically maintained by smaller, community banks, primarily real estate loans and investment securities, most of the latter of which consist of U.S. government and agency securities. As a result, the proposed combination of Columbia Bank and Atlantic Stewardship Bank will result in a combined institution with assets that are not unduly complex or risky and are thus relatively simple to value.



Finally, as a combined entity, the resulting institution would control less than one percent of the total deposits in the United States. In addition, the proposed Merger would not (i) result in a reduction in the availability of substitute providers for the services offered by the combining firms, (ii) increase the interconnectedness of the combining firms and the rest of the financial system, or (iii) increase the complexity of the financial system. Moreover, neither Columbia Bank nor Atlantic Stewardship engages in a material volume of cross-border activities.

**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.**

Not applicable.

**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.<sup>5</sup>**

A list of current offices of Columbia Bank and Atlantic Stewardship Bank is attached hereto as Exhibit 6. All such offices will be retained as branches of Columbia Bank as of the effective time of the Merger. Atlantic Stewardship Bank has no approved but unopened branches.

Following the effective time of the Merger, Columbia Bank intends to evaluate the resulting combined branch network of Columbia Bank and Atlantic Stewardship Bank, which likely will result in branch closures in overlapping markets in the first year following the Merger. However, at this time, no final analysis or determinations as to branch closures have been made.

**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.**

---

<sup>5</sup> Please designate branch consolidations as those terms are used in the Joint Policy Statement on Branch Closings, 64 FR 34844 (June 29, 1999).

As a result of the Merger and the Bank Merger, Columbia Bank will become the sole shareholder of Atlantic Stewardship Insurance Company, LLC, a wholly-owned subsidiary of Atlantic Stewardship Bank that engages in insurance activities. Specifically, Atlantic Stewardship Insurance Company, LLC makes available to customers of Atlantic Stewardship Bank the opportunity to purchase certain medical, dental and vision insurance plans through a third party, Preferred Benefits Group, pursuant to the terms of a joint marketing agreement. Atlantic Stewardship Insurance Company, LLC is licensed as an insurance broker in the State of New Jersey.

- 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.**

Under the OCC's and Department of Justice's screens for reviewing a merger transaction's effect on competition, a merger that results in an HHI for a market on a post-merger basis of less than 1,800 and an increase of less than 200 in the market is generally considered to be within a "safe harbor" and unlikely to pose a harm to competition or to require additional regulatory review. The Bank Merger is unlikely to pose a harm to competition based on this screen. Following consummation of the Bank Merger, the HHI in the Relevant Banking Market will not exceed 1,800, and will not increase by 200 or more. Specifically, the HHI of the Relevant Banking Market will remain unchanged at 1188 following the completion of the Merger and the Bank Merger on an unweighted deposit basis, and decrease three points from 1323 to 1320 on a weighted deposit basis. Exhibit 3 hereto contains the HHI computations for the Relevant Banking Market. In addition, the Merger and the Bank Merger do not otherwise present any anticompetitive effects to the communities served by Columbia Bank and Atlantic Stewardship Bank. Instead, the Bank Merger should have a pro-competitive effect by creating an institution that is better able to compete with larger financial institutions that operate regionally and nationally.

- 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.

- 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.**

Not applicable.

**SUPPLEMENT TO INTERAGENCY BANK MERGER ACT APPLICATION  
COMPTROLLER OF THE CURRENCY**

- 19a. 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.**

Columbia Bank currently has no formal written commitments with community organizations. However, it has had long standing relationships with the Paterson, Newark, Metro Camden, and Greater Plainfield/Middlesex Habitat for Humanity organizations. Columbia Bank makes financial contributions to these chapters and any other Habitat for Humanity chapter within its CRA assessment area when a home is completed and a certificate of occupancy is issued.

Atlantic Stewardship Bank does not have any written commitments with community groups. However, it has a verbal commitment to provide financial literacy education on a regular basis to the Paterson Habitat and to OASIS – A Haven for Women and Children. In addition, Atlantic Stewardship Bank provides underwriting services to the Paterson Habitat for Humanity chapter for its mortgage applications. Atlantic Stewardship Bank currently sponsors two organizations through the Federal Home Loan Bank of New York's Affordable Housing Program, the Highland Park Housing Authority and the West Bergen Mental Health Center. Atlantic Stewardship Bank also has a pending application to sponsor Ridgewood Supportive Housing. Columbia Bank anticipates that it will continue to honor the verbal commitments made by Atlantic Stewardship Bank to these community organizations following the effective time of the Merger and the Bank Merger.

- 19b. 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.

- 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.**

Columbia Bank will acquire Atlantic Stewardship Bank's subsidiaries in the Bank Merger and hold these subsidiaries as operating subsidiaries. Please refer to Confidential Exhibit G, which provides the information and analysis of Atlantic Stewardship Bank's subsidiaries that would be required if Columbia Bank established these subsidiaries pursuant to 12 C.F.R. § 5.38.

**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 3rd day of July, 2019.  
Day Month Year

Columbia Bank  
Applicant

By:   
Signature of Authorized Officer

Thomas J. Kemly  
Print or Type Name

President and Chief Executive Officer  
Title

Atlantic Stewardship Bank  
Applicant

By: \_\_\_\_\_  
Signature of Authorized Officer

Paul Van Ostenbridge  
Print or Type Name

President and Chief Executive Officer  
Title

**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.

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Signed this 3rd day of July, 2019.  
Day Month Year

Columbia Bank  
Applicant

By: \_\_\_\_\_  
Signature of Authorized Officer

Thomas J. Kemly  
Print or Type Name

President and Chief Executive Officer  
Title

Atlantic Stewardship Bank  
Applicant

By:   
Signature of Authorized Officer

Paul Van Ostenbridge  
Print or Type Name

President and Chief Executive Officer  
Title

## EXHIBIT INDEX

### *Public Exhibit Volume:*

<u>Exhibit No.</u>	<u>Description</u>
1	Agreement and Plan of Merger, dated as of June 6, 2019, by and among Columbia Financial, Inc., Broadway Acquisition Corp. and Stewardship Financial Corporation
2	Bank Merger Agreement, dated as of June 6, 2019, by and between Columbia Bank and Atlantic Stewardship Bank
3	Herfindahl-Hirschman Index Analysis for Relevant Banking Market
4	Call Report for Columbia Bank for the Quarter Ended March 31, 2019
5	Call Report for Atlantic Stewardship Bank for the Quarter Ended March 31, 2019
6	Schedule of Branch Offices of Columbia Bank and Atlantic Stewardship Bank

### *Confidential Exhibit Volume:*

<u>Confidential Exhibit No.</u>	<u>Description</u>
A	Additional Information Regarding the Structure of the Merger and Bank Merger
B	Fairness Opinions, dated as of June 6, 2019, of Boenning & Scattergood, Inc. and Sandler O'Neill & Partners, L.P.
C	Pro Forma Financial Information
D	Resolutions of the Board of Directors of Columbia Financial, Inc. and Columbia Bank
E	Resolutions of the Board of Directors of Stewardship Financial Corporation and Atlantic Stewardship Bank
F	Schedule of Directors and Senior Executive Officers of Columbia Bank
G	Information Regarding Subsidiaries of Atlantic Stewardship Bank

July 3, 2019

direct dial 202 508 5882  
direct fax 202 204 5620  
cgattuso@kilpatricktownsend.com

\* \* \* **CONFIDENTIAL TREATMENT REQUESTED** \* \* \*

**VIA ELECTRONIC CATS SUBMISSION**

Mr. Thomas S. Angstadt  
Assistant Deputy Comptroller  
Office of the Comptroller of the Currency  
Northeastern District Office  
340 Madison Avenue, Fifth Floor  
New York, New York 10173

**Re: Interagency Bank Merger Act Application with Respect to the Acquisition of Atlantic Stewardship Bank, Midland Park, New Jersey by Columbia Bank, Fair Lawn, New Jersey**

Dear Mr. Angstadt:

On behalf of Columbia Bank, Fair Lawn, New Jersey (the “Bank”), and pursuant to 12 C.F.R. Section 163.22 of the Rules and Regulations of the Office of the Comptroller of the Currency (the “OCC”), enclosed is an Interagency Bank Merger Act Application (the “Application”) with respect to the Bank’s proposed acquisition of Atlantic Stewardship Bank, Midland Park, New Jersey (“the “Merger”).

**Request for Confidential Treatment**

We respectfully request confidential treatment of the Confidential Exhibit Volume to the Application and any other documents which are, or may at any time be, submitted in connection with or supplemental to the Application and marked “confidential” (the “Confidential Materials”).

The Confidential Materials contain sensitive, proprietary commercial and financial information concerning the current and prospective business, operations and financial condition of the parties to the Merger which is exempt from disclosure under the Freedom of Information Act, 5 U.S.C. § 552 (the “FOIA”). The Confidential Materials qualify under 12 U.S.C. § 552(b)(4) of the FOIA as confidential trade secrets and commercial and financial information. Unexpected disclosure of this information would impair the OCC’s ability to obtain necessary

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Mr. Thomas S. Angstadt  
Assistant Deputy Comptroller  
Office of the Comptroller of the Currency  
July 3, 2019  
Page 2

information to process applications in the future by incenting applicants to resist filing information that may be useful to the OCC in evaluating such applications. Moreover, the Bank has numerous competitors, and release of the Confidential Materials would be likely to result in substantial competitive injury. Specifically, the release of these Confidential Materials would provide competitors with confidential details of the proposed Merger, the financial impact of the Merger on the parties and proposed business plans. Because the parties do not have similar information on its competitors, the release of the Confidential Materials would put them at a competitive disadvantage.

The Confidential Materials are also exempt from disclosure under the FOIA pursuant to 5 U.S.C. § 552(b)(8) because it is related to bank supervision.

### **Publication of Notice**

Public notice of the filing of the Application is being published in accordance with the requirements of the instructions to the Application. The Bank will file the related affidavits of publication supplementally with your office.

\* \* \*

If you have any questions concerning this submission, please telephone the undersigned at 202.508.5884.

Very truly yours,

KILPATRICK TOWNSEND & STOCKTON LLP



Christina M. Gattuso

Enclosures

cc: Thomas J. Kemly, Columbia Bank  
Dennis E. Gibney, Columbia Bank  
Stephen F. Donahoe, Kilpatrick Townsend & Stockton LLP



**COLUMBIA BANK**

**19-01 Route 208 North  
Fair Lawn, New Jersey 07410**

**OCC INTERAGENCY BANK MERGER ACT APPLICATION**

**July 3, 2019**

**PUBLIC EXHIBIT VOLUME**

**COLUMBIA BANK**

**OCC Interagency Bank Merger Act Application**

**PUBLIC EXHIBIT VOLUME**

**Index**

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**EXHIBIT 1**

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Columbia Financial, Inc., Broadway Acquisition Corp. and  
Stewardship Financial Corporation**

**AGREEMENT AND PLAN OF MERGER**

**BY AND AMONG**

**COLUMBIA FINANCIAL, INC.**

**BROADWAY ACQUISITION CORP.**

**AND**

**STEWARDSHIP FINANCIAL CORPORATION**

**DATED AS OF JUNE 6, 2019**

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Exhibit B — Form of New Jersey Certificate of Merger



## AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this “*Agreement*”), dated as of June 6, 2019, is made and entered into by and among Columbia Financial, Inc., a Delaware corporation (“*Columbia*”), Broadway Acquisition Corp., a New Jersey corporation wholly-owned by Columbia (“*Merger Sub*”) and Stewardship Financial Corporation, a New Jersey corporation (“*Stewardship*”).

**WHEREAS**, the respective Boards of Directors of Columbia and Stewardship have determined that it is advisable and in the best interests of Columbia and Stewardship and their respective shareholders to consummate the merger as described herein, pursuant to which (i) Merger Sub will merge with and into Stewardship as described in Article 2 (the “*First-Step Merger*”) so that Stewardship is the surviving corporation in the First-Step Merger and a wholly-owned Subsidiary of Columbia and (ii) immediately thereafter, Stewardship, as the surviving corporation in the First-Step Merger, will merge with and into Columbia (the “*Second-Step Merger*”) and, together with the First-Step Merger, the “*Integrated Mergers*” or the “*Merger*”), with Columbia being the surviving corporation (hereinafter sometimes referred to in such capacity as the “*Surviving Corporation*”); and

**WHEREAS**, as a result of the First-Step Merger, the outstanding shares of common stock, no par value per share, of Stewardship (“*Stewardship Common Stock*”) will be converted into cash as described in Article 2; and

**WHEREAS**, Stewardship owns all of the issued and outstanding capital stock of Atlantic Stewardship Bank, a New Jersey state-chartered bank (“*Stewardship Bank*”), and Columbia owns all of the issued and outstanding capital stock of Columbia Bank, a federally chartered savings bank (“*Columbia Bank*”), and Columbia and Stewardship desire that Stewardship Bank be merged with and into Columbia Bank immediately after the Merger (the “*Bank Merger*”) pursuant to a Bank Merger Agreement (the “*Bank Merger Agreement*”) substantially in the form attached hereto as Exhibit A; and

**WHEREAS**, following the approval of the Stewardship Board of Directors of this Agreement, concurrently with the execution and delivery of this Agreement by the parties hereto and as an inducement to Columbia to enter into this Agreement, each of the directors of Stewardship has entered into a Shareholder Voting Agreement dated the date hereof (the “*Shareholder Voting Agreement*”) pursuant to which such directors have agreed to vote their shares of Stewardship Common Stock in favor of the Integrated Mergers and all other transactions contemplated by this Agreement.

**NOW, THEREFORE**, in consideration of the representations, warranties and covenants contained herein, the parties hereto agree as follows:

### ARTICLE 1 DEFINITIONS

1.1 **Definitions**. The following capitalized terms not otherwise defined herein have the meanings set forth below:

“*Acquisition Proposal*” means any offer, proposal, inquiry or indication of interest (other than an offer, proposal, inquiry or indication of interest by Columbia) contemplating or otherwise relating to any Acquisition Transaction.

“*Acquisition Transaction*” means any transaction or series of transactions involving (a) any merger, consolidation, share exchange, business combination, issuance of securities, acquisition of securities, tender offer, exchange offer or other similar transaction (i) in which any Stewardship Entity is a constituent corporation, and in which either (x) a Person or “group” (as defined in the Exchange Act and the rules promulgated thereunder) of Persons directly or indirectly acquires beneficial or record ownership of securities representing more than 25% of the outstanding securities of any class of voting securities of any Stewardship Entity or (y) in which any Stewardship Entity issues or sells securities or membership units representing more than 25% of the outstanding securities of any class of voting securities of any Stewardship Entity; or (b) any sale (other than sales in the Ordinary Course of Business), lease (other than in the Ordinary Course of Business), exchange, transfer (other than in the Ordinary Course of Business), license (other than nonexclusive licenses in the Ordinary Course of Business), acquisition or disposition of any business or businesses or assets that constitute or account for 25% or more of the consolidated net revenues, net income or assets of Stewardship.

“*Affiliate*” has the meaning set forth in Rule 12b-2 under the Exchange Act.

“*Ancillary Documents*” means the Bank Merger Agreement, the Shareholder Voting Agreement and any and all other agreements, certificates and documents required to be delivered by either party hereto prior to or at the Closing pursuant to the terms of this Agreement.

“*Business Day*” means any day other than Saturday, Sunday or a day on which a state bank is required to be closed under the Laws of the State of New Jersey.

“*Charter*” means (a) with respect to any corporation, those instruments that at that time constitute its charter as filed or recorded under the general corporation or other applicable Law of the jurisdiction of incorporation or association, including the articles or certificate of incorporation or association, any amendments thereto and any articles or certificates of merger or consolidation, and (b) with respect to any limited liability company, those agreements and instruments that at that time constitute the limited liability company agreement or operating agreement of such limited liability company executed by the members of the limited liability company, including any amendments thereto.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Columbia Disclosure Schedules*” means the Schedules delivered by Columbia to Stewardship on or prior to the date of this Agreement, which will neither be attached to this Agreement nor publicly available.

“*Columbia NDA*” means the Confidentiality and Non-Disclosure Agreement dated May 9, 2019 between Stewardship and Columbia.

“*Commonly Controlled Entity*” means any entity under common control with Stewardship within the meaning of Sections 414(b), (c), (m), (o) or (t) of the Code.

“*Consent*” means any authorization, consent, approval, filing, waiver, exemption or other action by or notice to any Person.

“*Contract*” means a contract, agreement, lease, commitment or binding understanding, whether oral or written, that is in effect as of the date of this Agreement or any time after the date of this Agreement.

“*CRA*” means the Community Reinvestment Act.

“*Disclosure Schedules*” means the Schedules delivered by Stewardship to Columbia or by Columbia to Stewardship, as the case may be, on or prior to the date of this Agreement, which will neither be attached to this Agreement nor publicly available.

“*Encumbrance*” means any charge, claim, community property interest, easement, covenant, condition, equitable interest, lien, option, pledge, security interest, right of first refusal or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*FICA*” means the Federal Insurance Contributions Act, as amended.

“*GAAP*” means generally accepted accounting principles in the United States applied on a consistent basis during the periods involved.

“*Governmental Authorization*” means any approval, consent, license, permit, waiver, registration or other authorization issued, granted, given, made available or otherwise required by any Governmental Entity or pursuant to applicable Law.

“*Governmental Entity*” means any federal, state, local, foreign, international or multinational entity or authority exercising executive, legislative, judicial, regulatory, administrative or taxing functions of or pertaining to government.

“*Governmental Order*” means any judgment, injunction, writ, order, ruling, award or decree by any Governmental Entity.

“*Indebtedness*” means, with respect to any Person, without duplication: (i) all obligations of such Person for borrowed money, or with respect to deposits or advances of any kind; (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments; (iii) all obligations of such Person upon which interest charges are customarily paid (other than trade payables incurred in the Ordinary Course of Business consistent with past practices); (iv) all obligations of such Person under conditional sale or other title retention agreements relating to any property purchased by such Person; (v) all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding obligations of such Person to creditors for services and supplies incurred in the Ordinary Course of Business); (vi) all lease obligations of such Person that are required to be or otherwise are capitalized on the books and

records of such Person in accordance with GAAP; (vii) all obligations of others secured by an Encumbrance on property or assets owned or acquired by such Person, whether or not the obligations secured thereby have been assumed; (viii) all obligations of such Person under interest rate, currency or commodity derivatives or hedging transactions (valued at the termination value thereof); (ix) all letters of credit or performance bonds issued for the account of such Person (excluding letters of credit issued for the benefit of suppliers to support accounts payable to suppliers incurred in the Ordinary Course of Business consistent with past practices); and (x) all guarantees and arrangements having the economic effect of a guarantee of such Person of any Indebtedness of any other Person.

“*Intellectual Property*” means: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereon, and all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisionals, extensions and re-examinations thereof; (b) all trademarks whether registered or unregistered, service marks, domain names, corporate names and all combinations thereof; (c) all copyrights whether registered or unregistered, and all applications, registrations and renewals in connection therewith; (d) all datasets, databases and related documentation; and (e) all other proprietary rights.

“*Knowledge of Columbia*” means the actual knowledge of the executive officers of the Columbia and Columbia Bank identified on *Schedule 1.1* of the Disclosure Schedules after reasonable investigation.

“*Knowledge of Stewardship*” means the actual knowledge of the executive officers of the Stewardship Entities identified on *Schedule 1.1* of the Disclosures Schedules after reasonable investigation.

“*Law*” means any constitution, law, ordinance, principle of common law, regulation, rule, statute or treaty of any Governmental Entity.

“*Liability*” means any liability or obligation whether accrued, absolute, contingent, unliquidated or otherwise, whether due or to become due, whether known or unknown, and regardless of when asserted.

“*Litigation*” means any claim, action, arbitration, mediation, audit, hearing, investigation, proceeding, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity or arbitrator or mediator.

“*Material Adverse Effect*” means any change, effect, development, occurrence, event or condition, individually or in the aggregate, that has had, or, with the passage of time, would reasonably be expected to have, a material adverse effect on the business, financial condition, or results of operations of the Stewardship Entities, taken as a whole, or Columbia and its Subsidiaries, taken as a whole, as the case may be; *provided, however*, that none of the following shall be deemed in themselves, either alone or in combination, shall constitute or be deemed to constitute a “*Material Adverse Effect*,” and none of the following shall be taken into account in determining whether there has been or would be a Material Adverse Effect: (a) changes after the

date hereof in Laws of general applicability to banks and bank holding companies, (b) changes after the date hereof in GAAP or regulatory accounting requirements generally applicable to banks and bank holding companies, (c) changes, after the date hereof, in economic conditions generally affecting banks and bank holding companies, including changes in the general level of market interest rates, or general market, economic, financial, capital markets or political or regulatory conditions in the United States, (d) changes, after the date hereof, in national or international political conditions, including the escalation of war or major hostilities by the United States, whether or not pursuant to a declaration of a national emergency or war, or the occurrence of terrorist attacks upon or within the United States, (e) any failure, in and of itself, by Stewardship or Columbia to meet any internal or published projections, forecasts, estimates, or predictions in respect of revenues, earnings, or other financial or operating metrics for any period (it being understood that the facts or occurrences giving rise to or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been or would reasonably be expected to become, a Material Adverse Effect, to the extent permitted by this definition and not otherwise excepted by a clause of this proviso), (f) the public announcement of the Merger, and (g) with respect to any of the Stewardship Entities, the effects of any action taken with the prior written consent of Columbia or as otherwise required by this Agreement; *further provided, however*, that the effect of any of the changes described in clauses (a) through (d) will not be excluded from the definition of “*Material Adverse Effect*” to the extent they have a disproportionate impact on the Stewardship Entities as a whole or Columbia and its Subsidiaries as a whole, as the case may be, on the one hand, as measured relative to similarly situated companies in the financial services industry, on the other hand.

“*Ordinary Course of Business*” means the ordinary course of business of the Stewardship Entities consistent with past custom and practice (including with respect to nature, scope, magnitude, quantity and frequency).

“*Permitted Encumbrances*” means (a) Encumbrances for Taxes and other governmental charges and assessments that are not yet due and payable or which are being contested in good faith by appropriate proceedings (provided required payments have been made and adequate accruals or reserves have been established in connection with any such contest), (b) Encumbrances of carriers, warehousemen, mechanics’ and materialmen and other like Encumbrances arising in the Ordinary Course of Business (provided lien statements have not been filed as of the Closing Date), (c) easements, covenants, rights of way and restrictions, zoning ordinances and other similar Encumbrances affecting the Real Property and which do not unreasonably restrict the use thereof in the Ordinary Course of Business, (d) statutory Encumbrances in favor of lessors arising in connection with any property leased to Stewardship or Stewardship Bank, (e) Encumbrances reflected in the Latest Stewardship Balance Sheet or arising under Material Contracts; (f) Encumbrances to secure liabilities for any discount with, borrowing from or other obligations to the Federal Home Loan Bank of New York and the Federal Reserve Bank of New York and (g) Encumbrances that will be removed prior to or in connection with the Closing.

“*Person*” means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, Governmental Entity or other entity.

“*Plan*” means every plan, fund, contract, program and arrangement (whether written or not) of any Stewardship Entity or Commonly Controlled Entity for the benefit of present or former employees, including those plans, funds, contracts, programs or arrangements intended to provide (a) medical, surgical, health care, hospitalization, dental, vision, workers’ compensation, life insurance, death, disability, legal services, severance, sickness or accident benefits (whether or not defined in Section 3(1) of ERISA), (b) pension, profit sharing, retirement, supplemental retirement or deferred compensation benefits (whether or not Tax qualified and whether or not defined in Section 3(2) of ERISA), (c) any kind of cash or equity incentive compensation, or (d) salary continuation, unemployment, supplemental unemployment, severance, termination pay, change-in-control, vacation or holiday benefits (whether or not defined in Section 3(3) of ERISA), (i) that is maintained or contributed to by any Stewardship Entity or any Commonly Controlled Entity, (ii) that a Stewardship Entity or any Commonly Controlled Entity has committed to implement, establish, adopt or contribute to in the future, (iii) for which a Stewardship Entity or any Commonly Controlled Entity is or may be financially liable as a result of the direct sponsor’s affiliation with the Stewardship Entities or their shareholders (whether or not such affiliation exists at the date of this Agreement and notwithstanding that the Plan is not maintained by a Stewardship Entity or any Commonly Controlled Entity for the benefit of its employees or former employees) or (iv) for or with respect to which any Stewardship Entity or any Commonly Controlled Entity is or may become liable under any common law successor doctrine, express successor liability provisions of Law, provisions of a collective bargaining agreement, labor or employment Law or agreement with a predecessor employer. “*Plan*” does not include any arrangement that has been terminated and completely wound up prior to the date of this Agreement and for which neither any Stewardship Entity nor any Commonly Controlled Entity has any present or potential Liability.

“*Regulatory Authority*” means each and every federal, state or local governmental, regulatory (banking or otherwise), or judicial authority having jurisdiction over any of Stewardship, Atlantic Stewardship Bank, Columbia, Columbia Bank, or any of their respective business operations, properties or assets, or the transactions described herein.

“*Remedies Exception*” means except to the extent enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting the enforcement of creditors’ rights generally and by general equitable principles.

“*Return*” means any return, declaration, report, estimate, information return or statement pertaining to any Taxes.

“*Statutory Declaration of Trust*” means the declaration of trust contained in the Amended and Restated Declaration of Trust dated as of September 17, 2003, among Stewardship, as Sponsor, U.S. Bank National Association, as Institutional Trustee, and the Administrators named therein.

“*Statutory Trust*” means the Stewardship Statutory Trust I, a Connecticut statutory trust.

“*Statutory Trust Agreements*” means the Statutory Trust Debentures, the Statutory Declaration of Trust, the Statutory Trust Guarantee, the Statutory Trust Indenture and the Statutory Trust Securities.

“*Statutory Trust Debentures*” means the Fixed/Floating Rate Junior Subordinated Deferrable Interest Debentures due 2033 dated as of September 17, 2003.

“*Statutory Trust Guarantee*” means the Guarantee Agreement, dated as of September 17, 2003, between Stewardship and U.S. Bank National Association, as Guarantee Trustee.

“*Statutory Trust Indenture*” means the Indenture dated as of September 17, 2003, between Stewardship, as Issuer, and U.S. Bank National Association, as Trustee.

“*Statutory Trust Securities*” means the common securities and preferred securities issued pursuant to the Statutory Declaration of Trust.

“*Stewardship Entities*” means, collectively, Stewardship, Atlantic Stewardship Bank, the Stewardship Bank Subsidiaries and “*Stewardship Entity*” means, individually, any such entity.

“*Stewardship Equity Incentive Plan*” means the Stewardship 2010 Stock Incentive Plan effective as of February 17, 2010.

“*Stewardship NDA*” means the Confidentiality and Non-Disclosure Agreement dated March 7, 2019, between Columbia and Stewardship.

“*Subordinated Note*” means the Stewardship 6.75% Fixed Rate Subordinated Note Due 2025.

“*Subsidiary*” means, with respect to any Person, any other Person (other than a natural person), whether incorporated or unincorporated, in which such Person, directly or indirectly (a) has a 50% or more equity interest or (b) owns at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other governing body performing similar functions; *provided, however*, that the term will not include any such entity in which such voting securities or equity interest is owned or controlled in a fiduciary capacity, without sole voting power, or was acquired in securing or collecting a debt previously contracted in good faith.

“*Superior Proposal*” means any Acquisition Proposal by a third party on terms which the Board of Directors of Stewardship determines in its good faith judgment, after consultation with its legal counsel and, with respect to financial matters, its financial advisors, to be, as to the consideration payable, more favorable from a financial point of view, and as to other matters, more favorable generally, to its shareholders than the Merger and the other transactions contemplated hereby, after taking into account the provisions of Article X of Stewardship’s Charter, the likelihood of consummation of such transaction on the terms set forth therein, taking into account all legal, financial (including the financing terms of any such proposal), regulatory and other aspects of such proposal, and any other relevant factors permitted under applicable Law.

“*Taxes*” means all taxes, charges, fees, levies or other assessments, including all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, social security, unemployment, excise, estimated, severance, stamp, occupation, property or other taxes, customs, duties, fees, assessments or charges of any

kind whatsoever, including all interest and penalties thereon, and additions to tax or additional amounts imposed by any Taxing Authority.

“*Taxing Authority*” means any Governmental Entity having jurisdiction with respect to any Tax.

Defined Terms. The following capitalized terms not defined in Section 1.1 and used in more than one Section of this Agreement have the meanings set forth in the Sections hereof set forth below:

<b><u>Definition</u></b>	<b><u>Section</u></b>
Advisory Board .....	6.10
Affordable Care Act .....	4.25(k)
Agreement .....	Preamble
ALLL .....	4.8
Bank Holding Company Act .....	3.1(a)
Bank Merger .....	Recitals
Bank Merger Agreement .....	Recitals
Bank Regulatory Approvals .....	3.2(c)
Columbia .....	Preamble
Columbia Bank .....	Recitals
Columbia Exchange Act Reports .....	3.3(a)
Columbia Financial Statements .....	3.3(b)
Certificate(s) .....	2.9(a)
Change of Stewardship Board Recommendation .....	6.3(a)
Closing .....	2.12
Continuing Employee .....	6.4(a)
Closing Date .....	2.12
D&O Insurance .....	6.6(b)
Department of Treasury .....	2.1(a)
Departments .....	4.24(e)
Distressed Loans .....	4.7(b)
DSP .....	2.11
Effective Time .....	2.1
ESPP .....	2.11
FDIC .....	4.9
First-Step Merger .....	Recitals
First-Step Merger Certificate .....	2.1(a)
FRB .....	3.2(c)
Indemnified Party .....	6.6(a)
Latest Stewardship Balance Sheet .....	4.5(a)
Leased Real Property .....	4.15(c)
Letter of Transmittal .....	2.9(a)
Loan Participation .....	4.7(f)
Material Contracts .....	4.21(a)
Merger .....	Recitals
Merger Consideration .....	2.4



<b><u>Definition</u></b>	<b><u>Section</u></b>
Merger Sub .....	Preamble
New Jersey Banking Statute .....	3.2(c)
NJBCA .....	2.1
NJDOBI .....	3.2(c)
OCC .....	3.2(c)
Operating Real Property .....	4.15(c)
OREO .....	4.7(b)
Owned Real Property .....	4.15(c)
Paying Agent .....	2.9(a)
Proxy Statement.....	6.3(b)
Real Property .....	4.15(b)
Representatives .....	5.7(a)
Required Consents .....	5.5
Required Stewardship Shareholder Vote .....	4.2(a)
S&L Holding Company Act.....	3.1(a)
Sandler O’Neill.....	0
SEC .....	3.3(a)
Second-Step Merger .....	Recitals
Second-Step Merger Certificate .....	2.1(b)
Shareholder Voting Agreement .....	Recitals
Surviving Corporation .....	Recitals
Termination Date .....	8.1(d)(i)
Third-Party Environmental Claim .....	4.17(a)(vii)
Transaction Litigation .....	5.12
Transfer Taxes .....	5.6(c)
Stewardship .....	Preamble
Stewardship Bank .....	Preamble
Stewardship Bank Call Reports .....	4.10
Stewardship Bank Common Stock .....	4.3
Stewardship Bank Financial Statements .....	4.5(c)
Stewardship Bank Subsidiaries .....	4.5
Stewardship Board Recommendation .....	6.3(a)
Stewardship Common Stock .....	Recitals
Stewardship Converted Common Stock .....	2.9(a)
Stewardship Customer Information .....	4.19(a)
Stewardship Employees .....	6.4(a)
Stewardship Exchange Act Reports .....	4.5(a)
Stewardship Financial Statements .....	4.5(c)
Stewardship IT Systems .....	4.19(b)
Stewardship Regulatory Reports .....	4.10
Stewardship Restricted Stock Award .....	2.10
Stewardship Shareholder Meeting .....	6.3(a)
Work Permits .....	4.24(e)

## ARTICLE 2 MERGER

### 2.1 The Integrated Mergers.

(a) Under the terms of this Agreement and subject to the satisfaction or waiver of the conditions set forth in Article 7, at the Effective Time, Merger Sub will be merged with and into Stewardship in accordance with the provisions of the New Jersey Business Corporation Act (“NJBCA”) (“*First-Step Merger*”). Stewardship shall be the surviving corporation in the First-Step Merger, and shall continue its corporate existence under the laws of the State of New Jersey. Upon consummation of the First-Step Merger, the separate corporate existence of Merger Sub shall terminate. On or before the date that the First-Step Merger is consummated (the “*Closing Date*”), Columbia and Stewardship, respectively, shall cause to be filed a certificate of merger with the Department of the Treasury of the State of New Jersey (the “*New Jersey Department of the Treasury*”) in accordance with the NJBCA (the “*First-Step Merger Certificate*”). The First-Step Merger shall become effective as of the date and time specified in the First-Step Merger Certificate (such date and time, the “*Effective Time*”).

(b) Immediately following the Effective Time, subject to the terms and conditions of this Agreement, in accordance with the Delaware General Corporation Law (the “*DGCL*”) and the NJBCA, Stewardship, as the surviving corporation in the First-Step Merger, shall merge with and into Columbia. Columbia shall be the Surviving Corporation in the Second-Step Merger, and shall continue its corporate existence under the laws of the State of Delaware. Upon consummation of the Second-Step Merger, the separate corporate existence of Stewardship shall terminate. On or before the Closing Date, Columbia and Stewardship, respectively, shall cause to be filed a certificate of ownership and merger with the Secretary of State of the State of Delaware in accordance with the DGCL and a certificate of merger with the New Jersey Department of the Treasury in accordance with the NJBCA (collectively, the “*Second-Step Merger Certificates*”). The Second-Step Merger shall become effective as of the date and time specified in the Second-Step Merger Certificates.

2.2 Effects of the Integrated Mergers. At and after the Effective Time, the First-Step Merger shall have the effects set forth in the NJBCA. At and after the effective time of the Second-Step Merger, the Second-Step Merger shall have the effects set forth in Section 259 of the DGCL and the NJBCA.

2.3 Effects of First-Step Merger on Merger Sub Capital Stock. At and after the Effective Time, each share of the capital stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and nonassessable share of common stock of Stewardship.

2.4 Conversion of Stewardship Common Stock in the First-Step Merger. At the Effective Time, by virtue of the First-Step Merger and without any action on the part of Columbia, Merger Sub or Stewardship or the holder of Stewardship Common Stock, subject to Section 2.9, each issued and outstanding share of Stewardship Common Stock (other than shares to be canceled pursuant to this Section 2.4) will be canceled and extinguished and be converted into and become a right to receive from Columbia \$15.75 in cash, without interest (the “*Merger*”).

Consideration”). Each share of Stewardship Common Stock held as treasury stock of Stewardship or held directly or indirectly by Columbia, other than shares held in a fiduciary capacity or in satisfaction of Indebtedness previously contracted, will be canceled, retired and cease to exist, and no exchange or payment will be made with respect thereto.

**2.5 Effects of Second-Step Merger on Columbia and Stewardship Common Stock.** At the effective time of the Second-Step Merger, each share of (a) Columbia common stock issued and outstanding immediately prior to such time shall remain issued and outstanding and shall not be affected by the Second-Step Merger and (b) Stewardship Common Stock, as the surviving corporation in the First-Step Merger, issued and outstanding immediately prior to such time shall be cancelled and shall cease to exist and neither the Merger Consideration nor any other consideration shall be delivered in exchange therefor.

**2.6 Certificate of Incorporation of Surviving Corporation.** At the Effective Time, the Certificate of Incorporation of Stewardship, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the surviving corporation in the First-Step Merger until such Certificate of Incorporation is thereafter amended in accordance with its terms and applicable law. At the effective time of the Second-Step Merger, the Certificate of Incorporation of Columbia, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended in accordance with its terms and applicable law.

**2.7 Bylaws of Surviving Corporation.** At the Effective Time, the Bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the Bylaws of the surviving corporation in the First-Step Merger until thereafter amended in accordance with their terms and applicable law. At the effective time of the Second-Step Merger, the Bylaws of Columbia, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended in accordance with their terms and applicable law.

**2.8 Directors; Officers.** At and immediately after the Effective Time, the directors and officers of Merger Sub in office immediately prior to the Effective Time shall be the directors and officers of the surviving corporation in the First-Step Merger until their respective successors are duly elected or appointed and qualified. Subject to Section 6.9, the directors and officers of Columbia in office immediately prior to the effective time of the Second-Step Merger shall be the directors and officers of the Surviving Corporation until their respective successors are duly elected or appointed and qualified.

**2.9 Payment and Exchange of Certificates.**

(a) **Appointment of Paying Agent; Payment of Merger Consideration; Exchange of Certificates.** At or prior to the Effective Time, Columbia shall deposit, or shall cause to be deposited, with a third party paying agent mutually satisfactory to Columbia and Stewardship (the “*Paying Agent*”), pursuant to an agreement entered into between Columbia and the Paying Agent prior to Closing, for the benefit of the holders of shares of Stewardship Common Stock (“*Stewardship Converted Common Stock*”), an amount of cash equal to the aggregate Merger Consideration. As promptly as practicable

after the Effective Time but in no event later than five (5) Business Days after the Closing, Columbia will cause to be distributed to each holder of Stewardship Converted Common Shares, of a letter of transmittal or other appropriate materials to facilitate the surrender of certificates representing such shares or any statement reflecting shares issued in book entry form, which prior to the Effective Time represented a share of Stewardship Common Stock (a “Certificate” or “Certificates” which is intended to refer to ownership of book entry accounts as well), in exchange for Merger Consideration for each Stewardship Converted Common Share (a “*Letter of Transmittal*”). As promptly as practicable but in no event later than ten (10) Business Days after surrender to the Paying Agent of any Certificate, Columbia will cause the Paying Agent to distribute to the Person in whose name such Certificate is registered, the Merger Consideration.

(b) Failure to Surrender Certificates. If outstanding Certificates formerly representing Stewardship Common Stock are not surrendered prior to the date on which the Merger Consideration to which any holder of such shares is entitled as a result of the Merger would otherwise escheat to or become the property of any Governmental Entity, the unclaimed Merger Consideration will, to the extent permitted by abandoned property and any other applicable Law, become the property of Columbia (and to the extent not in Columbia’s possession will be paid over to Columbia), free and clear of any and all claims or interest of any Person. Notwithstanding the foregoing, neither Columbia nor any other Person will be liable to any holder of Stewardship Converted Common Shares for any amount delivered to a public official pursuant to applicable abandoned property, escheat or other similar Laws.

(c) Lost Certificates. In the event that any stock certificate representing Stewardship Converted Common Shares will have been lost, stolen or destroyed, Columbia will issue and pay in exchange for such lost, stolen or destroyed certificate, upon the making of an affidavit of that fact by the holder thereof in form satisfactory to the Paying Agent, the Merger Consideration for each Stewardship Converted Common Share; *provided, however,* that Columbia or the Paying Agent may, as a condition precedent to the issuance and payment of the Merger Consideration to which the holder of such certificate is entitled as a result of the Merger, require the owner of such lost, stolen or destroyed certificate to deliver a bond in such customary form and amount as Columbia or the Paying Agent may reasonably require as indemnity against any claim that may be made against Columbia, Stewardship or any other party with respect to the certificate alleged to have been lost, stolen or destroyed.

(d) Full Satisfaction. The Merger Consideration issued and paid upon the surrender for exchange of each Stewardship Converted Common Share in accordance with the terms and conditions of this Agreement will be deemed to have been issued and paid in full satisfaction of all rights pertaining to such Stewardship Converted Common Share.

2.10 Stewardship Restricted Stock. At the Effective Time, each award in respect of a share of Stewardship Common Stock subject to vesting, repurchase or other lapse restriction granted under a Plan that is outstanding immediately prior to the Effective Time (a “*Stewardship Restricted Stock Award*”) will fully vest and will be converted into the right to

receive, without interest, the Merger Consideration payable pursuant to Section 2.4. Stewardship will deliver stock certificates representing the shares of Stewardship Common Stock that are subject to vested Stewardship Restricted Stock Awards simultaneously with the Effective Time. Payment of the Merger Consideration to holders of such shares will be governed by Section 2.9(a); *provided, however*, that Columbia will be entitled to deduct and withhold, or cause the Paying Agent to deduct and withhold, from the Merger Consideration payable in respect to Stewardship Restricted Stock Awards all such amounts as it is required to deduct and withhold under the Code or any provisions of state, local or foreign Tax law.

2.11 **Stewardship Employee Stock Purchase Plan/Director Stock Plan.** With respect to Stewardship's Employee Stock Purchase Plan (the "*ESPP*") and Stewardship Director Stock Plan ("*DSP*") the Board of Directors of Stewardship will adopt resolutions or take other actions as may be required to (i) cause the exercise (as of no later than five (5) Business Days prior to the date on which the Effective Time occurs) of any outstanding purchase right pursuant to the ESPP and DSP, (ii) provide that no further purchase periods or purchase rights will be available under the ESPP or DSP from and following ten (10) Business Days following the date of this Agreement or in accordance with any notice periods required under the ESPP or DSP, as applicable, and (iii) terminate the ESPP and DSP (with such termination effective prior to the Effective Time).

2.12 **The Closing.** The closing of the transactions contemplated by this Agreement (the "*Closing*") will take place as soon as practicable once the conditions in Article 7 have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions) but in any event within 10 Business Days after the date on which all such conditions have been satisfied or waived, unless the parties otherwise agree (the "*Closing Date*") by electronic exchange of documents and signatures; *provided*, that if Columbia and Stewardship mutually agree to a physical closing, the Closing shall take place at the offices of Columbia, located at 19-01 Route 208 North, Fair Lawn, NJ 07410, or at a location otherwise agreed upon by Columbia and Stewardship. The failure of the Closing will not *ipso facto* result in termination of this Agreement and will not relieve any party of any obligation under this Agreement.

(a) Subject to the conditions set forth in this Agreement, on the Closing Date, Stewardship will deliver to Columbia:

(i) the certificate of Stewardship, dated the Closing Date, required by Section 7.3(c);

(ii) the certificate of Stewardship, dated the Closing Date, required by Section 7.3(d);

(iii) a certificate of Stewardship dated the Closing Date (A) stating the number of shares of Stewardship Common Stock outstanding immediately prior to the Effective Time, and (B) stating that there are no other shares of capital stock of Stewardship or options, warrants, rights to acquire, or securities convertible into capital stock of Stewardship, outstanding as of the Closing Date;

(iv) duly executed copies of all Required Consents;

(v) a certificate of the secretary or an assistant secretary of Stewardship Bank, dated the Closing Date, certifying as to a copy of the text of the resolutions adopted by the Board of Directors of Stewardship Bank, and by Stewardship as the sole shareholder of Stewardship Bank, authorizing the Bank Merger;

(vi) certificates representing all outstanding shares of Stewardship Bank Common Stock, which will be free of any Encumbrance;

(vii) the minute books, stock transfer records, corporate seal and other materials related to the corporate administration of Stewardship and Stewardship Bank (which shall remain left at the corporate headquarters of Stewardship);

(viii) certificates dated as of a date not earlier than the third (3<sup>rd</sup>) Business Day prior to the Closing executed by appropriate officials of the State of New Jersey as to the good standing of Stewardship and Stewardship Bank; and

(ix) such other certificates, real property title reports, documents and instruments that Columbia reasonably requests for the purpose of (A) evidencing the accuracy of the representations and warranties of Stewardship, (B) evidencing the performance and compliance by Stewardship with agreements contained in this Agreement, (C) evidencing the satisfaction of any condition referred to in Section 7.3 or (D) otherwise facilitating the consummation of the transactions contemplated by this Agreement.

(b) Subject to the conditions set forth in this Agreement, on the Closing Date, Columbia will deliver to Stewardship:

(i) the certificate of Columbia, dated the Closing Date, required by Section 7.2(c);

(ii) the certificate of Columbia, dated the Closing Date, required by Section 7.2(d);

(iii) such other certificates, documents and instruments that Stewardship reasonably requests for the purpose of (1) evidencing the accuracy of the representations and warranties of Columbia, (2) evidencing the performance and compliance by Columbia with agreements contained in this Agreement, (3) evidencing the satisfaction of any condition referred to in Section 7.2 or (4) otherwise facilitating the consummation of the transactions contemplated by this Agreement; and

(iv) a fully-executed copy of the Paying Agent Agreement.

2.13 **Withholding**. Columbia or the Paying Agent will be entitled to deduct and withhold from amounts payable pursuant to this Agreement, including the Merger Consideration,

any amounts required to be withheld or deducted with respect to such consideration or payments under any applicable provisions of all Laws relating to Taxes (including the Code). To the extent that amounts are so withheld and timely remitted to the appropriate Governmental Entity, such withheld amounts will be treated for all purposes of this Agreement as having been paid to the holder of Stewardship Common Stock in respect of which such deduction and withholding was made.

2.14 **Restructure of Transaction.** Columbia shall have the right to revise the structure of the Merger in order to achieve tax benefits or for any other reason, including for its internal accounting purposes, which Columbia may deem advisable; provided, however, that Columbia shall not have the right, without the approval of the Board of Directors of Stewardship and, if and to the extent required by applicable law, the holders of Stewardship Common Stock, to make any revision that (i) would change the amount or type of the Merger Consideration to which the holders of shares of Stewardship Common Stock are entitled (as determined in the manner provided in Sections 2.4 and 2.10), (ii) would materially delay or jeopardize receipt of the approval of the Merger by any Regulatory Authority, or (iii) could reasonably be expected to adversely impact the tax consequences arising from the transactions contemplated by this Agreement to any holders of Stewardship Common Stock. Columbia may exercise this right of revision by giving written notice to Stewardship in the manner provided in Section 9.2 of this Agreement, which notice shall include a form of an amendment to this Agreement or a form of an Amended and Restated Agreement and Plan of Merger which, in either case, shall not be required to be executed by any of the parties, and shall include a certification by the Chief Financial Officer of Columbia that, to his knowledge, such revision complies with the terms and conditions of this Section 2.14.

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF COLUMBIA**

Columbia hereby represents and warrants to Stewardship that, except as described in the Columbia Disclosure Schedules:

#### **3.1 Organization and Qualification.**

(a) Columbia is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has the requisite corporate power to carry on its business as now conducted. Columbia is registered as a savings and loan holding company under Savings and Loan Holding Company Act of 1967, as amended (the "*S&L Holding Company Act*"). Columbia is licensed or qualified to do business in every jurisdiction in which the nature of its business or its ownership or property requires it to be licensed or qualified, except where the failure to be so licensed or qualified would not have or would not be reasonably expected to have a Material Adverse Effect on Columbia.

(b) Columbia Bank is a federal savings bank duly organized, validly existing and in good standing under the Laws of the United States and is authorized to transact business as a bank under federal Law. Columbia Bank is licensed or qualified to do business in every jurisdiction in which the nature of its business or its ownership or

property requires it to be licensed or qualified, except where the failure to be so licensed or qualified would not have or would not be reasonably expected to have a Material Adverse Effect on Columbia. Columbia Bank has the requisite corporate power and authority (including all Governmental Authorizations as are legally required) to carry on its business as now being conducted, to own, lease and operate its properties and assets as now owned, leased or operated and to enter into and to carry on the business and activities now conducted by it. Columbia Bank is an insured bank as defined in the Federal Deposit Insurance Act, as amended (the “*FDIA*”). Except as set forth on *Schedule 3.1(b)*, Columbia Bank has no Subsidiaries and has no equity interest, direct or indirect, in any bank or corporation or in any limited liability company, partnership, joint venture or other business enterprise or entity, except as acquired through settlement of Indebtedness, foreclosure, the exercise of creditors’ remedies or in a fiduciary capacity.

(c) Merger Sub is a corporation duly organized, validly existing and in good standing under the Laws of the State of New Jersey and has the requisite corporate power to carry on its business as now conducted. Merger Sub was formed to be a party to the First-Step Merger and has engaged only in activities related thereto. Merger Sub is licensed or qualified to do business in every jurisdiction in which the nature of its business or its ownership or property requires it to be licensed or qualified, except where the failure to be so licensed or qualified would not have or would not be reasonably expected to have a Material Adverse Effect on Columbia.

### 3.2 **Authority Relative to this Agreement; Non-Contravention.**

(a) Each of Columbia, Columbia Bank and Merger Sub has the requisite corporate power and authority to enter into this Agreement and the Ancillary Documents (to which Columbia, Columbia Bank or Merger Sub is a signatory) and to carry out its obligations hereunder. The execution and delivery of this Agreement and such other Ancillary Documents by each of Columbia, Columbia Bank and Merger Sub, and the consummation by each of Columbia, Columbia Bank and Merger Sub of the transactions contemplated hereby and thereby have been duly authorized by the Board of Directors of each of Columbia, Columbia Bank and Merger Sub. No other corporate proceedings on the part of either Columbia, Columbia Bank or Merger Sub are necessary to authorize this Agreement and the Ancillary Documents (to which Columbia, Columbia Bank or Merger Sub is a signatory), or to consummate the Merger, the Bank Merger and the transactions contemplated by this Agreement.

(b) This Agreement has been duly executed and delivered by Columbia and Merger Sub and constitutes a valid and binding obligation of each of Columbia and Merger Sub, enforceable in accordance with its terms, subject to the Remedies Exception. Neither Columbia nor Merger Sub is subject to, or obligated under, any provision of (a) its Charter or Bylaws, (b) any Contract, (c) subject to obtaining the Consents referred to in Section 3.2(c), any license, franchise or permit or (d) subject to obtaining the Consents referred to in Section 3.2(c), any Law, order, judgment or decree, which would be breached or violated, or in respect of which a right of termination or acceleration or any Encumbrance on any of its or any of its Subsidiaries’ assets would be created, by its execution, delivery and performance of this Agreement or the consummation by it of the



transactions contemplated hereby.

(c) No Consent of any Governmental Entity is necessary on the part of Columbia or Merger Sub for the consummation by it of the transactions contemplated hereby, except for the following: (i) any approvals or waivers from the Board of Governors of the Federal Reserve System (the “*FRB*”) for the Merger required under the S&L Holding Company Act or Bank Holding Company Act of 1956 (the “*BHC Act*”), any approvals from the Office of the Comptroller of the Currency (the “*OCC*”) under the Bank Merger Act for the Merger and the Bank Merger and any approvals of the New Jersey Department of Banking and Insurance (the “*NJDOBI*”) for the Merger and the Bank Merger required under the New Jersey Department of Banking and Insurance Act of 1948 (the “*New Jersey Banking Statute*”), and any approvals from the FDIC for the Bank Merger required under Bank Merger Act (such approvals or waivers under the S&L Holding Company Act, the BHC Act, the New Jersey Banking Statute and the Bank Merger Act being herein collectively referred to as the “*Bank Regulatory Approvals*”); (ii) the filing with respect to the Integrated Mergers of the First-Step Merger Certificate and Second-Step Merger Certificate; and (iii) the filing with respect to the Bank Merger of Articles of Combination with the OCC and Articles of Merger with the NJDOBI.

### 3.3 Exchange Act Reports; Financial Statements.

(a) Prior to the execution of this Agreement, Columbia has made available to Stewardship complete and accurate copies of (i) Columbia’s Annual Reports on Form 10-K for the year ended December 31, 2018, as amended, as filed under the Exchange Act with the Securities and Exchange Commission (the “*SEC*”), (ii) all Columbia proxy statements and annual reports to shareholders used in connection with meetings of Columbia shareholders held since January 1, 2019, and (iii) Columbia’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2019 (collectively, the “*Columbia Exchange Act Reports*”), as filed under the Exchange Act with the SEC. As of their respective dates, the Columbia Exchange Act Reports (x) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and (y) complied as to form in all material respects with the applicable Laws of the SEC. Since January 1, 2018, Columbia has filed all reports that it was required to file with the SEC pursuant to the Exchange Act.

(b) Columbia has made available to Stewardship copies of its audited consolidated balance sheets as of December 31, 2016, 2017, and 2018 and the related statements of operations, changes in shareholders’ equity and cash flows for the years then ended (collectively, together with any notes thereto, the “*Columbia Financial Statements*”). The Columbia Financial Statements are based upon the books and records of Columbia, and have been prepared in accordance with GAAP. The Columbia Financial Statements fairly present the consolidated financial position of Columbia as of the dates thereof and the consolidated results of operations, changes in shareholders’ equity and cash flows for the periods then ended. The Columbia Financial Statements disclose all material Liabilities of Columbia and its Subsidiaries to the extent required by GAAP.

3.4 **No Material Adverse Changes.** Since December 31, 2018, there has been no material adverse change in, and no event, occurrence or development in the business of Columbia or its Subsidiaries that, taken individually or as a whole, has had or would reasonably be expected to have a Material Adverse Effect on Columbia or Columbia Bank or on the consummation of the transactions contemplated hereby. Except with respect to the transactions contemplated hereby, each of Columbia and Columbia Bank has conducted its respective business only in the Ordinary Course of Business.

3.5 **Compliance with Laws.**

(a) Columbia and each of its Subsidiaries are, and at all times since January 1, 2015 have been, in compliance with all Laws, Governmental Orders or Governmental Authorizations., except where the failure to so comply would not have a Material Adverse Effect on Columbia.

(b) Since January 1, 2015, each of Columbia and its Subsidiaries has held all Governmental Authorizations required for the conduct of its business, except where the failure to hold any such Governmental Authorization would not have a Material Adverse Effect on Columbia.

(c) Neither Columbia nor any of its Subsidiaries is a party to or is subject to any Governmental Order, written agreement or memorandum of understanding with, or a commitment letter or similar submission to, or extraordinary supervisory letter from any Bank Regulator, nor has Columbia or any of its Subsidiaries adopted any policies, procedures or board resolutions at the request or suggestion of, any Regulatory Authority that would reasonably be expected to impair the ability of Columbia to obtain the Bank Regulatory Approvals or to operate the Surviving Corporation in the Ordinary Course of Business after the Closing Date.

(d) No Governmental Entity has initiated since January 1, 2015 or currently has pending any proceeding or enforcement action against Columbia or any of its Subsidiaries.

(e) Since January 1, 2015, neither Columbia nor any of its Subsidiaries has been advised of, and has no reason to believe that, any facts or circumstances exist that could reasonably be expected to cause Columbia or any of its Subsidiaries to be deemed to be operating in material violation of any provision of the Bank Secrecy Act, the USA PATRIOT Act of 2001 or any Governmental Order issued with respect to anti-money laundering by the U.S. Department of the Treasury's Office of Foreign Assets Control, or any other applicable anti-money laundering Law or Governmental Order issued with respect to economic sanctions programs by the U.S. Department of the Treasury's Office of Foreign Assets Control.

3.6 **Regulatory Approvals.** As of the date hereof, Columbia is not aware of any fact or circumstance relating to it or any of its Subsidiaries that would materially impede or delay receipt of any Bank Regulatory Approvals or that would likely result in the Bank Regulatory Approvals not being obtained. Neither Columbia nor any of its Subsidiaries is subject to any

Governmental Order, written agreement or memorandum of understanding with, or is a party to any commitment letter or similar undertaking to, or is a recipient of any extraordinary supervisory agreement letter from, or has adopted any board resolutions at the request of, any Governmental Entity that would reasonably be expected to, impair the ability of Columbia to obtain the Bank Regulatory Approvals in a timely fashion or to operate Stewardship Bank in the Ordinary Course of Business after the Merger. Columbia has not received any indication from any Governmental Entity that such Governmental Entity would oppose or refuse to grant or issue its consent or approval, if required, with respect to the transactions contemplated hereby, and has no reason to believe that, if requested, any Governmental Entity required to approve the transactions contemplated by this Agreement would oppose or fail to grant its consent or approval to such transactions.

3.7 **Litigation.** There is no Litigation pending against, or, to the knowledge of Columbia, threatened against Columbia or its Subsidiaries, any present or former officer, director or employee of Columbia or its Subsidiaries (relating to their capacity as such) or any Person for whom Columbia or its Subsidiaries may be liable or to which any of their respective properties or assets may be subject, before or by any Governmental Entity, that (i) would reasonably be expected to have a Material Adverse Effect on Columbia or Columbia Bank or (ii) in any manner challenges or seeks to prevent, enjoin, alter or materially delay any of the transactions contemplated by this Agreement.

3.8 **Community Reinvestment Act.** Each Subsidiary of Columbia that is an insured depository institution had a rating of “satisfactory” or better as of its most recent CRA examination, and no such Subsidiary has been advised of, and has no reason to believe that, any facts or circumstances exist that would reasonably be expected to cause such Subsidiary to be deemed not to be in satisfactory compliance in any respect with the CRA or to be assigned a rating for CRA purposes by any Governmental Entity charged with the supervision or regulation of banks or bank holding companies or engaged in the insurance of bank deposits (collectively, “*Bank Regulators*”) of lower than “satisfactory.”

3.9 **Financing.** Columbia has, and, on the Closing Date will have, sufficient cash reserves, or has, and, on the Closing Date will have, access to sufficient cash, with which to pay the Merger Consideration described herein without the need for any additional capital.

3.10 **No Other Representations or Warranties.**

(a) Except for the representations and warranties made by Columbia in this Article 3, neither Columbia nor any other Person makes any express or implied representation or warranty with respect to Columbia, its Subsidiaries or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and Columbia hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, neither Columbia nor any other person makes or has made any representation or warranty to Stewardship or any of its Affiliates or Representatives with respect to (i) any financial projection, forecast, estimate, budget or prospective information relating to Columbia, any of its Subsidiaries or their respective businesses, or (ii) except for the representations and warranties made by Columbia in this Article 3, any oral or written information presented to Stewardship or any of its Affiliates or Representatives in the course of

their due diligence investigation of Columbia, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) Columbia acknowledges and agrees that neither Stewardship nor any other Person has made or is making any express or implied representation or warranty other than those contained in Article 4.

#### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF STEWARDSHIP**

Stewardship hereby represents and warrants to Columbia that, except as described in the Disclosure Schedules:

##### **4.1 Organization and Qualification.**

(a) Stewardship is a corporation duly organized, validly existing and in good standing under the Laws of the State of New Jersey, and has the requisite corporate power to carry on its business as now conducted. Stewardship is a bank holding company registered under the BHC Act. Except for Stewardship Bank and the Statutory Trust, Stewardship has no direct Subsidiaries. Except as set forth on *Schedule 4.1(a)*, Stewardship is, and as of the Closing Date will be, the lawful record and beneficial owner of all of the issued and outstanding stock of Stewardship Bank, free and clear of any Encumbrance. The copies of the Charter and Bylaws of Stewardship which have been provided or made available to Columbia prior to the date of this Agreement are correct and complete and reflect all amendments made thereto. Stewardship is not in violation of any provisions of its Charter and Bylaws.

(b) Stewardship Bank is a New Jersey chartered commercial bank authorized to conduct business as a bank in New Jersey and is duly organized, validly existing and in good standing under the Laws of the State of New Jersey. Stewardship Bank has the requisite corporate power and authority (including all Governmental Authorizations as are legally required) to carry on its business as now being conducted, to own, lease and operate its properties and assets as now owned, leased or operated and to enter into and to carry on the business and activities now conducted by it. Stewardship Bank is an insured bank as defined in the FDIA. Except for those Subsidiaries listed on *Schedule 4.1(b)* (the “*Stewardship Bank Subsidiaries*”), Stewardship Bank has no other Subsidiaries. Stewardship Bank is, and as of the Closing Date will be, the lawful record and beneficial owner of all of the issued and outstanding stock or membership interests, as applicable of each of the Stewardship Bank Subsidiaries, free and clear of any Encumbrance. The nature of the business of Stewardship Bank does not require it to be, and it is not, qualified to do business in any jurisdiction other than the State of New Jersey. The copies of the Charter and Bylaws of Stewardship Bank which have been provided or made available to Columbia prior to the date of this Agreement are correct and complete and reflect all amendments made thereto. Stewardship Bank is not in violation of any provisions of its Charter and Bylaws.

(c) The Statutory Trust is duly organized, validly existing under the Connecticut Statutory Trust Act, Chapter 615 of Title 34 of Connecticut General Statutes, and the Laws of the State of Connecticut. Stewardship is the lawful record and beneficial owner of all of the Statutory Trust Securities that are common securities. The copy of the Statutory Declaration of Trust that has been provided or made available to Columbia prior to the date of this Agreement is correct and complete and reflects all amendments made thereto. The Statutory Trust is not in violation of any provisions of the Statutory Declaration of Trust. Stewardship has not exercised its right to defer payments of interest on the Statutory Trust Securities pursuant to the Statutory Trust Debentures.

(d) Each Stewardship Bank Subsidiary is duly organized, validly existing and in good standing under the Laws of the State of New Jersey. Each Stewardship Bank Subsidiary has the requisite power and authority (including all Governmental Authorizations as are legally required) to carry on its business as now being conducted, to own, lease and operate its properties and assets as now owned, leased or operated and to enter into and to carry on the business and activities now conducted by it. The nature of the business of each Stewardship Bank Subsidiary does not require it to be, and it is not, qualified to do business in any jurisdiction other than the State of New Jersey. The copy of the Charter or Organization Certificate for each Stewardship Bank Subsidiary which have been provided or made available to Columbia prior to the date of this Agreement is correct and complete and reflects all amendments made thereto. No Stewardship Bank Subsidiary is in violation of any provisions of its Charter or Organization Certificate or other governing documents.

#### 4.2 **Authority Relative to this Agreement; Non-Contravention.**

(a) Stewardship has the requisite corporate power and authority to enter into this Agreement and the Ancillary Documents (to which Stewardship is a signatory), and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and such other Ancillary Documents by Stewardship, and the consummation by Stewardship of the transactions contemplated hereby and thereby have been duly authorized by the Board of Directors of Stewardship. Other than the approval of the Merger by holders of at least a majority of the number of issued and outstanding shares of Stewardship Common Stock as of the record date for the Stewardship Shareholder Meeting (the “*Required Stewardship Shareholder Vote*”), no other corporate proceedings on the part of Stewardship are necessary to authorize this Agreement and the Ancillary Documents (to which Stewardship is a signatory), or to consummate the Merger or any other transactions contemplated hereby or thereby. No “control share acquisition,” “business combination moratorium,” “fair price” or other form of antitakeover statute or regulation under the NJBCA or any applicable provisions of the takeover Laws of New Jersey or any other state (and any comparable provisions of the Stewardship Charter or Bylaws), apply or will apply to this Agreement, the Merger, the Bank Merger Agreement or the Bank Merger.

(b) This Agreement and the Ancillary Documents (to which Stewardship is a signatory) have been duly executed and delivered by Stewardship and constitute valid and binding obligations of Stewardship, enforceable in accordance with its terms, subject

to the Remedies Exception. None of the Stewardship Entities is subject to, or obligated under, any provision of (i) its Charter, Bylaws or other governing documents, (ii) any Contract, (iii) subject to obtaining the Consents referred to in Section 4.2, any license, franchise or permit or (iv) subject to obtaining the Consents referred to in Section 4.2(c), any Law, order, judgment or decree, which would be breached or violated, or in respect of which a right of termination or acceleration or any Encumbrance on any of its assets would be created, by the execution, delivery or performance of this Agreement and the Ancillary Documents (to which Stewardship is a signatory), or the consummation of the transactions contemplated hereby and thereby, other than any such breaches or violations which will not, individually or in the aggregate, have a Material Adverse Effect on Stewardship or the consummation of the transactions contemplated hereby and thereby.

(c) Other than the Bank Regulatory Approvals and the filing of the Second-Step Merger Certificates with the Secretary of State of New Jersey, respectively, no Governmental Authorization is necessary on the part of any of the Stewardship Entities for the consummation by Stewardship of the transactions contemplated by this Agreement and the Ancillary Documents (to which Stewardship is a signatory), except for such Governmental Authorizations as to which the failure to obtain would not, individually or in the aggregate, have a Material Adverse Effect on Stewardship or the consummation of the transactions contemplated hereby or thereby.

4.3 **Capitalization.** The authorized capital stock of Stewardship consists of (a) 20,000,000 shares of Stewardship Common Stock, no par value and (b) 2,500,000 shares of preferred stock, no par value per share. As of May 31, 2019, (i) 8,714,222.3832 shares of Stewardship Common Stock were issued and outstanding (including 60,622 shares subject to Stewardship Restricted Stock Awards that are unvested), (ii) no shares of Stewardship Common Stock were held as treasury shares, and (iii) no shares of Stewardship preferred stock were issued and outstanding. The authorized capital stock of Stewardship Bank consists of 1,200,000 shares of common stock, \$5.00 par value per share (“*Stewardship Bank Common Stock*”). Of the authorized shares of Stewardship Bank Common Stock, 760,252.66 shares of Stewardship Bank Common Stock are issued and outstanding. The issued and outstanding shares of Stewardship Common Stock and Stewardship Bank Common Stock are duly authorized, validly issued, fully paid and nonassessable and have not been issued in violation of any preemptive rights. Except as set forth on *Schedule 4.3*, there are no options, warrants, conversion privileges or other rights or Contracts obligating Stewardship or Stewardship Bank to issue, sell, purchase or redeem any shares of its capital stock or securities or obligations of any kind convertible into or exchangeable for any shares of its capital stock, nor are there any stock appreciation, phantom or similar rights outstanding based upon the book value or any other attribute of any of capital stock of Stewardship or capital stock of Stewardship Bank, or the earnings or other attributes of Stewardship or Stewardship Bank.

#### 4.4 **Ownership of Stewardship Common Stock.**

*Schedule 4.4* sets forth all of the issued and outstanding shares of Stewardship Common Stock, including (a) the name of the registered holder of such shares, (b) the number of shares of Stewardship Common Stock owned by each such registered holder, and (c) the domicile address of each such registered holder. Except for the Shareholder Voting Agreement, there are no

shareholder agreements, voting agreements, proxies, voting trusts or other Contracts with or among one or more of such shareholders with respect to the voting, disposition or other incidents of ownership of any shares of Stewardship Common Stock, including any agreement that provides for preemptive rights or imposes any limitation or restriction on Stewardship Common Stock, including any restriction on the right of a shareholder to vote, sell or otherwise dispose of such Stewardship Common Stock.

#### 4.5 **Financial Statements.**

(a) Prior to the execution of this Agreement, Stewardship has made available to Columbia complete and accurate copies of (i) Stewardship's Annual Reports on Form 10-K for the years ended December 31, 2018, 2017 and 2016 as amended, as filed under the Exchange Act with the SEC, (ii) all Stewardship proxy statements and annual reports to shareholders used in connection with meetings of Stewardship shareholders held since January 1, 2015, and (iii) Stewardship's Quarterly Report on Form 10-Q for the quarter ended March 31, 2019 (collectively, the "*Stewardship Exchange Act Reports*"), as filed under the Exchange Act with the SEC. As of their respective dates, the Stewardship Exchange Act Reports (x) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and (y) complied as to form in all material respects with the applicable Laws of the SEC. Since January 1, 2015, Stewardship has filed all reports that it was required to file with the SEC pursuant to the Exchange Act.

(b) Stewardship has made available to Columbia copies of its audited consolidated balance sheets as of December 31, 2016, 2017, and 2018 and the related statements of operations, changes in shareholders' equity and cash flows for the years then ended (collectively, together with any notes thereto, the "*Stewardship Financial Statements*"). The consolidated balance sheet of Stewardship as of December 31, 2018 is referred to as the "*Latest Stewardship Balance Sheet*," and the related statement of income, shareholders' equity and cash flows for the year ended December 31, 2018 are herein referred to as the "*Related Stewardship Statements*." Stewardship Financial Statements are based upon the books and records of the Stewardship Entities, and have been prepared in accordance with GAAP. The Stewardship Financial Statements fairly present the consolidated financial position of Stewardship as of the dates thereof and the consolidated results of operations, changes in shareholders' equity and cash flows for the periods then ended.

(c) Stewardship has made available to Columbia copies of the balance sheets of Stewardship Bank as of December 31, 2016, 2017 and 2018 and the related statements of operations, changes in shareholders' equity and cash flows for the years then ended (collectively, together with any notes thereto, the "*Stewardship Bank Financial Statements*"). The Stewardship Bank Financial Statements have been prepared in accordance with GAAP. The Stewardship Bank Financial Statements fairly present the financial position of Stewardship Bank as of the dates thereof and the results of operations, changes in shareholder's equity and cash flows for the periods then ended.

4.6 **Absence of Undisclosed Liabilities.** None of Stewardship Entities has any Liability (required to be reflected on Stewardship’s financial statements prepared in accordance with GAAP) and, to the Knowledge of Stewardship, there is no basis for any present or future Litigation, charge, complaint or demand against any of the Stewardship Entities, giving rise to any Liability, except (a) as reflected or expressly reserved against in the Latest Stewardship Balance Sheet, (b) a Liability that has arisen after the date of the Latest Stewardship Balance Sheet in the Ordinary Course of Business (none of which is a material uninsured Liability for breach of Contract, breach of warranty, tort, infringement, Litigation, or violation of Governmental Order, Governmental Authorization or Law), (c) obligations under any Contract listed on a Disclosure Schedule to this Agreement or obligations in the Ordinary Course of Business under a Contract not required to be listed on such a Disclosure Schedule or (d) as set forth on *Schedule 4.22*.

4.7 **Loans and OREO; Sale of Loans; Commitments to Extend Credit.**

(a) The documentation relating to each loan made by Stewardship Bank and relating to all security interests, mortgages and other liens with respect to all collateral for each such loan are adequate for the enforcement of the material terms of each such loan and of the related security interests, mortgages and other liens. The terms of each such loan and of the related security interests, mortgages and other liens comply in all material respects with all applicable Laws (including Laws relating to the extension of credit).

(b) Except as set forth on *Schedule 4.7(b)*, there are no loans, leases, other extensions of credit or commitments to extend credit of Stewardship or Stewardship Bank that have been or, to the Knowledge of Stewardship, should have been classified by Stewardship or Stewardship Bank as non-accrual, as a troubled debt restructuring, as ninety (90) days past due, as still accruing and doubtful of collection or any comparable classification (collectively, the “*Distressed Loans*”). *Schedule 4.7(b)* sets forth the amount of the ALLL associated with each Distressed Loan. Stewardship has disclosed all of the “substandard,” “doubtful,” “loss,” “special mention,” “nonperforming” or “problem” loans of Stewardship Bank on the “watch list” of Stewardship Bank, a copy of which is attached as *Schedule 4.7(b)*. To the Knowledge of Stewardship, no borrower with respect to any Distressed Loan in an amount in excess of \$100,000 has: (i) filed, or consented by answer or otherwise to the filing against it of, a petition for relief, reorganization or arrangement, or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy or insolvency Law; (ii) made an assignment for the benefit of its creditors; (iii) consented to the appointment of a custodian, receiver, trustee, liquidator or other Person with similar power over such borrower or any substantial part of such borrower’s property; (iv) been adjudicated insolvent; or (v) taken any action for the purpose of authorizing any of the foregoing.

(c) Except as set forth on *Schedule 4.7(c)*, Stewardship Bank does not have any outstanding loans or assets classified as “Other Real Estate Owned” (“*OREO*”). *Schedule 4.7(c)* contains a description of each property classified by Stewardship Bank as OREO. Prior to the execution of this Agreement, Stewardship has provided or made available the latest appraisal of each property classified as OREO obtained by Stewardship Bank. The value of any property classified by Stewardship Bank as OREO



and reflected on the Latest Stewardship Balance Sheet was determined on a “fair value less cost to sell” basis. None of the Stewardship Entities has entered into any Contract obligating it pay for expenses with respect to improvements on, or the development of, any OREO.

(d) Except as set forth on *Schedule 4.7(d)*, (i) Stewardship Bank does not have any loans (or any advances or participations therein) it has purchased or sold with recourse since January 1, 2015, (ii) Stewardship Bank has not at any time sold any of its assets with recourse of any kind to Stewardship Bank and (iii) Stewardship Bank has not entered into any Contract providing for the sale or servicing of any loan or other asset that constitutes a “recourse arrangement” under any applicable regulation or policy promulgated by a Governmental Entity. Stewardship Bank has not received any request to repurchase any loan, advance or participation therein or other asset sold to a third party, nor has Stewardship or Stewardship Bank been advised by any third-party purchaser of any loan, advance or participation therein or any other asset that such purchaser intends to request that Stewardship Bank repurchase such loan, advance or participation therein or other asset.

(e) Except as set forth on *Schedule 4.7(e)*, there are no Contracts binding upon Stewardship or Stewardship Bank to extend credit, in the amount per “one borrower” (as combined and aggregated as set forth under the New Jersey Banking Statute), of \$500,000 or more.

(f) Set forth on *Schedule 4.7(f)* is a true, correct and complete list of each loan of Stewardship that is structured as a participation interest in a loan originated by another person and bought or sold by Stewardship (each a “*Loan Participation*”), including with respect to each such Loan Participation, the originating lender of the related loan, the outstanding principal balance of the related loan, the amount of the outstanding balance represented by the Loan Participation and the identity of the borrower of the related loan.

4.8 **Allowance for Loan Losses.** The allowance for loan losses (“*ALLL*”) is, and will be as of the Effective Time, in compliance with Stewardship Bank’s existing methodology for determining the adequacy of the *ALLL*, as well as the standards established by applicable Governmental Entities and the Financial Accounting Standards Board and is and will be adequate under all standards. Neither Stewardship nor Stewardship Bank has been notified by any Governmental Entity or by Stewardship’s or Stewardship Bank’s independent auditor, in writing or otherwise, that: (a) such allowances are inadequate; (b) the practices and policies of Stewardship or Stewardship Bank in establishing such allowances and in accounting for non-performing and classified assets generally fail to comply with applicable accounting or regulatory requirements; or (c) such allowances are inadequate or inconsistent with the historical loss experience of Stewardship or Stewardship Bank.

4.9 **Deposits.** All of the deposits held by Stewardship Bank (including the records and documentation pertaining to such deposits) have been established and are held in compliance in all respects with all: (a) applicable policies, practices and procedures of Stewardship Bank; and (b) applicable Law, including anti-money laundering, anti-terrorism or embargoed Persons requirements. Except as set forth on *Schedule 4.9*, no deposit of Stewardship

Bank is a brokered deposit (as defined in 12 C.F.R. §337.6(a)(2)) or is subject to any Encumbrance, legal restraint or other legal process (other than garnishments, pledges, set-off rights, escrow limitations and similar actions taken in the Ordinary Course of Business). All of the deposit accounts of Stewardship Bank are insured up to the applicable limits (or fully insured if there is no limit) through the Deposit Insurance Fund as administered by the Federal Deposit Insurance Corporation (the “*FDIC*”) to the fullest extent permitted by applicable Law, and all premiums and assessments required to be paid for such insurance have been paid when due. No legal action or proceeding for the termination or revocation of such insurance is pending, or, to the Knowledge of Stewardship, has any such termination or revocation been threatened.

**4.10 Reports and Filings.** Since January 1, 2015, each of Stewardship and Stewardship Bank has filed each report or other filing that it was required to file with any federal or state banking or other applicable Governmental Entity having jurisdiction over it, including the FRB, the FDIC and the NJDOBI (including quarterly Consolidated Reports of Condition and Income filed by Stewardship Bank (the “*Stewardship Bank Call Reports*”) (such reports and filings, together with all exhibits thereto, the “*Stewardship Regulatory Reports*”), except for such reports and filings which the failure to so file would not have a Material Adverse Effect on Stewardship or on the consummation of the transactions contemplated by this Agreement. Stewardship has provided or made available to Columbia copies of all of the Stewardship Regulatory Reports that it may provide consistent with applicable Law. As of their respective dates or as subsequently amended prior to the date hereof, each of the Stewardship Regulatory Reports was true and correct in all material respects and complied in all material respects with applicable Laws. The financial information contained in the Stewardship Bank Call Reports complied with all accounting principles and pronouncements adopted by the Financial Accounting Standards Board relating to quarterly Consolidated Reports of Condition and Income.

**4.11 Ownership of Equity Interests in Stewardship Bank and of Certain Statutory Trust Securities; Off Balance Sheet Arrangements.**

(a) Stewardship owns all of the issued and outstanding shares of Stewardship Bank Common Stock and the Statutory Trust Securities that are common securities, free and clear of any Encumbrances. Stewardship Bank owns all of the issued and outstanding shares of common stock or membership interests, as applicable, in each Stewardship Bank Subsidiary. Except as set forth on Schedule 4.11(a), and except for the Stewardship Bank Common Stock owned by Stewardship, none of the Stewardship Entities owns any stock, limited liability company membership units, partnership interests or any other equity security issued by any Person, except securities owned by Stewardship Bank in the Ordinary Course of Business.

(b) None of the Stewardship Entities is a party to or member or partner of, or has any commitment to become a party to or member or partner of, any joint venture, off balance sheet limited liability company, off balance sheet partnership or any similar off balance sheet entity, including any structured finance, special purpose or limited purpose entity or Person, or any “off balance sheet arrangements” (as defined in Item 303(a) of Regulation S-K under the Securities Act of 1933 (the “*Securities Act*”)), where the result,

purpose or intended effect of such Contract is to avoid disclosure of any material transaction involving, or of any material Liabilities of, any Stewardship Entities.

#### 4.12 **Books and Records.**

(a) The books of account of each Stewardship Entity are complete and correct in all material respects and have been maintained in accordance with sound business practices. Each transaction is properly and accurately recorded on the books and records of each Stewardship Entity, and each document upon which entries in books and records of each Stewardship Entity are based is complete and accurate in all material respects.

(b) Each Stewardship Entity maintains a system of internal control over financial reporting as defined in Rule 13a-15(f) of the Exchange Act sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP, including reasonable assurance (A) that transactions are executed in accordance with management's general or specific authorizations and recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, and (B) regarding prevention or timely detection of any unauthorized acquisition, use or disposition of assets that could have a material effect on the financial statements of such Stewardship Entity.

(c) Since January 1, 2015, (A) no Stewardship Entity nor, to the Knowledge of Stewardship, any director, officer, manager, employee, auditor, accountant or representative of any Stewardship Entity, has received notice (whether written or oral) of any material complaint, allegation, assertion or claim regarding the accounting or auditing practices, procedures, methodologies or methods of the Stewardship Entities or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that any Stewardship Entity has engaged in questionable accounting or auditing practices, and (B) no attorney representing any Stewardship Entity, whether or not employed by such Stewardship Entity, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar violation by any Stewardship Entity or its respective officers, directors, members, employees or agents to the Board of Directors of such Stewardship Entity or other any committee thereof or, to the Knowledge of Stewardship, to any officer or director of such Stewardship Entity.

(d) The minute books and stock or equity records of each Stewardship Entity, all of which have been made available to Columbia, except to the extent prohibited by applicable Law, are correct in all material respects. The minute books of each Stewardship Entity contain accurate records of all meetings held and actions taken by the holders of stock or other equity interests, the Boards of Directors and committees of the Boards of Directors of each Stewardship Entity (except to the extent minutes have not yet been approved or finalized by such Boards of Directors or committees), and no meeting of any such holders, Boards of Directors or committees has been held for which minutes are not contained in such minute books (except to the extent such minutes have not been approved or finalized by such Boards of Directors or other or committees). At the Closing, all such books and records will be in the possession of Stewardship.

4.13 **No Material Adverse Changes.** Since the date of the Latest Stewardship Balance Sheet, there has been no change in, and no event, occurrence or development in the business of any Stewardship Entity that, taken individually or as a whole and together with any other events, occurrences and developments with respect to such business, has had, or would reasonably be expected to have, a Material Adverse Effect on Stewardship or materially adversely affect the consummation of the transactions contemplated hereby.

4.14 **Absence of Certain Developments.** Except as contemplated by this Agreement or as set forth in the Latest Stewardship Balance Sheet, the Related Stewardship Statements or on *Schedule 4.14*, since December 31, 2018, none of the Stewardship Entities has:

(a) issued or sold any of its equity securities, membership units, securities convertible into or exchangeable for its equity securities, warrants, options or other rights to acquire its equity securities or membership units, or any bonds or other securities, except deposit and other bank obligations and investment securities in the Ordinary Course of Business;

(b) redeemed, purchased, acquired or offered to acquire, directly or indirectly, any shares of its capital stock, membership units or other securities;

(c) split, combined or reclassified any of its outstanding shares of capital stock or declared, set aside or paid any dividends or other distribution payable in cash, property or otherwise with respect to any shares of capital stock, membership units or other securities of such Stewardship Entity;

(d) incurred any Liability, whether due or to become due, other than in the Ordinary Course of Business and, in the case of Stewardship Bank, consistent with safe and sound banking practices;

(e) discharged or satisfied any Encumbrance or paid any Liability other than in the Ordinary Course of Business and, in the case of Stewardship Bank, consistent with safe and sound banking practices;

(f) mortgaged or subjected to Encumbrance any of its property, business or assets, tangible or intangible except for (i) Permitted Encumbrances and (ii) pledges of assets to secure public funds deposits;

(g) sold, transferred or otherwise disposed of any of its assets or canceled any material Indebtedness or claims or waived any rights of material value, other than sales of assets disposed of for fair value in the Ordinary Course of Business since December 31, 2018 in accordance with prudent banking practices;

(h) suffered any theft, damage, destruction or loss of or to any property or properties owned or used by it, whether or not covered by insurance, which would, individually or in the aggregate, have a Material Adverse Effect on Stewardship;

(i) made or granted any bonus or any wage, salary or compensation increase or severance or termination payment to, or promoted, any director, officer, employee,

group of employees or consultant, entered into any employment contract or hired any employee, in each case, other than in the Ordinary Course of Business or as required by an existing Contract with any such director, officer, employee, group of employees or consultant, in each case as is set forth on *Schedule 4.14(i)*;

(j) made or granted any increase in the benefits payable under any employee benefit plan or arrangement, amended or terminated any existing employee benefit plan or arrangement or adopted any new employee benefit plan or arrangement, except as required by Law;

(k) made any single or group of related capital expenditures or commitments therefor in excess of \$50,000 or entered into any lease or group of related leases with the same party which involves aggregate lease payments payable of more than \$100,000 for any individual lease or involves more than \$150,000 for any group of related leases in the aggregate;

(l) acquired (by merger, exchange, consolidation, acquisition of stock or assets or otherwise) any corporation, limited liability company, partnership, joint venture or other business organization or division or material assets thereof, or assets or deposits that are material to any Stewardship Entity;

(m) taken any other action or entered into any other transaction other than in the Ordinary Course of Business;

(n) made any change in its accounting methods or practices, other than changes required by Law made in accordance with GAAP or regulatory accounting principles generally applicable to depository institutions such as Stewardship Bank; or

(o) made, modified or revoked any material election with respect to Taxes or consented to any waiver or extension of time to assess or collect any material Taxes;

(p) reversed any amount of its previously established ALLL;

(q) purchased any investment securities or sold any securities in its investment portfolio other than in the Ordinary Course of Business; or

(r) agreed to do any of the foregoing.

#### 4.15 **Properties.**

(a) None of the Stewardship Entities owns any real properties classified as OREO.

(b) The real properties owned by, or demised by the leases to, Stewardship and Stewardship Bank are listed on *Schedule 4.15(a)*, and constitute all of the real property owned, leased (whether or not occupied and including any leases assigned or leased premises sublet for which Stewardship or Stewardship Bank remains liable

(collectively, the “*Real Property*”), used or occupied by Stewardship or Stewardship Bank in connection with their respective business operations.

(c) Stewardship or Stewardship Bank owns good and marketable title to each parcel of real property identified on *Schedule 4.15(c)(i)* as being owned by Stewardship or Stewardship Bank (collectively, the “*Owned Real Property*”), free and clear of any Encumbrance, except for Permitted Encumbrances. Stewardship or Stewardship Bank possesses a valid leasehold interest in each parcel of real property identified on *Schedule 4.15(c)(ii)* as being demised by lease to Stewardship or Stewardship Bank (collectively, the *Leased Real Property*”), free and clear of any Encumbrances, except for Permitted Encumbrances. The Owned Real Property and the Leased Real Property are collectively referred to herein as the “*Operating Real Property.*”

(d) Each parcel of Operating Real Property has access sufficient for the conduct of the business as conducted by Stewardship or Stewardship Bank on such parcel of Operating Real Property to public roads and to all utilities, including electricity, sanitary and storm sewer, potable water, natural gas, telephone, fiberoptic, cable television, and other utilities used in the operation of the business at that location. To the Knowledge of Stewardship, (i) neither Stewardship nor Stewardship Bank is in violation of any applicable zoning ordinance or other Law relating to the Operating Real Property, and (ii) neither Stewardship nor Stewardship Bank has received any written notice of any such violation or the existence of any condemnation or other proceeding with respect to any of the Operating Real Property. To the Knowledge of Stewardship, the buildings and other improvements are located within the boundary lines of each parcel of Operating Real Property, and do not encroach over applicable setback lines. To the Knowledge of Stewardship, there are no improvements contemplated to be made or required by any Governmental Entity, the costs of which are to be assessed as assessments, special assessments, special Taxes or charges against any of the Operating Real Property.

(e) Each of Stewardship and Stewardship Bank has good and marketable title to, or a valid leasehold interest in, the machinery, equipment and other tangible assets and properties used by it, located on the Operating Real Property or shown in the Latest Stewardship Balance Sheet, free and clear of all Encumbrances, except for Permitted Encumbrances and properties and assets disposed of in the Ordinary Course of Business since the date of the Latest Stewardship Balance Sheet.

(f) To the Knowledge of Stewardship, all of the buildings, fixtures, furniture and equipment necessary for the conduct of the business of Stewardship or Stewardship Bank are in adequate condition and repair, ordinary wear and tear excepted, and are usable in the Ordinary Course of Business. Each of Stewardship and Stewardship Bank owns, or leases under valid leases, all buildings, fixtures, furniture, personal property, land improvements and equipment necessary for the conduct of its business as it is presently being conducted.

#### 4.16 **Intellectual Property.**

(a) Each Stewardship Entity owns or has secured valid and binding licenses and other rights to use all Intellectual Property that is listed and described on *Schedule 4.16(a)* (other than commercially available “shrink wrap” or “click wrap” licenses), and none of the Stewardship Entities has received any written notice since January 1, 2015 alleging invalidity of its rights in any Intellectual Property or alleging infringement of the rights of any Person in any proprietary material or information. Each Stewardship Entity owns or has a valid right to use the Intellectual Property, free and clear of all liens (except any restrictions set forth in Contracts relating to any licensed Intellectual Property), and has performed all the obligations required to maintain its ownership or right to use the Intellectual Property and is not in default under any Contract relating to any of the Intellectual Property. To the Knowledge of Stewardship, such Intellectual Property is valid and enforceable.

(b) (i) Each Stewardship Entity owns or is validly licensed to use (in each case, free and clear of any Encumbrances, except any restrictions set forth in Contracts relating to any licensed Intellectual Property) all Intellectual Property used in or necessary for the conduct of its business as currently conducted; (ii) to the Knowledge of Stewardship, the use of any Intellectual Property by each Stewardship Entity and the conduct of their respective businesses as currently conducted does not infringe or otherwise violate the legal rights of any Person; (iii) to the Knowledge of Stewardship, no Person is challenging, infringing on or otherwise violating any right of any Stewardship Entity with respect to any of the Intellectual Property owned by and/or licensed by such Stewardship Entity; (iv) none of the Stewardship Entities has received any written notice since January 1, 2015 of any Litigation against such Stewardship Entity with respect to any Intellectual Property used by such Stewardship Entity; and (v) to the Knowledge of Stewardship, none of the Stewardship Entities is aware of any facts or circumstances that would give rise to any Litigation against any Stewardship Entity with respect to Intellectual Property.

#### 4.17 **Environmental Matters.**

(a) As used in this Section 4.17, the following terms have the following meanings:

(i) “*Environmental Costs*” means any and all costs and expenditures, including any fees and expenses of attorneys and of environmental consultants or engineers incurred in connection with investigating, defending, remediating or otherwise responding to any Release of Hazardous Materials, any violation or alleged violation of Environmental Law, any fees, fines, penalties or charges associated with any Governmental Authorization required under applicable Environmental Law, or any actions necessary to comply with any Environmental Law.

(ii) “*Environmental Law*” means any Law, Governmental Authorization or Governmental Order relating to pollution, contamination, Hazardous Materials or protection of the environment.

(iii) “*Hazardous Materials*” means any dangerous, toxic or hazardous pollutant, contaminant, chemical, odor, vapor, waste, material or substance as defined in or governed by any Law relating to such substance or otherwise relating to the environment or human health or safety, including any waste, material, substance, pollutant or contaminant that would reasonably be expected to cause any injury to human health or safety or to the environment or would reasonably be expected to subject the owner or operator of the Real Property to any Environmental Costs or Liability under any Environmental Law.

(iv) “*List*” means the United States Environmental Protection Agency’s National Priorities List of Hazardous Waste Sites or any other similar list, schedule, log, inventory or record, however defined under Environmental Law, maintained by any Governmental Entity with respect to sites from which there has been a Release of Hazardous Materials.

(v) “*Regulatory Action*” means any Litigation with respect to any Stewardship Entity brought or instigated by any Governmental Entity in connection with any Environmental Costs, Release of Hazardous Materials or any Environmental Law.

(vi) “*Release*” means the spilling, leaking, disposing, discharging, emitting, depositing, ejecting, leaching, escaping or any other release or threatened release, however defined under Environmental Law, whether intentional or unintentional, of any Hazardous Material.

(vii) “*Third-Party Environmental Claim*” means any Litigation (other than a Regulatory Action) based on negligence, trespass, strict liability, nuisance, toxic tort or any other cause of action or theory relating to any Environmental Costs, Release of Hazardous Materials or any violation of Environmental Law.

(b) No Third-Party Environmental Claim or Regulatory Action is pending or, to the Knowledge of Stewardship, threatened against any Stewardship Entity.

(c) Except as set forth on *Schedule 4.17(c)*, to the Knowledge of Stewardship, none of the Owned Real Property or Leased Real Property is listed on a List.

(d) To the extent of any transfer, transportation or disposal of Hazardous Materials by any Stewardship Entity to properties not owned, leased or operated by Stewardship or Stewardship Bank, such transfer, transportation or disposal has been in compliance with applicable Environmental Law, except for such non-compliance that would not reasonably be expected to have a Material Adverse Effect on any Stewardship Entity; and none of the Stewardship Entities has transported or arranged for the transportation of any Hazardous Materials to any location that is (i) listed on a List,



(ii) listed for possible inclusion on any List or (iii) the subject of any Regulatory Action or Third-Party Environmental Claim.

(e) Except as set forth on *Schedule 4.17(e)*, to the Knowledge of Stewardship, no Owned Real Property has ever been used as a landfill, dump or other similar disposal, storage, transfer, handling or treatment area for Hazardous Materials, or as a gasoline service station or a facility for selling, dispensing, storing, transferring, disposing or handling petroleum and/or petroleum products.

(f) Except as set forth on *Section 4.17(f)*, to the Knowledge of Stewardship, there has not been any Release of any Hazardous Material by any Stewardship Entity, or any Person under their respective control, or by any other Person, on, under, about, from or in connection with the Owned Real Property of Stewardship Bank, including the presence of any Hazardous Materials that have come to be located on or under the Owned Real Property of Stewardship Bank from another location.

(g) The Operating Real Property of Stewardship Bank has been so used and operated by Stewardship Bank in compliance in all material respects with all applicable Environmental Laws.

(h) Each of the Stewardship Entities has obtained all Governmental Authorizations required under Environmental Laws necessary for the operations of such Stewardship Entities, except where the failure to obtain such Governmental Authorizations would not reasonably be expected to have a Material Adverse Effect on any Stewardship Entity. Such Governmental Authorizations relating to the Environmental Law will be valid and in full force and effect upon consummation of the transactions contemplated by this Agreement. Each of the Stewardship Entities has filed all reports and notifications required to be filed under and pursuant to such Governmental Authorizations, except to the extent the failure to file any such report or notification would not reasonably be expected to have a Material Adverse Effect on any Stewardship Entity.

(i) To the Knowledge of Stewardship, none of the Owned Real Property contains asbestos, urea, formaldehyde or radon at such levels or in such conditions requiring abatement, removal or mitigation under applicable Environmental Law. Except as set forth on *Schedule 4.17(i)*, to the Knowledge of Stewardship, no aboveground or underground storage tanks are located on or under the Owned Real Property, or have been located on or under the Owned Real Property, and then subsequently been removed or filled.

(j) Except as set forth on *Schedule 4.17(i) and Schedule 4.17(j)*, no Hazardous Materials have been generated, treated, contained, handled, located, used, manufactured, processed, buried, incinerated, deposited or stored on, under or about any part of the Owned Real Property of Stewardship Bank by any Stewardship Entity, or, to the Knowledge of Stewardship, any other Person.

(k) No Stewardship entity has incurred any material expenditure to comply with any Environmental Law in connection with the operation of the Owned Real Property and, on this basis, Stewardship Bank would not reasonably expect that any material expenditure will be required in order for Columbia or Columbia Bank to comply with any Environmental Law in effect at the time of Closing in connection with the continued operation of the Owned Real Property of Stewardship Bank in a manner consistent with the present operation thereof.

(l) No Encumbrance has been attached or filed against any Stewardship Entity in favor of any Person for (i) any Liability under or violation of any applicable Environmental Law, (ii) any Release of Hazardous Materials or (iii) any imposition of Environmental Costs.

4.18 **Community Reinvestment Act.** Stewardship Bank had a rating of “satisfactory” or better as of its most recent CRA examination, and Stewardship has not been advised of, and has no reason to believe that, any facts or circumstances exist that could reasonably be expected to cause Stewardship or Stewardship Bank to be deemed not to be in satisfactory compliance in any respect with the CRA or to be assigned a rating for CRA purposes by any Regulatory Authority of lower than “satisfactory.”

4.19 **Information Security.**

(a) Since January 1, 2015, to the Knowledge of Stewardship, there has been no unauthorized disclosure of, or access to, any nonpublic personal information of a customer in the possession of Stewardship or Stewardship Bank (“*Stewardship Customer Information*”) that could result in substantial harm or inconvenience to such customer. Stewardship has not been advised of, and has no reason to believe that, any facts or circumstances exist that would cause Stewardship or Stewardship Bank to be deemed not to be in satisfactory compliance in any respect with the applicable privacy of customer information requirements contained in any relevant federal and state privacy Laws, including in Title V of the Gramm-Leach-Bliley Act of 1999.

(b) The financial records, systems, controls, data and information of each of the Stewardship Entities are recorded, stored, maintained and operated in a manner (including via any electronic, mechanical or photographic process, whether computerized or not) that is under the exclusive ownership and direct control of Stewardship Entities or its accountants (including all means of access thereto and therefrom), except for any non-exclusive ownership and non-direct control that would not reasonably be expected to have a Material Adverse Effect on the Stewardship system of internal accounting controls.

(c) All information technology and computer systems (including software, information technology and telecommunication hardware and other equipment) relating to the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data and information, whether or not in electronic format, used in or necessary to the conduct of the businesses of each of the Stewardship Entities (collectively, “*Stewardship IT Systems*”) have been properly maintained by technically competent personnel, in accordance with industry standards, to ensure proper operation, monitoring and use. The Stewardship IT Systems are in

good working condition to effectively perform all information technology operations necessary to conduct business. None of the Stewardship Entities has experienced within the past three (3) years any material disruption to, or material interruption in, its conduct of its business attributable to a defect, bug, breakdown or other failure or deficiency of the Stewardship IT Systems. To the Knowledge of Stewardship, neither Stewardship nor any of the Stewardship Entities has suffered within the past three (3) years any breach in security that has permitted unauthorized access to the Stewardship IT Systems or to the Stewardship Customer Information. The Stewardship Entities have taken reasonable measures to provide for the back-up and recovery of the data and information necessary to the conduct of its business (including such data and information that is stored on magnetic or optical media in the Ordinary Course of Business) without material disruption to, or material interruption in, the conduct of its business. None of the Stewardship Entities is in breach of any Material Contract related to any Stewardship IT Systems.

#### 4.20 **Tax Matters.**

(a) Each of the Stewardship Entities (i) has timely filed or has had timely filed on its behalf (taking into account any extension of time within which to file) each Return required to be filed or sent by it to any Taxing Authority in respect of any Taxes, each of which was correctly completed in all material respects and accurately reflected any material Liability for Taxes of the relevant Stewardship Entity, and any Affiliate of such entity, covered by such Return, (ii) timely and properly paid (or had paid on its behalf) all Taxes due and payable for all Tax periods or portions thereof whether or not shown on such Returns, (iii) established on the books of account of the Stewardship Entities, in accordance with GAAP and consistent with past practices, adequate reserves for the payment of any Taxes not then due and payable and (iv) complied in all material respects with all applicable Laws relating to the withholding of Taxes and the payment thereof in connection with any amounts paid or owing to any employee, independent contractor, creditor, shareholder or other third party.

(b) Each of the Stewardship Entities has made (or caused to be made on its behalf) all estimated Tax payments required to have been made to avoid any underpayment penalties.

(c) There are no Encumbrances for Taxes upon any assets of any of the Stewardship Entities, except Permitted Encumbrances.

(d) None of the Stewardship Entities has requested any extension of time within which to file any Return, which Return has not since been filed.

(e) No deficiency for any Taxes has been proposed, asserted or assessed against any of the Stewardship Entities that has not been resolved and paid in full. No waiver, extension or comparable consent given by any of the Stewardship Entities regarding the application of the statute of limitations with respect to any Taxes or any Return is outstanding, nor is any request for any such waiver or consent pending. Except as set forth on *Schedule 4.20(e)*, there has been no Tax audit or other administrative proceeding or court proceeding with regard to any Taxes or any Return of any of the

Stewardship Entities for any Tax year subsequent to the year ended December 31, 2015, nor is any such Tax audit or other proceeding pending, nor has there been any notice to any of the Stewardship Entities by any Taxing Authority regarding any such Tax audit or other proceeding, nor, to the Knowledge of Stewardship, is any such Tax audit or other proceeding threatened with regard to any Taxes or Returns. There are no outstanding subpoenas or requests for information with respect to any of the Returns of any of the Stewardship Entities. None of the Stewardship Entities has entered into a closing agreement pursuant to Section 7121 of the Code or any similar provision under any other Law.

(f) To the Knowledge of Stewardship, no additional Taxes will be assessed against any of the Stewardship Entities for any Tax period or portion thereof ending on or prior to the Effective Time that will exceed the estimated reserves for such Taxes established by the Stewardship Entities. To the Knowledge of Stewardship, there are no unresolved questions, claims or disputes concerning the Liability for Taxes of any of the Stewardship Entities.

(g) *Schedule 4.20(g)* lists all federal, state, local and foreign income Returns filed with respect to the Stewardship Entities for taxable periods ended on or after December 31, 2015, indicates those Returns that have been audited and indicates those Returns that currently are the subject of audit. True and complete copies of the Returns of each of the Stewardship Entities, as filed with the Internal Revenue Service and all state or local Tax jurisdictions for the years ended December 31, 2015, 2016 and 2017 have been provided or made available to Columbia.

(h) To the Knowledge of Stewardship, none of the Stewardship Entities has any Liability for Taxes in a jurisdiction where it does not file a Return, nor has any of the Stewardship Entities received notice from a Taxing Authority in such a jurisdiction that it is or may be subject to taxation by that jurisdiction.

(i) Except as set forth on *Schedule 4.20(i)*, none of the Stewardship Entities is a party to any Contract that would result, separately or in the aggregate, in the payment of any “excess parachute payments” within the meaning of Section 280G of the Code, and the consummation of the transactions contemplated by this Agreement will not be a factor causing payments to be made by any of the Stewardship Entities or any other Person that are not deductible (in whole or in part) as a result of the application of Section 280G of the Code.

(j) None of the Stewardship Entities will be required to include in a taxable period ending after the Effective Time taxable income attributable to income that accrued in a taxable period prior to the Effective Time but was not recognized for Tax purposes in such prior taxable period (or to exclude from taxable income in a taxable period ending after the Effective Time any deduction the recognition of which was accelerated from such taxable period to a taxable period prior to the Effective Time) as a result of the installment method of accounting, the completed contract method of accounting, the long-term contract method of accounting, the cash method of accounting, Code Section 481 or Code Section 108(i) or comparable provisions of state, local or foreign Tax Law.

(k) No closing agreements, private letter rulings or similar agreements or rulings have been entered into or issued by any Taxing Authority with respect to any of the Stewardship Entities which would be binding following the Effective Time, and no such agreements or rulings have been applied for by any Stewardship Entity and are currently pending.

(l) Except as set forth on *Schedule 4.20(l)*, none of the Stewardship Entities is a party to any Tax allocation, sharing, indemnity, or reimbursement agreement or arrangement (other than any customary Tax indemnification provisions in ordinary course commercial agreements or other arrangements that are not primarily related to Taxes).

(m) Neither Stewardship nor Stewardship Bank has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(n) None of the Stewardship Entities (i) has been a member of an affiliated group filing a consolidated Return (other than a group the common parent of which was Stewardship) or (ii) has any Liability for the Taxes of any Person (other than Stewardship or Stewardship Bank) under Treasury Regulations Section 1.1502-6 (or any similar provision of Law), as a transferee or successor, by Contract, or otherwise.

(o) None of the Stewardship Entities constitutes either a “distributing corporation” or a “controlled corporation” (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of shares qualifying for tax-free treatment under Section 355 of the Code that (i) took place during the two (2) year period ending on the date of this Agreement or (ii) could otherwise constitute part of a “plan” or “series of related transactions” (within the meaning of Section 355(e) of the Code) in conjunction with the transactions contemplated by this Agreement.

(p) None of the Stewardship Entities has engaged in any transaction that is subject to disclosure under Treasury Regulation Section 1.6011-4 or 1.6011-4T, or has participated in any “confidential corporate tax shelter” (within the meaning of Treasury Regulation Section 301.6111-2(a)(2)) or a “potentially abusive tax shelter” (within the meaning of Treasury Regulation Section 301.6112-1(b)).

(q) None of the Stewardship Entities has a “permanent establishment” in any country other than the United States, as such term is defined under any applicable Tax treaty between the United States and such other country.

(r) No power of attorney granted by any of the Stewardship Entities relating to Taxes is currently in force.

(s) Each of the Stewardship Entities reported all transactions that could give rise to an underpayment of Tax (within the meaning of Section 6662 of the Code) on the relevant Returns in a manner for which there is substantial authority, or adequately disclosed such transactions on the Returns as required in accordance with Section 6662(d)(2)(B) of the Code.

(t) There is no Contract, plan or arrangement, including this Agreement, pursuant to which any current or former employee of any of the Stewardship Entities would be entitled to receive any payment as a result of the transactions contemplated by this Agreement that would not be deductible under Section 404 or 162(m) of the Code.

(u) Except as set forth on *Schedule 4.20(u)*, none of the Stewardship Entities has been a member of any partnership or joint venture or the holder of a beneficial interest in any trust for any period for which the statute of limitations for any Taxes potentially applicable as a result of such membership or holding has not expired.

(v) No property of any Stewardship Entity is (i) property that the relevant Stewardship Entity is or will be required to treat as being owned by another Person under the provisions of Section 168(f)(8) of the Code (as in effect prior to amendment by the Tax Reform Act of 1986), (ii) “tax-exempt use property” within the meaning of Section 168(h) of the Code or (iii) “tax-exempt bond financed property” within the meaning of Section 168(g)(5) of the Code.

(w) None of the Indebtedness of any Stewardship Entity constitutes (i) “corporate acquisition indebtedness” (as defined in Section 279(b) of the Code) with respect to which any interest deductions may be disallowed under Section 279 of the Code or (ii) an “applicable high yield discount obligation” under Section 163(i) of the Code, and none of the interest on any such indebtedness will be disallowed as a deduction under any other provision of the Code.

#### 4.21 **Contracts and Commitments.**

(a) *Schedule 4.21(a)* lists the following Contracts to which any Stewardship Entity is a party or subject or by which it is bound (such Contracts required to be listed on *Schedule 4.21(a)*, the “*Material Contracts*”):

(i) any employment, agency, collective bargaining Contract or consulting or independent contractor Contract;

(ii) any written or oral Contract relating to any severance pay for any Person;

(iii) any written or oral Contract creating, modifying, memorializing or otherwise related to any obligation of any Stewardship Entity upon a change of control;

(iv) any Contract to repurchase assets previously sold (or to indemnify or otherwise compensate the purchaser in respect of such assets), except for securities sold under a repurchase agreement providing for a repurchase date thirty (30) days or less after the purchase date;

(v) any (A) contract or group of related contracts with the same party for the purchase or sale of products or services, under which the undelivered balance of such products and services has a purchase price in excess of \$50,000

for any individual contract or \$100,000 for any group of related contracts in the aggregate, or (B) other contract or group of related contracts with the same party continuing over a period of more than six months from the date or dates thereof, which, in each case, is not entered into in the Ordinary Course of Business and is either not terminable by it on thirty (30) days' or less notice without penalty or involves more than \$50,000 for any individual contract or \$100,000 in the aggregate for any group of related contracts;

(vi) any Contract containing exclusivity, noncompetition or non-solicitation provisions or that would otherwise prohibit any of the Stewardship Entities from freely engaging in business anywhere in the world or prohibiting the solicitation of the employees or contractors of any other entity;

(vii) any stock purchase, stock option, restricted stock or restricted stock unit or stock incentive plan;

(viii) any Contract for capital expenditures in excess of \$50,000;

(ix) any partnership, joint venture, limited liability company, shareholder, investor rights or other similar Contract or arrangement;

(x) any Contract with a Governmental Entity, other than with respect to deposit accounts entered into in the Ordinary Course of Business;

(xi) any Contract pursuant to which any of the Stewardship Entities grants or makes available, or is granted or receives, any license, or other right requiring an expenditure in excess of \$50,000 during the term of such Contract, with respect to any material Intellectual Property in each case that is reasonably necessary to operate the businesses of such Stewardship Entity in the Ordinary Course of Business consistent, in the case of Stewardship Bank, with safe and sound banking practices (other than non-exclusive licenses to commercially available software);

(xii) any Contract relating to Indebtedness of more than \$250,000 of any of the Stewardship Entities (other than, in the case of Stewardship Bank, deposit agreements: (A) entered into in the Ordinary Course of Business consistent with safe and sound banking practices and on the same terms as those contained in the standard deposit agreement of Stewardship Bank; and (B) evidencing deposit Liabilities of Stewardship Bank);

(xiii) any Contract with an indemnity obligation of such Stewardship Entity that could result in Liability to such Stewardship Entity in excess of \$50,000; and

(xiv) any other Contract material to the businesses of the Stewardship Entities, taken as a whole, which is not entered into in the Ordinary Course of Business.

(b) Except as disclosed on *Schedule 4.21(b)*, (i) each of the Stewardship Entities has performed all obligations required to be performed by it prior to the date hereof in connection with the Contracts or commitments set forth on *Schedule 4.21(a)*, and none of the Stewardship Entities is in receipt of any claim of default under any Contract or commitment set forth on *Schedule 4.21(a)*, except for any failures to perform, breaches or defaults which would not, individually or in the aggregate, have a Material Adverse Effect on the Stewardship Entities or materially adversely affect the consummation of the transactions contemplated hereby; (ii) none of the Stewardship Entities has any present expectation or intention of not fully performing any material obligation pursuant to any Contract or commitment set forth on *Schedule 4.21(a)*; and (iii) to the Knowledge of Stewardship, there has been no cancellation, breach or anticipated breach by any other party to any Contract or commitment set forth on *Schedule 4.21(a)*, except for any cancellation, breach or anticipated breach which would not, individually or in the aggregate, have a Material Adverse Effect on the Stewardship Entities or materially adversely affect the consummation of the transactions contemplated hereby.

4.22 **Litigation.** *Schedule 4.22* lists all Litigation pending or, to the Knowledge of Stewardship, threatened against any of the Stewardship Entities, any present or former officer, director or employee of any Stewardship Entity (relating to their capacity as such) or any Person for whom such Stewardship Entity may be liable or to which any of its respective properties or assets may be subject. To the Knowledge of Stewardship, there are no facts which could reasonably be expected to give rise to any Litigation described in the first sentence of this Section 4.22. *Schedule 4.22* also lists each Governmental Order to which any Stewardship Entity is subject. None of the matters set forth on *Schedule 4.22*, individually or in the aggregate, (i) would reasonably be expected to have a Material Adverse Effect on the Stewardship Entities or (ii) in any manner challenges or seeks to prevent, enjoin, alter or delay any of the transactions contemplated by this Agreement.

4.23 **No Brokers or Finders.** Except as provided in the engagement letter dated February 25, 2019 between Stewardship and Sandler O’Neill & Partners, L.P. (“*Sandler O’Neill*”), there are no claims for brokerage commissions, finders’ fees, investment advisory fees or similar compensation in connection with the transactions contemplated by this Agreement based on any Contract made by or on behalf of any Stewardship Entity.

4.24 **Employees.**

(a) *Schedule 4.24(a)* lists (i) each employee of each of the Stewardship Entities as of the date of this Agreement, and indicates for each such employee, and in the aggregate, (ii) the Stewardship Entity that employs such employee, (iii) the date of commencement of the employee’s employment, (iv) the employee’s position and/or title, (v) whether such employee is full-time, part-time or on temporary status, (vi) whether such employee is an exempt or non-exempt employee under the Fair Labor Standards Act or applicable state Law, (vii) whether the employee is a salaried or hourly employee, (viii) the employee’s annual salary, wages and/or any other compensation arrangement (including compensation payable or for which such employee may be eligible pursuant to bonus, incentive, deferred compensation or commission arrangements), (ix) the number



of hours of PTO, vacation time, and/or sick time that the employee has accrued as of the date hereof and the aggregate dollar amount thereof, and (x) whether such employee has any written or oral Contract with Stewardship or Stewardship Bank or otherwise is other than an employee at-will.

(b) Except as set forth on *Schedule 4.24(b)*, each of the Stewardship Entities has complied in all material respects with all applicable Laws relating to employment and employment practices and/or the engagement of independent contractors, including those Laws relating to the classification of employees as exempt or non-exempt employees, calculation and payment of wages (including overtime pay, maximum hours of work and child labor restrictions), equal employment opportunity (including Laws prohibiting discrimination and/or harassment or requiring accommodation on the basis of race, color, national origin, religion, gender, disability, age, sexual orientation or any other protected characteristic under any federal, state or local Law), protected leaves of absence (including leave under the Family Medical Leave Act), the protection of whistleblowers, affirmative action and other hiring practices, immigration, occupational safety and health, workers compensation, unemployment insurance, the payment of social security and other Taxes, the protection of confidential information, and/or unfair labor practices under the National Labor Relations Act or applicable state Law, and Stewardship is not aware of any facts which would constitute a violation of any applicable Law relating to employment and employment practices and/or the engagement of independent contractors.

(c) Each of the Stewardship Entities properly has maintained all insurance related to the employment of any Stewardship Employee, including workers' compensation and unemployment insurance coverage, to the extent required by any Law. There are no workers' compensation or unemployment claims pending against any of the Stewardship Entities or, to the Knowledge of Stewardship, any facts that would reasonably be expected to give rise to such a claim, that are not fully covered by insurance indemnity with respect to the amount of such claims.

(d) To the Knowledge of Stewardship, no employee of any of the Stewardship Entities is subject to any secrecy or noncompetition agreement or any other Contract or restriction of any kind that would impede in any way the ability of such employee to carry out fully all activities of such employee in furtherance of the business of such Stewardship Entity as currently conducted.

(e) *Schedule 4.24(e)* lists each employee of each of the Stewardship Entities as of the date of this Agreement who holds a temporary work authorization, including H-1B, L-1, F-1 or J-1 visas or work authorizations (the "*Work Permits*"), and shows for each such employee the type of Work Permit and the length of time remaining on such Work Permit. With respect to each Work Permit, all of the information that any of the Stewardship Entities provided to the Department of Labor and the Immigration and Naturalization Service or the Department of Homeland Security (collectively, the "*Departments*") in the application for such Work Permit was true and complete. Each of the Stewardship Entities received the appropriate notice of approval from the Departments with respect to each such Work Permit. None of the Stewardship Entities

has received any notice from the Department that any Work Permit has been revoked. There is no action pending or, to the Knowledge of Stewardship, threatened to revoke or adversely modify the terms of any of the Work Permit. Except as set forth on *Schedule 4.24(e)*, no employee of any Stewardship Entity is (a) a non-immigrant employee whose status would terminate or otherwise be affected by the transactions contemplated by this Agreement, or (b) an alien who is authorized to work in the United States in non-immigrant status. For each employee of any of the Stewardship Entities hired after November 6, 1986, such Stewardship Entity has completed an Immigration and Naturalization Service Form I-9 in accordance with applicable Law and retained such Form I-9 for the time period required by applicable Law.

(f) Except as set forth on *Schedule 4.24(f)*, to the Knowledge of Stewardship, the employment of all Stewardship Employees who were terminated within the three (3) years prior to the Effective Time was terminated in accordance with any applicable contract terms and applicable Law, and neither Stewardship nor Stewardship Bank has any Liability under any Contract or applicable Law applicable to any such terminated employee. Except as set forth on *Schedule 4.24(e)*, the transactions contemplated by this Agreement will not cause Stewardship or Stewardship Bank to incur or suffer any Liability relating to, or obligation to pay, severance, termination or other payment to any Person.

(g) Neither Stewardship nor Stewardship Bank is subject to any outstanding Governmental Order requiring any action with respect to or related to the employment of any employees, or the engagement of any independent contractors or consultants, including any temporary, preliminary or permanent injunction.

(h) All loans that Stewardship or Stewardship Bank have outstanding to any employee were made in the Ordinary Course of Business on the same terms as would have been provided to a Person not Affiliated with Stewardship or Stewardship Bank, and all such loans with a principal balance exceeding \$50,000, or that are nonaccrual or on Stewardship Bank's watch list, are set forth on *Schedule 4.24(h)*

(i) No employee of any Stewardship Entity is covered by any collective bargaining agreement, and no collective bargaining agreement is being negotiated.

(j) No Litigation is pending or, to the Knowledge of Stewardship, threatened between any Stewardship Entity, on the one hand, and respecting or involving any current employee or any former employee of the Stewardship Entities, any independent contractor or consultant of the Stewardship Entities, or any class or collective of any of the foregoing, on the other hand, including any Litigation in or before:

(i) any federal or state court;

(ii) the Equal Employment Opportunity Commission or any corresponding state or local fair employment practices agency relating to any claim or charge of discrimination or harassment in employment;

(iii) the United States Department of Labor or any corresponding state or local agency relating to any claim or charge concerning hours of work, wages or employment practices;

(iv) the Occupational Safety and Health Administration or any corresponding state or local agency relating to any claim or charge concerning employee safety or health;

(v) the Office of Federal Contract Compliance or any corresponding state agency;

(vi) the Internal Revenue Service or any corresponding state agency;

(vii) the National Labor Relations Board or any corresponding state agency, whether relating to any unfair labor practice or any question concerning representation; and/or

(viii) any New Jersey or other state Governmental Entity.

and, to the Knowledge of Stewardship, there are no facts that would reasonably be expected to form a basis for any such Litigation.

(k) Each of the Stewardship Entities properly has classified all Stewardship Employees, as exempt or non-exempt for purposes of the Fair Labor Standards Act and/or any corresponding state Law;

(l) Each of the Stewardship Entities properly has classified all independent contractors for purposes of the Fair Labor Standards Act and/or any corresponding state Law;

(m) Each of the Stewardship Entities has paid in full to all Stewardship Employees all wages, salaries, bonuses and commissions due and payable to such employees under any contract or Law, and has fully reserved in its books of account all amounts for wages, salaries, bonuses and commissions due but not yet payable to such employees, and has withheld and paid all amounts required by Law to be withheld and paid from the compensation paid to Stewardship Employees, as Taxes or otherwise, and is not liable for any arrears of wages or Taxes or any penalties for failure to comply with the foregoing;

(n) Except as set forth on *Schedule 4.24(n)*, there has been no lay-off of employees or work reduction program undertaken by or on behalf of any Stewardship Entity in the past two (2) years, including any termination program for purposes of the Age Discrimination in Employment Act or any plant closing or mass layoff for purposes of the WARN Act, and no such program has been adopted by any Stewardship Entity or been publicly announced. Except as set forth on *Schedule 4.24(n)*, all Stewardship Employees subject to any such lay-offs or work reduction programs have executed agreements releasing the Stewardship Entities from liabilities relating to their employment or termination thereof with any Stewardship Entities;

(o) Except as set forth on *Schedule 4.24(o)*, none of the Stewardship Entities is obligated by, or on notice of, any Governmental Order, related to the garnishment of wages for any Stewardship Employee; and

(p) Each of the Stewardship Entities has implemented commercially reasonable policies and practices for the protection of confidential and proprietary business information, including Intellectual Property.

#### 4.25 **Employee Benefit Plans.**

(a) *Schedule 4.25(a)* sets forth all Plans by name and brief description identifying: (i) the type of Plan, (ii) the funding arrangements for the Plan, (iii) the sponsorship of the Plan, (iv) the participating employers in the Plan, and (v) any one or more of the following characteristics that may apply to such Plan: (A) defined contribution plan as defined in Section 3(34) of ERISA or Section 414(i) of the Code, (B) defined benefit plan as defined in Section 3(35) of ERISA or Section 414(j) of the Code, (C) Plan that is or is intended to be Tax qualified under Section 401(a) or 403(a) of the Code, (D) Plan that is or is intended to be an employee stock ownership plan as defined in Section 4975(e)(7) of the Code (and whether or not such Plan has entered into an exempt loan), (E) nonqualified deferred compensation arrangement, (F) employee welfare benefit plan as defined in Section 3(1) of ERISA, (G) multiemployer plan as defined in Section 3(37) of ERISA or Section 414(f) of the Code, (H) multiple employer plan maintained by more than one employer as defined in Section 413(c) of the Code, (I) Plan providing benefits after separation from service or termination of employment, (J) Plan that owns any Stewardship or other employer securities as an investment, (K) Plan that provides benefits (or provides increased benefits or vesting) as a result of a change in control of Stewardship, (L) Plan that is maintained pursuant to collective bargaining and (M) Plan that is funded, in whole or in part, through a voluntary employees' beneficiary association exempt from Tax under Section 501(c)(9) of the Code.

(b) *Schedule 4.25(b)* sets forth the identity of each corporation, trade or business (separately for each category below that applies): (i) which is (or was during the preceding five (5) years) under common control with the Stewardship Entities within the meaning of Section 414(b) or (c) of the Code; (ii) which is (or was during the preceding five (5) years) in an affiliated service group with the Stewardship Entities within the meaning of Section 414(m) of the Code; (iii) which is (or was during the preceding five (5) years) the legal employer of Persons providing services to the Stewardship Entities as leased employees within the meaning of Section 414(n) of the Code; and (iv) with respect to which the Stewardship Entities is a successor employer for purposes of group health or other welfare plan continuation rights (including Section 601 et. seq. of ERISA) or the Family and Medical Leave Act.

(c) The Stewardship Entities have made available to Columbia true and complete copies of: (i) the most recent determination letter, if any, received by the Stewardship Entities from the Internal Revenue Service regarding each Plan; (ii) the most recent determination or opinion letter ruling, if any, from the Internal Revenue Service

that each trust established in connection with plans which are intended to be tax exempt under Section 501(a) or (c) of the Code are so tax exempt; (iii) all pending applications, if any, for rulings, determinations, opinions, no-action letters and the like filed with any governmental agency (including the Department of Labor, Internal Revenue Service, Pension Benefit Guaranty Corporation and the SEC); (iv) the financial statements for each Plan for the three most recent fiscal or Plan years (in audited form if required by ERISA) and, where applicable, Annual Report/Return (Form 5500) with schedules, if any, and attachments for each Plan; (v) the most recently prepared actuarial valuation report for each Plan (including reports prepared for funding, deduction and financial accounting purposes); (vi) plan documents, trust agreements, insurance contracts, service agreements and all related Contracts and documents (including any employee summaries and material employee communications) with respect to each Plan, if any; (vii) collective bargaining agreements (including side agreements and letter agreements) relating to the establishment, maintenance, funding and operation of any Plan, if any; and (viii) any correspondence with any governmental agency (including the Department of Labor, Internal Revenue Service, Pension Benefit Guaranty Corporation and the SEC).

(d) *Schedule 4.25(d)* identifies each employee of the Stewardship Entities who is: (i) absent from active employment due to short or long term disability; (ii) absent from active employment on a leave pursuant to the Family and Medical Leave Act or a comparable state Law; (iii) absent from active employment on any other leave or approved absence; (iv) absent from active employment due to military service (under conditions that give the employee rights to re-employment); or (v) not an “at will” employee.

(e) With respect to continuation rights arising under federal or state Law as applied to Plans that are group health plans (as defined in Section 601 et. seq. of ERISA), *Schedule 4.25(e)* identifies: (i) each employee, former employee or qualifying beneficiary who has elected continuation; and (ii) each employee, former employee or qualifying beneficiary who has not elected continuation coverage but is still within the period in which such election may be made.

(f) (i) All Plans intended to be Tax qualified under Section 401(a) or Section 403(a) of the Code have received a determination letter or a favorable opinion letter stating that they are so qualified; (ii) all trusts established in connection with Plans which are intended to be tax exempt under Section 501(a) or (c) of the Code have received a determination letter stating that they are so tax exempt; (iii) to the extent required either as a matter of Law or to obtain the intended tax treatment and tax benefits, all Plans comply in all material respects with the requirements of ERISA and the Code; (iv) all Plans have been maintained and administered (both in form and operation) materially in accordance with the documents and instruments governing the Plans and the Law; (v) all reports and filings with governmental agencies (including the Department of Labor, Internal Revenue Service, Pension Benefit Guaranty Corporation and the SEC) required in connection with each Plan have been timely made; (vi) all disclosures and notices required by Law or Plan provisions to be given to participants and beneficiaries in connection with each Plan have been properly and timely made in all material respects; and (vii) each of the Stewardship Entities has made a good faith effort to comply with the

reporting and taxation requirements for FICA Taxes with respect to any deferred compensation arrangements under Section 3121(v) of the Code.

(g) (i) All contributions, premium payments and other payments required to be made in connection with the Plans have been timely made in accordance with applicable Law, (ii) a proper accrual has been made on the books of account of the Stewardship Entities for all contributions, premium payments and other payments due in the current fiscal year, (iii) no contribution, premium payment or other payment has been made in support of any Plan that is in excess of the allowable deduction for federal income Tax purposes for the year with respect to which the contribution was made (whether under Section 404, Section 419 or Section 419A of the Code or otherwise) and (iv) the Stewardship Entities have no liabilities with respect to any Plan that is subject to Section 301 *et seq.* of ERISA or Section 412 of the Code, and (v) to the Knowledge of Stewardship, none of the Stewardship Entities has any actual or potential Liability arising under Title IV of ERISA as a result of any Plan that has terminated or is in the process of terminating.

(h) Except as disclosed on *Schedule 4.25(h)*:

(i) no action, suit, charge, complaint, proceeding, hearing, investigation or claim is pending with regard to any Plan other than routine uncontested claims for benefits;

(ii) the consummation of the transactions contemplated by this Agreement will not cause any Plan to increase benefits payable to any participant or beneficiary;

(iii) the consummation of the transactions contemplated by this Agreement will not: (A) entitle any current or former employee of the Stewardship Entities to severance pay, or any other payment, benefit or award (excluding any unemployment benefits that may be payable by a Governmental Entity to an employee whose employment terminates close in time to the consummation of the transactions contemplated by this Agreement), or (B) accelerate or modify the time of payment or vesting, or increase the amount of any benefit, award or compensation due any such employee;

(iv) None of the Stewardship Entities has been notified that any Plan is currently under examination or audit by the Department of Labor, the Internal Revenue Service, the Pension Benefit Guaranty Corporation or the SEC;

(v) to the Knowledge of Stewardship, none of the Stewardship Entities has any actual or potential Liability under Section 4201 *et seq.* of ERISA for either a complete withdrawal or a partial withdrawal from a multiemployer plan; and

(vi) with respect to the Plans, to the Knowledge of Stewardship, none of the Stewardship Entities has any Liability (either directly or as a result of indemnification) for (and the transaction contemplated by this Agreement will not

cause any Liability for): (A) any excise Taxes under Section 4971 through Section 4980B, Section 4999, Section 5000 or any other section of the Code, or (B) any penalty under Section 502(i), Section 502(l), Part 6 of Title I or any other provision of ERISA, or (C) any excise Taxes, penalties, damages or equitable relief as a result of any prohibited transaction, breach of fiduciary duty or other violation under ERISA or any other applicable Law.

(i) Except as disclosed on *Schedule 4.25(i)*:

(i) all accruals required under FAS 106 and FAS 112 have been properly accrued on the financial statements of each of the Stewardship Entities;

(ii) no condition, Contract or Plan provision limits the right of the Stewardship Entities to amend, cut back or terminate any Plan (except to the extent such limitation arises under ERISA or the Code); and

(iii) none of the Stewardship Entities has any liability for life insurance, death or medical benefits after separation from employment other than: (A) death benefits under the Plans identified on *Schedule 4.25(i)*, or (B) health care continuation benefits described in Section 4980B of the Code.

(j) Each Plan, or other nonqualified deferred compensation plan of the Stewardship Entities, that is subject to Section 409A of the Code has been designed and has been administered in compliance in all material respects with Section 409A and the Treasury Regulations thereunder.

(k) Each Plan that is also a “group health plan” for purposes of the Patient Protection and Affordable Care Act of 2010 (Pub. L. No. 111-148) and the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152) (collectively, the “*Affordable Care Act*”) is and has been in compliance with the applicable terms of the Affordable Care Act. Each Stewardship Entity and each Commonly Controlled Entity offer minimum essential health coverage, satisfying affordability and minimum value requirements, to their full time employees (as defined by the Affordable Care Act) sufficient to prevent liability for assessable payments under Sections 4980H(a) and 4980H(b) of the Code. Each Plan that is also a “group health plan” under the Affordable Care Act is operated in compliance with:

(i) market reform mandates set forth under Public Health Services Act Sections 2701 through 2709 and Sections 2711 through 2719A;

(ii) fees and reporting requirements for Patient-Centered Outcomes Research under Code Section 4376 and applicable regulations and transitional reinsurance under 45 C.F.R. Sections 153.10 through 153.420;

(iii) income exclusion provisions under Code Sections 105, 106 and 125;

(iv) information reporting rules as set forth under Sections 6051(a)(14), 6055 and 6056 of the Code; and

(v) standards for electronic transactions and operating rules under Sections 1171 and 1173 of the Social Security Act.

4.26 **Insurance.** *Schedule 4.26* hereto lists each insurance policy and bond maintained by each of the Stewardship Entities with respect to its properties and assets, or otherwise. Prior to the date hereof, Stewardship has provided or made available to Columbia complete and accurate copies of each of the insurance policies and bonds described on *Schedule 4.26*. All such insurance policies and bonds are in full force and effect, all claims thereunder have been filed in a due and timely manner and, to the Knowledge of Stewardship, no such claim has been denied, and none of the Stewardship Entities is in default with respect to its obligations under any of such insurance policies. There is no claim by any of the Stewardship Entities pending under any of such policies or bonds as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds or in respect of which such underwriters have reserved their rights.

4.27 **Affiliate Transactions.** Except as set forth on *Schedule 4.27*, none of the Stewardship Entities, nor any of their respective executive officers or directors, or any member of the immediate family of any such executive officer or director (which for the purposes hereof will mean a spouse, minor child or adult child living at the home of any such executive officer or director), or any entity which any of such Persons “controls” (within the meaning of Regulation O of the FRB), has any loan agreement, note or borrowing arrangement with Stewardship or Stewardship Bank or any other Contract with any of the Stewardship Entities (other than normal employment arrangements or deposit account relationships) or any interest in any property, real, personal or mixed, tangible or intangible, used in or pertaining to the business of any of the Stewardship Entities. Stewardship Bank is in full compliance with Regulation W of the FRB with respect to any transactions between Stewardship Bank and its Affiliates.

4.28 **Compliance with Laws; Permits.**

(a) Except as set forth on *Schedule 4.28(a)*, each of the Stewardship Entities is, and at all times since January 1, 2015 has been, in compliance in all material respects with all Laws, Governmental Orders or Governmental Authorizations, including (to the extent applicable) the Exchange Act, the Sarbanes-Oxley Act, the Bank Holding Company Act, the FDIA, the Occupational Safety and Health Act of 1970, the Home Owners Loan Act, the Real Estate Settlement Procedures Act, the Home Mortgage Disclosure Act of 1975, the Truth in Lending Act, the Fair Credit Reporting Act, the Fair Housing Act, the Equal Credit Opportunity Act and the Federal Reserve Act, each as amended, and any other applicable Governmental Order or Governmental Authorization regulating or otherwise affecting bank holding companies, banks and banking; and no claims have been filed by any Governmental Entity against any Stewardship Entity alleging such a violation of any such Law which have not been resolved to the satisfaction of such Governmental Entity.



(b) Since January 1, 2015, neither Stewardship nor Stewardship Bank has been advised of, and has no reason to believe that, any facts or circumstances exist that could reasonably be expected to cause Stewardship or Stewardship Bank to be deemed to be operating in material violation of any provision of the Bank Secrecy Act, the USA PATRIOT Act of 2001 or any Governmental Order issued with respect to anti-money laundering by the U.S. Department of the Treasury's Office of Foreign Assets Control, or any other applicable anti-money laundering Law or Governmental Order issued with respect to economic sanctions programs by the U.S. Department of the Treasury's Office of Foreign Assets Control.

(c) Since January 1, 2015, each of the Stewardship Entities has held all Governmental Authorizations required for the conduct of its business, except where the failure to hold any such Governmental Authorization would not have a Material Adverse Effect on Stewardship.

(d) Neither Stewardship nor Stewardship Bank nor any of their respective properties is a party to or is subject to any Governmental Order, directive, agreement, memorandum of understanding or similar arrangement with, or a commitment letter or similar submission to, or extraordinary supervisory letter from any Bank Regulator, nor has Stewardship or Stewardship Bank adopted any policies, procedures or board resolutions at the request or suggestion of, any Bank Regulator. Stewardship and Stewardship Bank have paid all assessments made or imposed by any Bank Regulator.

(e) Neither Stewardship nor Stewardship Bank has been advised by, nor does it have any knowledge of facts which could give rise to an advisory notice by, any Regulatory Authority that such Regulatory Authority is contemplating issuing or requesting (or is considering the appropriateness of issuing or requesting) any Governmental Order, directive, agreement, memorandum of understanding, commitment letter, supervisory letter or similar submission or any request for the adoption of any policy, procedure or board resolution.

(f) (i) No Governmental Entity has initiated since December 31, 2015 or has pending any proceeding, enforcement action or, to the Knowledge of Stewardship, investigation or inquiry into the business, operations, policies, practices or disclosures of any Stewardship Entity (other than normal examinations conducted by a Regulatory Authority in the Ordinary Course of Business), or, to the Knowledge of Stewardship, threatened any of the foregoing, and (ii) there is no material unresolved violation with respect to any report or statement relating to any examinations or inspections of Stewardship or Stewardship Bank.

(g) None of the Stewardship Entities has performed any services, or has entered into an agreement with a third party to provide any services, that would (i) require such Stewardship Entity to be regulated by or registered under any broker-dealer Laws, or (ii) require such Stewardship Entity to be registered under the Investment Advisers Act of 1940, as amended, or regulated by the SEC thereunder.

(h) Stewardship Bank is “well-capitalized,” as such term is defined in the rules and regulations promulgated by the FRB.

4.29 **Fiduciary Accounts.** None of the Stewardship Entities acts as a fiduciary for any customer or account (including acting as a trustee, agent, custodian, personal representative, guardian, conservator or investment advisor). To the Knowledge of Stewardship, Stewardship Bank has complied with its fiduciary duties in acting as trustee or custodian for any individual retirement deposit accounts as required by Law or any Contracts relating to such accounts.

4.30 **Interest Rate Risk Management Instruments.**

(a) *Schedule 4.300(a)* sets forth a true, correct and complete list of all interest rate swaps, caps, floors and option agreements and other interest rate risk management arrangements to which Stewardship or Stewardship Bank is a party or by which any of their properties or assets may be bound, except for adjustable rate loans made by Stewardship Bank to customers in the Ordinary Course of Business. Stewardship has provided or made available to Columbia true, correct and complete copies of all such interest rate risk management agreements and arrangements.

(b) All interest rate swaps, caps, floors and option agreements and other interest rate risk management arrangements to which Stewardship or Stewardship Bank is a party or by which any of their properties or assets may be bound were entered into in the Ordinary Course of Business and in accordance with prudent banking practice and applicable rules, regulations and policies of Bank Regulators and with counterparties believed to be financially responsible at the time, and are legal, valid and binding obligations enforceable in accordance with their terms (except as may be limited by Remedies Exceptions), and are in full force and effect. Each of Stewardship and Stewardship Bank has duly performed in all material respects all of its obligations thereunder to the extent that such obligations to perform have accrued; and, to the Knowledge of Stewardship, there are no breaches, violations or defaults or allegations or assertions of such by any party thereunder.

4.31 **No Guarantees.** No Liability of any Stewardship Entity is guaranteed by any other Person, nor has any Stewardship Entity guaranteed the Liabilities of any other Person.

4.32 **Regulatory Approvals.** To the Knowledge of Stewardship, there is no fact or circumstance relating to it or Stewardship Bank that would materially impede or delay receipt of any Bank Regulatory Approvals or that would likely result in the Bank Regulatory Approvals not being obtained.

4.33 **Fairness Opinion.** Stewardship has received an opinion from Sandler O’Neill addressed to the Board of Directors of Stewardship to the effect that, as of the date of such opinion, and based upon the assumptions, qualifications contained therein, the Merger Consideration is fair, from a financial point of view, to the holders of Stewardship Common Stock. Stewardship has obtained the authorization of Sandler O’Neill to include a copy of its fairness opinion in the Proxy Statement.

4.34 **Transactions in Securities.** All offers and sales of capital stock or debt instruments of Stewardship by Stewardship (including offers and sales pursuant to the Stewardship Equity Incentive Plan and the Stewardship Dividend Reinvestment Plan) were at all relevant times exempt from, or complied with, the registration requirements of the Securities Act and any applicable state securities Laws.

4.35 **Registration Obligation.** None of the Stewardship Entities is under any obligation pursuant to any Contract or otherwise to register any of their respective securities under the Securities Act.

4.36 **No Other Representations or Warranties.**

(a) Except for the representations and warranties made by Stewardship in this Article 4, neither Stewardship nor any other Person makes any express or implied representation or warranty with respect to the Stewardship Entities or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and Stewardship hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, neither Stewardship nor any other Person makes or has made any representation or warranty to Columbia or any of its Affiliates or representatives with respect to (i) any financial projection, forecast, estimate, budget or prospective information relating to the Stewardship Entities or their respective businesses, or (ii) except for the representations and warranties made by Stewardship in this Article 4, any oral or written information presented to Columbia or any of its Affiliates or representatives in the course of their due diligence investigation of Stewardship, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) Stewardship acknowledges and agrees that neither Columbia nor any other Person has made or is making any express or implied representation or warranty other than those contained in Article 3.

## **ARTICLE 5 CONDUCT OF BUSINESS PENDING THE MERGER**

5.1 **Conduct of Business.** From the date of this Agreement through the Effective Time, unless Columbia will otherwise consent in writing (which consent will not be unreasonably withheld, conditioned or delayed) or as otherwise expressly contemplated or permitted by other provisions of this Agreement, including this Section 5.1, or as required by applicable Law, any Governmental Order or policies imposed by any Governmental Entity:

(a) the businesses of each Stewardship Entity will be conducted only in, and none of the Stewardship Entities will take any action except in, the Ordinary Course of Business and in accordance with all applicable Laws;

(b) each of the Stewardship Entities will (i) use reasonable best efforts to preserve its business organization and goodwill, and keep available the services of its officers, employees and consultants and maintain satisfactory relationships with vendors, customers and others having business relationships with it, (ii) subject to applicable

Laws, confer on a regular and frequent basis with representatives of Columbia to report operational matters and the general status of ongoing operations as reasonably requested by Columbia and (iii) not take any action that would render, or that reasonably would be expected to render, any representation or warranty made by Stewardship in this Agreement untrue at the Closing as though then made and as though the Closing Date had been substituted for the date of this Agreement in such representation or warranty;

- (c) none of the Stewardship Entities will, directly or indirectly,
  - (i) amend or propose to amend its Charter or Bylaws;
  - (ii) issue or sell any of its equity securities, securities convertible into or exchangeable for its equity securities, warrants, options or other rights to acquire its equity securities, or any grants to employees or directors of restricted stock or other stock rights except as is set forth on *Schedule (c)(ii)*, or any bonds or other securities, except deposit and other bank obligations in the Ordinary Course of Business;
  - (iii) redeem, purchase, acquire or offer to acquire, directly or indirectly, any shares of capital stock or membership units of or any other ownership interest in any Stewardship Entity;
  - (iv) split, combine or reclassify any outstanding shares of capital stock of Stewardship or Stewardship Bank, or declare, set aside or pay any dividend or other distribution payable in cash, property or otherwise with respect to shares of capital stock of Stewardship or Stewardship Bank or the Stewardship Bank Subsidiaries, except that (a) Stewardship will be permitted to pay a regular quarterly cash dividend on the shares of Stewardship Common Stock, not to exceed \$0.03 per share, consistent with past practices with respect to the payment of dividends in fiscal year 2018 and (b) Stewardship Bank will be permitted to pay dividends on the shares of Stewardship Bank Common Stock;
  - (v) except with regard to deposits and certificates of deposit undertaken in the Ordinary Course of Business, incur any amount of material Indebtedness with a term greater than one (1) year;
  - (vi) discharge or satisfy any material Encumbrance on its properties or assets or pay any material liability, except in the Ordinary Course of Business;
  - (vii) sell, assign, transfer, mortgage, pledge or subject to any Encumbrance any of its assets, except (A) in the Ordinary Course of Business; *provided, however*, that any such sale, assignment or transfer of any Operating Real Property will not be considered in the Ordinary Course of Business, (B) Permitted Encumbrances and (C) Encumbrances which do not materially affect the value of, or interfere with the past or future use or ability to convey, the property subject thereto or affected thereby;

(viii) cancel any material Indebtedness or claims or waive any rights of material value, except in the Ordinary Course of Business;

(ix) acquire (by merger, exchange, consolidation, acquisition of stock or assets or otherwise) any corporation, limited liability company, partnership, joint venture or other business organization or division or material assets thereof, or any Real Property or assets or deposits that are material to the Stewardship Entities, except in exchange for Indebtedness previously contracted, including OREO;

(x) make any single or group of related capital expenditures or commitments therefor in excess of \$50,000 or enter into any lease or group of related leases with the same party which involves aggregate lease payments payable over the term of such lease of more than \$50,000 for any individual lease or involves more than \$75,000 for any group of related leases in the aggregate; or

(xi) change any of its methods of accounting in effect on the date of the Latest Stewardship Balance Sheet, other than changes required by GAAP or regulatory accounting principles;

(xii) cancel or terminate its current insurance policies or allow any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse replacement policies providing coverage equal to or greater than the coverage under the canceled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(xiii) enter into or modify any employment, severance or similar agreements or arrangements with, or grant any compensation increases to, any director, officer or employee, except (A) for routine annual salary increases of up to 3.25% of base salary in the Ordinary Course of Business; (B) as may be required by an existing Contract listed on *Schedule 5.1(c)(xiii)* with such director, officer or employee, or (C) for entering into an employment arrangement, after consultation with Columbia, to fill vacancies that may arise from time to time in the Ordinary Course of Business at an annual rate of salary commensurate with the employee being replaced;

(xiv) enter into or modify any independent contractor or consultant Contract with a term of more than one (1) year that requires any payments by a Stewardship Entity in excess of \$25,000 during such term;

(xv) terminate the employment of any Stewardship Employee, other than for cause as determined by Stewardship or in accordance with Stewardship's established practices and in the Ordinary Course of Business;

(xvi) terminate or amend any bonus, profit sharing, stock option, restricted stock, pension, retirement, deferred compensation, or other employee benefit plan, trust, fund, contract or arrangement for the benefit or welfare of any employees, except as contemplated hereunder or by Law;

(xvii) make, modify or revoke any election with respect to Taxes, consent to any waiver or extension of time to assess or collect any Taxes, file any amended Returns;

(xviii) incur an indemnity obligation of more than \$100,000;

(xix) enter into or propose to enter into, or modify or propose to modify, any Contract with respect to any of the matters set forth in this Section 5.1(c);

(xx) except for loans approved by Stewardship Bank prior to the date of this Agreement and set forth on *Schedule 5.1(c)(xx)*, (A) extend credit or enter into any Contracts binding Stewardship Bank to extend credit except in a manner consistent with past practice and in accordance with the lending practices of Stewardship Bank as disclosed to Columbia, and Stewardship Bank will not extend credit or enter into any Contracts binding it to extend credit in an amount in excess of \$250,000 on an unsecured basis and \$750,000 on a secured basis (or, in the case of borrowers with loans listed on the watch list of Stewardship Bank, to extend any additional credit to such borrowers), without first providing Columbia (at least five (5) Business Days prior to extending such credit or entering into any Contract binding Stewardship Bank to do so) with a copy of the loan underwriting analysis and credit memorandum of Stewardship Bank and the basis of the credit decision of Stewardship Bank, or (B) sell, assign or otherwise transfer any participation in any loan; or

(xxi) purchase any investment securities or sell any securities in its investment portfolio;

(xxii) make any additional contributions to the Atlantic Stewardship Foundation; or

(xxiii) fulfill participant purchases of Stewardship Common Stock under the Stewardship Dividend Reinvestment Plan through the issuance of authorized and unissued shares of Stewardship or Stewardship treasury stock.

5.2 **Absence of Control.** It is the mutual intent of the parties that (a) Columbia shall not by reason of this Agreement be deemed to control, directly or indirectly, Stewardship or any of its Subsidiaries or to exercise, directly or indirectly, a controlling influence over the management or policies of Stewardship or any of its Subsidiaries and (b) Stewardship shall not by reason of this Agreement be deemed to control, directly or indirectly, Columbia or any of its Subsidiaries or to exercise, directly or indirectly, a controlling influence over the management or policies of Columbia or any of its Subsidiaries.

### 5.3 **Access to Information; Confidentiality.**

(a) During the period from the date of this Agreement through the earlier of the Effective Time or the termination of this Agreement in accordance with Article 8, Stewardship will permit and will cause Stewardship Bank to permit Columbia full access upon reasonable prior notice and during reasonable business hours to the properties of

such Stewardship Entities, and will disclose and make available (together with the right to copy) to Columbia and to the internal auditors, loan review officers, employees, attorneys, accountants and other representatives of Columbia all books, papers and records relating to the assets, stock, properties, operations, obligations and liabilities of the Stewardship Entities, including all books of account (including the general ledgers), Tax records, minute books of directors' and shareholders' meetings, organizational documents, bylaws, Contracts, filings with any Regulatory Authority, accountants' work papers, litigation files (including legal research memoranda), documents relating to assets and title thereto (including abstracts, title insurance policies, surveys, environmental reports, opinions of title and other information relating to the real and personal property), Plans affecting employees, securities transfer records and shareholder lists, and any books, papers and records relating to any assets, business activities or prospects in which Columbia may have a reasonable interest, including its interest in planning for integration and transition with respect to the businesses of the Stewardship Entities; *provided, however,* that (i) the foregoing rights granted to Columbia will in no way affect the nature or scope of the representations, warranties and covenants of Stewardship set forth herein, and (ii) Stewardship will be permitted to keep confidential any information relating to legal matters, regulatory matters or the transactions contemplated by this Agreement that Stewardship reasonably believes is subject to legal privilege or other legal protection that would be compromised by disclosure to Columbia. In addition, Stewardship will instruct the officers, employees, counsel and accountants of each of the Stewardship Entities to be reasonably available for, and respond to any questions of, such Columbia representatives during reasonable business hours and upon reasonable prior notice by Columbia to such individuals, and to cooperate fully with Columbia in planning for the integration of the businesses of the Stewardship Entities with the business of Columbia and its Affiliates.

(b) Any confidential information or trade secrets of each of the Stewardship Entities received by Columbia, or its Representatives in connection with the Merger or the other transactions contemplated hereby will be treated confidentially and held in confidence pursuant to the Stewardship NDA, and any correspondence, memoranda, records, copies, documents and electronic or other media of any kind containing either such confidential information or trade secrets or both will be destroyed by Columbia or, at Stewardship's request, returned to Stewardship if this Agreement is terminated as provided in Article 8. Such information will not be used by Columbia or its agents to the detriment of the Stewardship Entities, and will at all times be maintained and held in compliance with this Section 5.3(b) until the Effective Time.

(c) In the event that this Agreement is terminated, neither Columbia nor Stewardship will disclose, except as required by Law or pursuant to the request of a Governmental Entity, the basis or reason for such termination, without the consent of the other party.

5.4 **Notice of Developments.** During the period from the date of this Agreement through the earlier of the Effective Time and the termination of this Agreement in accordance with Article 8, to the extent permitted by Law, Stewardship and Columbia will promptly notify the other party of any event that is reasonably expected to have a Material Adverse Effect on, or any other change in the Ordinary Course of Business of, any Stewardship Entity or Columbia,

respectively. Stewardship and Columbia will promptly notify the other party in writing if it should discover that any representation or warranty made by it in this Agreement was when made, has subsequently become or will be on the Closing Date untrue in any respect. No disclosure pursuant to this Section 5.4 will be deemed to amend or supplement the Disclosure Schedules or to prevent or cure any inaccuracy, misrepresentation, breach of warranty or breach of agreement.

5.5 **Consents and Authorizations.** Stewardship will use its reasonable best efforts to obtain (at no cost to Columbia), prior to Closing, all Consents (the “*Required Consents*”) listed on *Schedule 5.5*. Stewardship acknowledges and agrees that the Required Consents are all of the Consents of Persons (other than Bank Regulators) necessary for the consummation of the transactions contemplated by this Agreement. Stewardship will keep Columbia reasonably advised of the status of obtaining the Required Consents, and Columbia will reasonably cooperate with Stewardship to obtain the Required Consents.

5.6 **Tax Matters.**

(a) Each of the Stewardship Entities, at their own expense, will prepare and timely file (or cause to be prepared and timely filed) all Returns required to be filed by the relevant Stewardship Entity on or before the Effective Time, and timely pay all Taxes reflected thereon. All such Returns will be correct and complete in all material respects and will be prepared in accordance with past practices of the relevant Stewardship Entities, to the extent such practices comply with applicable Law. No later than fifteen (15) days prior to the due date (including extensions) for filing any income or franchise Tax Returns referred to in the foregoing sentence, the relevant Stewardship Entity will deliver such Returns to Columbia for review, comment. With respect to any Returns referred to in the first sentence of this Section 5.6(a) other than income and franchise Tax Returns, the relevant Stewardship Entity will deliver such Returns to Columbia no later than five (5) days prior to the due date (including extensions) for filing such Returns and Columbia will, at its option and in its sole discretion, have the right to review and comment with respect to such other Returns. The relevant Stewardship Entity will consider the comments of Columbia in good faith and will incorporate Columbia’s comments in each such Return prior to the filing thereof to the extent that Stewardship deems necessary; *provided, however*, that Stewardship will make any changes to such Returns that are required to correct obvious errors or to ensure that each Return complies with applicable Law.

(b) Columbia, at its own expense, will prepare and timely file (or cause to be prepared and timely filed) all Returns of the Stewardship Entities required to be filed after the Effective Time; *provided, however*, that Stewardship shall accrue for the expense of filing such Returns relating to pre-closing tax periods prior to Closing. Columbia will prepare and file all such Returns in respect of a taxable period which ends on or prior to the Effective Time that are not required to be filed on or before the Effective Time, and all such Returns in respect of a taxable period which begins before and ends after the Effective Time, consistent with past practices of the relevant Stewardship Entities, to the extent such practices comply with applicable Law.



(c) Stewardship will be liable for any transfer, value added, excise, stock transfer, stamp, recording, registration and any similar Taxes that become payable as a result of the Merger (“*Transfer Taxes*”). The applicable parties will cooperate in preparing and filing such forms and documents as may be necessary to permit any such Transfer Tax to be assessed and paid on or prior to the Effective Time in accordance with any available pre-sale filing procedure, and to obtain any exemption from or refund of any such Transfer Tax.

(d) Each of the Stewardship Entities and Columbia will cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Returns pursuant to this Section 5.6 and in connection with any audit, litigation or other proceeding with respect to Taxes. Such cooperation will include the retention and (upon the other party’s reasonable request) the provision of records and information (including making such records and information available for copying) which are reasonably relevant to any such audit, litigation or other proceeding, the timely provision to the other party of powers of attorney or similar authorizations necessary to carry out the purposes of this Section 5.6, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Columbia and each of the Stewardship Entities agrees to retain all books and records with respect to Tax matters pertinent to any of the Stewardship Entities relating to any taxable period which ends on or prior to the Effective Time until the expiration of the statute of limitations (and, to the extent notified by Columbia or its Affiliate, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any Taxing Authority.

(e) No party to this Agreement nor any such party’s Affiliates shall make an election under Section 338 of the Code (or any comparable provision of state or Local Law) in respect of any of the transactions contemplated by this Agreement.

#### 5.7 **No Solicitation.**

(a) Neither Stewardship nor Stewardship Bank will, and they will each use their best efforts to cause their officers, directors, employees, agents and authorized representatives (“*Representatives*”) not to, directly or indirectly, (i) solicit, initiate, encourage, induce or facilitate the making, submission or announcement of any Acquisition Proposal or take any action that could reasonably be expected to lead to an Acquisition Proposal, (ii) furnish any information regarding any Stewardship Entity to any Person in connection with or in response to an Acquisition Proposal or an inquiry or indication of interest that could reasonably be expected to lead to an Acquisition Proposal, (iii) engage in discussions or negotiations with any Person with respect to any Acquisition Proposal or that could reasonably be expected to lead to an Acquisition Proposal, (iv) except as otherwise permitted by Section 6.3(a), approve, endorse or recommend any Acquisition Proposal or (v) enter into any letter of intent or similar document or any Contract contemplating or otherwise relating to any Acquisition Transaction; *provided, however*, that prior to the adoption of this Agreement by the Required Stewardship Shareholder Vote, this Section 5.7(a) will not prohibit Stewardship from furnishing nonpublic information regarding the Stewardship Entities to, or

participating in discussions or negotiations with, any Person in response to a Superior Proposal that is submitted to Stewardship by such Person (and not withdrawn) if (1) neither Stewardship nor any other Stewardship Entity nor any of their respective Representatives have violated any of the restrictions set forth in this Section 5.7(a), (2) the Board of Directors of Stewardship concludes in good faith, after having consulted with and considered the advice of outside counsel to Stewardship, that failure to take such action could reasonably be likely to result in a violation of its fiduciary obligations to Stewardship's shareholders under applicable Law, (3) prior to furnishing any such nonpublic information to, or entering into discussions with, such Person, Stewardship gives Columbia written notice of the identity of such Person and of Stewardship's intention to furnish nonpublic information to such Person, and Stewardship receives from such Person an executed confidentiality agreement containing customary limitations on the use and disclosure of all nonpublic written and oral information furnished to such Person by or on behalf of Stewardship and (4) not later than furnishing any such nonpublic information to such Person, Stewardship furnishes such nonpublic information to Columbia (to the extent such nonpublic information has not been previously furnished by the Stewardship to Columbia). Without limiting the generality of the foregoing, Stewardship acknowledges and agrees that any violation of or the taking of any action inconsistent with any of the restrictions set forth in the preceding sentence by Stewardship, Stewardship Bank or any Representative will be deemed to constitute a breach of this Section 5.7(a) by Stewardship.

(b) Stewardship will promptly (and in no event later than twenty-four (24) hours with respect to oral notice and no later than forty-eight (48) hours with respect to written notice after receipt of any Acquisition Proposal, any inquiry or indication of interest that could reasonably be expected to lead to an Acquisition Proposal or any request for nonpublic information) notify Columbia of any Acquisition Proposal, any inquiry or indication of interest that could reasonably be expected to lead to an Acquisition Proposal or any request for nonpublic information relating to Stewardship or Stewardship Bank (including the identity of the Person making or submitting such Acquisition Proposal, inquiry, indication of interest or request, and the terms thereof) that is made or submitted by any Person prior to the Closing Date. Stewardship will keep Columbia fully informed with respect to the status of any such Acquisition Proposal, inquiry, indication of interest or request and any modification or proposed modification thereto.

(c) Stewardship and Stewardship Bank will immediately cease and cause to be terminated any existing discussions with any Person that relate to any Acquisition Proposal.

(d) Stewardship will not release or permit the release of any Person from, or waive or permit the waiver of any provision of, any confidentiality, "standstill" or similar agreement to which Stewardship is a party, and will enforce or cause to be enforced each such agreement at the request of Columbia.

5.8 **Columbia Forbearances.** Except as expressly contemplated or permitted by this Agreement, as required by Applicable Law or at the direction of a Governmental Entity, or

with the prior written consent of the Stewardship, which consent will not be unreasonably withheld, conditioned or delayed, from the date of this Agreement until the Effective Time, Columbia shall not and shall cause Columbia Bank and each of their respective Subsidiaries not to:

- (a) take any action that could reasonably be expected to adversely affect or materially delay its ability to perform its obligations under this Agreement or the consummation of the transactions contemplated hereby;
- (b) amend its charter, bylaws, or other organizational or governing documents in a manner that could materially impede Columbia's or Columbia Bank's ability to consummate the transactions contemplated by this Agreement;
- (c) take any action that is intended or could reasonably be expected to result in (i) any of the representations or warranties of Columbia or Columbia Bank set forth in this Agreement being or becoming untrue at any time prior to the Effective Time or at the Effective Time, (ii) any of the conditions to the Merger set forth in Article 7 not being satisfied, or (iii) a breach or violation of any provision of this Agreement; or
- (d) agree to do, make any commitment to do, or adopt any resolutions of its board of directors (or other governing body) in support of, recommending, or proposing any of the foregoing.

5.9 **Stewardship Forbearances.** Except as expressly permitted by this Agreement or with the prior written consent of Columbia (which will not be unreasonably withheld, conditioned or delayed), during the period from the date of this Agreement to the earlier of the Effective Time and the termination of this Agreement in accordance with Article 8, Stewardship will not, and will not permit any other Stewardship Entity, except as may be required by applicable Law, any Governmental Order or policies imposed by any Governmental Entity, (a) take any action that would reasonably be expected to prevent, materially impede or materially delay the consummation of the transactions contemplated by this Agreement, (b) take, or omit to take, any action that is reasonably likely to result in any of the conditions to the Merger set forth in Article 7 not being or becoming not being capable of being satisfied, or (c) take any action that would render, or that reasonably would be expected to render, any representation or warranty made by Stewardship in this Agreement untrue at the Closing as though then made and as though the Closing Date had been substituted for the date of this Agreement in such representation or warranty.

5.10 **Maintenance of ALLL.** Stewardship will cause Stewardship Bank to maintain the ALLL of Stewardship Bank in compliance with GAAP and regulatory accounting principles and Stewardship Bank's existing methodology for determining the adequacy of the ALLL, as well as the standards established by all applicable Governmental Entities and the Financial Accounting Standards Board. Stewardship agrees that the ALLL of Stewardship Bank will be adequate under all standards, and that the ALLL will be consistent with the historical loss experience of Stewardship Bank. Without limiting the generality of the foregoing, Stewardship will not permit Stewardship Bank to allow its ALLL to fall below \$7,500,000 as of the Effective Time.

5.11 **Termination of Stewardship Dividend Reinvestment Plan.** Within thirty (30) days after execution of this Agreement, Stewardship will take the necessary corporate action to suspend or terminate the Stewardship Dividend Reinvestment Plan and will provide the required notice of such suspension or termination to participants in the Stewardship Dividend Reinvestment Plan.

5.12 **Shareholder Litigation.** Stewardship shall provide to Columbia the opportunity to participate in (but not control), at Columbia's sole expense, the defense of any litigation brought by any shareholder of Stewardship or in the name of Stewardship against Stewardship, as applicable, and/or Stewardship's directors, officer, employees, attorneys, agents or representatives relating to any or all of the transactions contemplated by this Agreement, including the Merger ("*Transaction Litigation*") and further shall not compromise, settle, come to an arrangement regarding any Transaction Litigation, or consent to the same, without requesting in writing and receiving the prior written consent of Columbia which consent Columbia agrees shall not be unreasonably withheld, conditioned or delayed. For purposes of this Section 5.12, "participate" means that Stewardship will keep Columbia apprised of pleadings and reasonably apprised in writing of proposed strategy and other significant decisions with respect to any such Transaction Litigation to the extent that the attorney-client privilege is not undermined or otherwise affected and Columbia may offer comments or suggestions with respect to the Transaction Litigation which Stewardship shall be under no obligation to accept or implement. For the avoidance of doubt, nothing contained in this Section 5.12 shall be deemed to confer any measure of control on the part of Columbia other than the reasonable consent right contained herein.

## **ARTICLE 6 ADDITIONAL COVENANTS AND AGREEMENTS**

6.1 **The Bank Merger.** To the extent not previously approved, Stewardship will cause the Board of Directors of Stewardship Bank to approve the Bank Merger Agreement and the Bank Merger within three (3) Business Days of execution of this Agreement, and will vote all of the shares of Stewardship Bank Common Stock held by Stewardship in favor of approval of the Bank Merger Agreement and the Bank Merger. For the avoidance of doubt, the Bank Merger will occur immediately after the Merger, and will be conditioned upon regulatory approval and upon the Required Stewardship Shareholder Vote.

6.2 **Filings and Regulatory Approvals.** Columbia and Stewardship will use all reasonable best efforts and will cooperate with each other in the preparation and filing of, and Columbia will file, within thirty (30) days after the date of this Agreement, all applications or other documents required to obtain Bank Regulatory Approvals and consents from the OCC and FDIC under the Bank Merger Act, the NJDOBI under the New Jersey Banking Statute and the waiver or approval, if required, of the FRB of the Merger under the S&L Holding Company Act and the BHC Act, and any other applicable Governmental Entities, and Columbia will provide copies of the non-confidential portions of such applications, filings and related correspondence to Stewardship. Prior to filing each application or other document with the applicable Governmental Entity, each party will provide the other party with an opportunity to review and comment on the non-confidential portions of each such application or other document and will discuss with the other party which portions of this Agreement will be designated as confidential

portions of such applications. Each party will use all reasonable best efforts and will cooperate with the other party in taking any other actions necessary to obtain such regulatory or other approvals and consents, including participating in any required hearings or proceedings. Subject to the terms and conditions herein provided, each party will use all reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement. Columbia will pay, or will cause to be paid, any applicable fees and expenses (other than those incurred by Stewardship's outside counsel) in connection with the preparation and filing of such regulatory filings necessary to obtain the Bank Regulatory Approvals.

### 6.3 **Shareholder Meeting.**

(a) Stewardship will call a special meeting of its shareholders (the "*Stewardship Shareholder Meeting*") for the purpose of voting upon this Agreement and the Merger, and will schedule such meeting based on consultation with Columbia as soon as reasonably practicable after receipt of clearance from the SEC of the Proxy Statement as set forth in Section 6.3(b), but in any event shall hold the special meeting no later than sixty (60) days after receipt of such SEC clearance. The Board of Directors of Stewardship will recommend that the shareholders approve this Agreement and the Merger (the "*Stewardship Board Recommendation*"), and Stewardship will use its best efforts (including soliciting proxies for such approval) to obtain the Required Stewardship Shareholder Vote. The Stewardship Board Recommendation may not be withdrawn or modified in a manner adverse to Columbia, and no resolution by the Board of Directors of Stewardship or any committee thereof to withdraw or modify the Stewardship Board Recommendation in a manner adverse to Stewardship may be adopted; *provided, however*, that notwithstanding the foregoing, prior to the adoption of this Agreement by the Required Stewardship Shareholder Vote, the Board of Directors of Stewardship may withdraw, qualify or modify the Stewardship Board Recommendation or approve, adopt, recommend or otherwise declare advisable any Superior Proposal made after the date hereof and not solicited, initiated or encouraged in breach of Section 5.7, if the Board of Directors of Stewardship determines in good faith, after consultation with outside counsel, that failure to do so would be likely to result in a breach of fiduciary duties under applicable law (a "*Change of Stewardship Board Recommendation*"). In determining whether to make a Change of Stewardship Board Recommendation in response to a Superior Proposal or otherwise, the Board of Directors of Stewardship will take into account any changes to the terms of this Agreement proposed by Columbia or any other information provided by Columbia in response to such notice. For the avoidance of doubt, nothing contained in this Agreement shall prohibit the Board of Directors of Stewardship from (i) taking and disclosing to its shareholders, as applicable, a position contemplated by Rule 14e-2(a) promulgated under the Exchange Act or making a statement contemplated by Item 1012(a) of Regulation M-A or Rule 14d-9 promulgated under the Exchange Act, (ii) making any disclosure to its shareholders, as applicable, if the Board of Directors of Stewardship determines in good faith, after consultation with its outside counsel, that the failure to make such disclosure would reasonably be expected to be inconsistent with the directors' duties to shareholders under, or would violate applicable Law; or (iii) making accurate disclosure to its

shareholders, as applicable, of factual information regarding the business, financial condition or results of operations of Stewardship or the fact that an Acquisition Proposal has been made, the identity of the party making such proposal or the material terms of such proposal (and such disclosure shall not be deemed to be a Change of the Stewardship Board Recommendation), it being understood that any “stop, look and listen” communication that contains only the information set forth in Rule 14d-9(f) shall not be deemed in and of itself to be a Change of the Stewardship Board Recommendation.

(b) For the purposes of holding the Stewardship Shareholder Meeting, within thirty (30) days after the date of execution of this Agreement, Stewardship will prepare and file with the SEC pursuant to the Exchange Act the proxy solicitation materials (the “*Proxy Statement*”) that, in all material respects, shall be in such form, and contain or be accompanied by such information regarding the Stewardship Shareholder Meeting, this Agreement, the parties hereto, the Merger and other matters described herein, as is required by all applicable laws, rules and regulations, and otherwise that a reasonable shareholder of Stewardship would consider material in connection with the Stewardship Shareholder Meeting. Stewardship will provide a copy of the proposed Proxy Statement in preliminary form to Columbia for its review and comment prior to its being printed and distributed to Stewardship’s shareholders and will consider in good faith any comments provided by Columbia on the proposed Proxy Statement.

(c) Columbia will furnish such information concerning Columbia and its Subsidiaries, including Columbia Bank, as is necessary in order to cause the Proxy Statement, insofar as it relates to Columbia and its Subsidiaries, including Columbia Bank, to be prepared in accordance with Section 6.3(b). Columbia agrees promptly to notify Stewardship if at any time prior to the Stewardship Shareholder Meeting any information provided by Columbia in the Proxy Statement becomes incorrect or incomplete in any material respect, and to provide the information needed to correct such inaccuracy or omission.

(d) None of the information relating to Columbia and its Subsidiaries, including Columbia Bank, that is provided by Columbia for inclusion in the Proxy Statement will, at the time of mailing the Proxy Statement to Stewardship’s shareholders, at the time of the Stewardship Shareholder Meeting and at the Effective Time, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

(e) None of the information relating to Stewardship and the other Stewardship Entities that is included in the Proxy Statement will, at the time of mailing the Proxy Statement to Stewardship’s shareholders, at the time of the Stewardship Shareholder Meeting and at the Effective Time, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

(f) Stewardship will bear all printing and mailing costs in connection with the preparation and mailing of the Proxy Statement to Stewardship's shareholders.

6.4 **Employee Matters.** Columbia shall honor the Plans set forth in Stewardship's Disclosure Letter in accordance with the terms of such Plans, except to the extent an alternative treatment is set forth in this *Section 6.4*. During the period commencing at the Effective Time and ending on the twelve (12) month anniversary of the Closing Date or, if shorter, during the period of employment of a Continuing Employee following the Closing, Columbia shall maintain or cause to be maintained employee benefit plans and compensation opportunities for the benefit of all Persons who are employees of the Stewardship Entities immediately prior to the Effective Time and whose employment is not specifically terminated at or prior to the Effective Time (a "Continuing Employee") that provides such Continuing Employee with (i) a base salary or wage rate, as applicable, that is no less than the base salary or wage rate, as applicable, provided to the Continuing Employees prior to the Effective Time, and (ii) employee benefits that in the aggregate, are substantially comparable to the employee benefit and compensation opportunities that are generally made available to similarly situated employees of Columbia or its Subsidiaries ; *provided, however*, in no event shall any Continuing Employee be eligible to participate in any frozen plan of Columbia or its Subsidiaries.

(b) At the sole discretion of Columbia, Columbia may maintain Stewardship Bank's health and welfare plans through the end of the calendar year in which the Effective Time occurs. Notwithstanding the foregoing, if Columbia determines prior to the Effective Time to terminate one or more of Stewardship Bank's health and/or welfare plans, then at the written request of Columbia, Stewardship Bank shall adopt resolutions, to the extent required, providing that one or more of Stewardship Bank's health and welfare plans (excluding any plans that are mutually agreed to in writing between the parties) will be terminated effective immediately prior to the Effective Time (or such later date as requested by Columbia in writing or as may be required to comply with any applicable advance notice or other requirements contained in such plans) and shall arrange for termination of all corresponding insurance policies, service agreements and related arrangements effective on the same date to the extent not prohibited by the terms of such arrangements or, if termination is prohibited on the same date, the earliest possible date following that date that is not prohibited by the terms of such arrangements. Notwithstanding the foregoing, no coverage of any of the Continuing Employees or their dependents shall terminate under any of Stewardship Bank's health and welfare plans prior to the time such Continuing Employees and their dependents, as applicable, become eligible to participate in the health plans, programs and benefits common to all similarly-situated employees of Columbia and its Subsidiaries and their dependents and, consequently, no Continuing Employee shall experience a gap in coverage. Columbia shall use commercially reasonable efforts to cause Continuing Employees who become covered under health (including dental and vision) plans, programs and benefits of Columbia or any of its Subsidiaries to receive credit for any co-payments and deductibles paid under Stewardship Bank's health (including dental and vision) plans for the plan year in which coverage commences under Columbia's health plan and to waive any pre-existing conditions under any such plans. Terminated employees of Stewardship Entities

and their qualified beneficiaries will have the right to continued coverage under group health plans of Columbia in accordance with COBRA.

(c) Columbia shall cause each employee benefit plan of Columbia in which Continuing Employees are eligible to participate to take into account for purposes of eligibility and vesting under the employee benefit plans of Columbia (but not for purposes of benefit accrual) the service of such employees with Stewardship to the same extent as such service was credited for such purpose by Stewardship; provided, however, that such service shall not be recognized: (i) for purposes of the six (6) month waiting period for eligibility under the ESOP; (ii) to the extent that such recognition would result in a duplication of benefits under any of the Columbia Benefit Plans, or (iii) to the extent, at the sole discretion of Columbia, the cash value of unused paid time-off is paid to Continuing Employees at the Effective Time. The value of each Stewardship Employee's unused paid time-off is set forth in Stewardship's Disclosure Letter. This Agreement shall not be construed to limit the ability of Columbia to terminate the employment of any Continuing Employee or to review any employee benefit plan or program from time to time and to make such changes (including terminating any such plan or program) as Columbia deems appropriate.

(d) Stewardship Bank shall take all necessary and appropriate actions to cause the Stewardship Bank 401(k) Plan to be frozen as to future contributions effective immediately prior to the Effective Time and Columbia shall take all necessary and appropriate actions to allow the Continuing Employees to participate in Columbia's 401(k) Plan on the first Columbia 401(k) Plan entry date following the Effective Time. If requested in writing by Columbia prior to Closing, Stewardship Bank will also take all necessary steps to terminate Stewardship Bank's 401(k) Plan immediately prior to the Effective Time, subject to the occurrence of the Effective Time, and if further requested, shall prepare and submit a request to the IRS for a favorable determination letter on termination. If Columbia requests that Stewardship Bank apply for a favorable determination letter, then prior to the Effective Time, Stewardship Bank shall use commercially reasonable efforts to take all such actions as are necessary (determined in consultation with Columbia) to submit the application for favorable determination letter in advance of the Effective Time, and following the Effective Time, Columbia shall use its best efforts in good faith to obtain such favorable determination letter as promptly as possible (including, but not limited to, making such changes to the Stewardship Bank 401(k) Plan as may be required by the IRS as a condition to its issuance of a favorable determination letter). Prior to the Effective Time, Stewardship Bank, and following the Effective Time, Columbia, will adopt such amendments to the Stewardship Bank 401(k) Plan necessary to effect the provisions of this *Section 6.4(d)*. In the event Columbia requests Stewardship Bank to submit an application to the IRS for a determination letter, Stewardship Bank 401(k) Plan participants who are terminated at or after the Closing, but prior to the receipt of the IRS determination letter, may elect to receive a distribution from the Stewardship Bank 401(k) Plan upon termination of their employment. Following receipt of a favorable determination letter from the IRS, Columbia shall take any and all actions as may be required to permit Continuing Employees to roll over their account balances (excluding participant loans) in the Stewardship Bank 401(k) Plan into Columbia's 401(k) Plan.



(e) Columbia agrees that each full-time Stewardship Employee who is (i) involuntarily terminated by Columbia (other than for “Cause” as determined in good faith by Columbia) or (ii) voluntarily terminates employment if not offered a Comparable Position (as defined below) within six (6) months following the Effective Time and, in case of either (i) or (ii) above, who is not covered by a separate severance, change in control or employment agreement shall, upon executing an appropriate release in the form reasonably determined by Columbia, receive a single lump sum severance payment equal to two weeks of base pay (at the rate in effect on the termination date) for each year of service at Stewardship, with a minimum equal to four weeks of base pay and a maximum equal to twenty-six (26) weeks of base pay and, in addition, will receive, up to a maximum of two (2) weeks, the cash value of unused paid time-off for fiscal year 2019 for such terminated employee at the Effective Time, subject to applicable payroll withholdings. For purposes of calculating the number of years of service, fractional years of service shall be rounded up or down to the nearest full year. For purposes of calculating base pay, Stewardship Employees who are paid on an hourly basis shall be deemed to have a base pay equal to the employee’s average weekly compensation over the two (2) months prior to the termination date; provided that, in no event shall an employee’s base pay for this purpose be less than the employee’s base pay with Stewardship as in effect immediately prior to Closing. For employees whose compensation is determined in whole or in part on the basis of commission income, “base pay” shall include base salary or total hourly wages paid plus commissions earned during the most recent twelve (12) months ended as of the date of termination of employment. For a period of twelve (12) months following the Effective Time, Columbia will offer employees of Stewardship Entities whose jobs are eliminated as a result of the Merger priority in applying for open positions within Columbia. Any employee of Stewardship or Stewardship Bank who has or is a party to any employment agreement, severance agreement, change in control agreement or any other agreement or arrangement that provides for any payment that may be triggered by a termination, including a termination following the Merger, shall not receive the severance benefits as provided in this Section but will receive the payment specified in such agreement or arrangement. “*Comparable Position*” means a job position that: (i) provides for base compensation equal to or higher than an employee’s base compensation in effect on the Effective Time and (ii) is located within twenty-five (25) miles of an employee’s primary office/branch on the Effective Time.

(f) Columbia shall honor all obligations under the change in control agreements set forth in Stewardship’s Disclosure Letter, except to the extent any such agreement is superseded, amended or terminated as of, or following, the Effective Time.

(g) This Agreement is an agreement solely between Stewardship and Columbia. Except for the indemnification rights provided in Section 6.6, nothing in this Agreement, including this Section 6.4, whether express or implied, confers upon any Stewardship Employees, employees of Columbia and its Subsidiaries or any other Person, any rights or remedies, including: (i) any right to employment or recall, (ii) any right to continued employment for any specified period, or (iii) any right to any particular compensation, benefit or aggregate of benefits, or any other term or condition of employment, of any kind or nature whatsoever.

(h) As of the earlier of the Closing Date or the applicable reporting deadline under the Affordable Care Act, Stewardship, Stewardship Bank and each Commonly Controlled Entity will accurately complete and timely file with the Internal Revenue service, and timely send to all covered individuals, as applicable, any required IRS Forms 1094 B, 1095 B, 1094 C and 1095 C for the 2018 calendar year with respect to each Plan that is subject to the Affordable Care Act.

(i) Within forty-five (45) days after the date of this Agreement, Columbia shall designate, in consultation with Stewardship, certain employees of the Stewardship Bank who will be eligible to receive a retention bonus from Columbia, in its sole discretion, in the event such employee remains a Continuing Employee as of the Closing Date and/or through a post-Closing transition period to be determined by Columbia, including systems conversion, if applicable.

(j) At and following the Effective Time, Columbia shall be solely responsible, to the extent applicable, for timely providing any required notices under the Worker Adjustment and Retraining Notification Act of 1988, as amended (the “*WARN ACT*”), or any similar state or local Law, with respect to any “plant closing” or “mass layoff” (as defined in the *WARN Act* or similar law) or employee layoff or similar event affecting the Stewardship Employees after the Effective Date.

**6.5 Updated Schedules.** On a date fifteen (15) Business Days prior to the Effective Time and on the Effective Time, Stewardship will modify any Schedule to this Agreement or add any Schedule or Schedules for the purpose of making the representations and warranties to which any such Schedule relates true and correct in all material respects as of such date, whether to correct any misstatement or omission in any Schedule or to reflect any additional information obtained by Stewardship subsequent to the date any Schedule was previously delivered by Stewardship to Columbia. Notwithstanding the foregoing, any updated Schedule will not have the effect of making any representation or warranty contained in this Agreement true and correct in all material respects for purposes of Section 7.3(a).

**6.6 Indemnification; Directors’ and Officers’ Insurance.**

(a) Columbia agrees that all rights of the present and former directors and officers of any of the Stewardship Entities to indemnification provided for in the Charter or Bylaws or other governing documents of such Stewardship Entity, as applicable, as in effect on the date hereof, or required under any applicable Law (including rights to advancement of expenses and exculpation), will survive the Merger and continue in full force and effect for a period of six (6) years from the Effective Time (each such director and officer being sometimes hereinafter be referred to as an “*Indemnified Party*”). Without limiting the generality of the foregoing, Columbia agrees that, following the Effective Time, the Surviving Corporation will indemnify any person made a party to any proceeding by reason of the fact that such person was a director, officer, member or employee of any of the Stewardship Entities at or prior to the Effective Time to the fullest extent provided in, and will advance expenses in accordance with, the Charter, Bylaws and other governing documents of the Stewardship Entities, as applicable, in the form previously provided to Columbia and effective as of the date of this Agreement, in each

case subject to all the limitations set forth in such Charter, Bylaws or other governing documents and applicable Law. Notwithstanding anything to the contrary contained in this Section 6.6, nothing contained in this Agreement will require Columbia to indemnify, defend or hold harmless any Indemnified Party to a greater extent than any Stewardship Entity may, as of the date of this Agreement, indemnify, defend and hold harmless such Indemnified Party, and any such indemnification provided pursuant to this Section 6.6 will be provided only to the extent that such indemnification is permitted by any applicable federal or state Laws.

(b) Prior to the Effective Time, Stewardship will or, if Stewardship is unable to, Columbia as of the Effective Time will, obtain a “tail” insurance policy with a claims period of at least six (6) years from and after the Effective Time with respect to directors’ and officers’ liability insurance and fiduciary liability insurance (collectively, “*D&O Insurance*”) with benefits and levels of coverage and deductibles at least as favorable to the Indemnified Parties as the existing policies of the Stewardship Entities with respect to matters existing or occurring at or prior to the Effective Time (including in connection with this Agreement or the transactions or actions contemplated hereby). Columbia will pay the premium for such D&O Insurance tail policy; *provided, however*, that in no event will Columbia be required to expend more than 250% of the current amount expended on an annual basis by the Stewardship Entities to procure their existing D&O Insurance policies. If Stewardship or Columbia for any reason is unable to obtain such tail D&O Insurance policy on or prior to the Effective Time, Columbia will obtain as much as comparable D&O Insurance as is available at a cost in the aggregate for such six (6) year period up to 250% of the current annual premiums expended by the Stewardship Entities for their existing D&O Insurance policies.

(c) The provisions of this Section 6.6 are intended to be for the benefit of, and will be enforceable by, each Indemnified Party as if he or she were a party to this Agreement. The indemnification rights provided to each Indemnified Party pursuant hereto will be in addition to all other indemnification rights provided to such Indemnified Party under any Contract between any of the Stewardship Entities and such Indemnified Party. If any Indemnified Party makes any claim for indemnification or advancement of expenses under this Section 6.6 that is denied by Columbia, and a court of competent jurisdiction determines that the Indemnified Party is entitled to such indemnification or advancement of expenses, in whole or in part, then Columbia shall pay such Indemnified Party’s costs and expenses, including legal fees and expenses incurred in connection with enforcing such claim against Columbia.

**6.7 Statutory Trust.** Stewardship, as the owner of the Statutory Trust Securities that are common securities, will cause the Statutory Trust (a) to remain a statutory trust, (b) to otherwise continue to be classified as a grantor trust for federal income Tax purposes, and (c) to cause each holder of Statutory Trust Securities that are preferred securities to be treated as owning an undivided beneficial interest in the Statutory Trust Debentures. At the Effective Time, Columbia will assume Stewardship’s obligations and acquire its rights relating to the Statutory Trust, including Stewardship’s obligations and rights under the Statutory Trust Debentures, Statutory Trust Securities and the other Statutory Trust Agreements. In connection therewith, Stewardship will assist Columbia in assuming Stewardship’s obligations and

acquiring its rights under the Statutory Trust, and will provide the documentation required to make such assumption of obligations and acquisition of rights effective, including any supplemental indentures, certificates and opinions of counsel that may be required under the Statutory Trust Agreements. Subject to the terms of the Statutory Trust Securities, immediately prior to the Closing, Stewardship will pay, or cause to be paid, to the proper Persons all deferred and accrued but unpaid interest and any outstanding fees relating to the Statutory Trust Debentures and the Statutory Trust.

6.8 **Assumption of Subordinated Notes.** Columbia agrees to execute and deliver, or cause to be executed and delivered, by or on behalf of Columbia at or prior to the Effective Time one or more supplemental indentures, guarantees, and/or other instruments required for the due assumption of the Subordinated Notes. Stewardship shall obtain the consents of the holders of the Subordinated Notes for the assignment and assumption of the Subordinated Notes by Columbia, to the extent such consent is required under the Subordinated Note Purchase Agreement dated August 28, 2015 by and between Stewardship and the holders of the Subordinated Notes.

6.9 **Loan Participations.** Upon reasonable prior notice, Stewardship shall use commercially reasonable efforts to provide Columbia with access to the originating lenders of the Loan Participations for the purpose of enabling Columbia to conduct reasonable due diligence on such Loan Participations; provide that Columbia shall not contract or communicate with the participants of such Loan Participations in any manner relating to Stewardship or Stewardship's business without Stewardship's prior approval and Stewardship shall have the right to participate in any such contact or communication.

6.10 **Board Representation; Advisory Board** Following the date hereof, Columbia and Columbia Bank shall take all actions necessary to: (a) cause, effective as of the Effective Time, their respective Boards of Directors to be expanded by one member; and (b) appoint Paul Van Ostenbridge to the Boards of Directors of Columbia and Columbia Bank. Subject solely to the fiduciary duties of the Columbia and Columbia Bank Boards of Directors, Columbia and Columbia Bank will use reasonable best efforts to cause the election of Mr. Van Ostenbridge to each of the Columbia and Columbia Bank Boards of Directors at the first annual meeting of the stockholders of Columbia and Columbia Bank (including recommending that the stockholders vote in favor of the election of Mr. Van Ostenbridge (along with other nominees) and otherwise supporting Mr. Van Ostenbridge for election in a manner no less rigorous and favorable than the manner in which Columbia supports its other nominees in the aggregate. In addition, Columbia Bank will establish and maintain an advisory board (the "Advisory Board") for a period of one year following the Effective Time and invite other non-employees directors of Stewardship's Board of Directors to join the Advisory Board.

6.11 **Columbia Confidential Information.** Any confidential information or trade secrets of each of Columbia and its Subsidiaries received by any Stewardship Entity and its Representatives in connection with the Merger, the Bank Merger or the other transactions contemplated hereby will be treated confidentially and held in confidence pursuant to the Columbia NDA, and any correspondence, memoranda, records, copies, documents and electronic or other media of any kind containing either such confidential information or trade secrets or both will be destroyed by the Stewardship Entities or, at Columbia's request, returned to

Columbia if this Agreement is terminated as provided in Article 8. Such information will not be used by any Stewardship Entity or its employees or agents to the detriment of Columbia and its Subsidiaries, and will at all times be maintained and held in compliance with the Columbia NDA.

6.12 **Stewardship Confidential Information.** If the Closing does not occur, any confidential information or trade secrets of each of Stewardship and its Subsidiaries received by Columbia, Columbia Bank and their Representatives in connection with the Merger, the Bank Merger or the other transactions contemplated hereby will be treated confidentially and held in confidence pursuant to the Stewardship NDA, and any correspondence, memoranda, records, copies, documents and electronic or other media of any kind containing either such confidential information or trade secrets or both will be destroyed by Columbia or Columbia Bank or, at Stewardship's request, returned to Stewardship if this Agreement is terminated as provided in Article 8. Such information will not be used by Columbia, Columbia Bank and their Representatives to the detriment of any Stewardship Entity, and will at all times be maintained and held in compliance with the terms of the Stewardship NDA.

6.13 **Columbia Bank Foundation.** Columbia agrees to recommend to the Board of Directors of the Columbia Bank Foundation (the "*Columbia Bank Foundation*") that at the Effective Time: (i) the Columbia Charitable Foundation expand the size of its Board of Directors by one member and appoint one member of the current Stewardship Board of Directors to serve on the Board of Directors of the Columbia Bank Foundation; and (ii) expand its grant policy, in accordance with its Charter and governing documents, to make charitable contributions within Stewardship's local community largely consistent with charitable contributions made under Stewardship's tithing program in an annual amount of no less than \$500,000.

## **ARTICLE 7 CONDITIONS**

7.1 **Conditions to Obligations of Each Party.** The respective obligations of each party to effect the transactions contemplated hereby will be subject to the fulfillment at or prior to the Effective Time of the following conditions:

(a) **Regulatory Approvals.** The Bank Regulatory Approvals will have been obtained and the applicable waiting periods, if any, under all statutory or regulatory waiting periods will have lapsed. None of such approvals will contain any conditions or restrictions that would (i) be reasonably expected to be materially burdensome on, or impair in any material respect, the benefits to Columbia and its Subsidiaries of the transactions contemplated by this Agreement; (ii) require a material modification of, or impose any material limitation or restriction on, the activities, governance, legal structure, compensation or fee arrangements of Columbia or any of its Subsidiaries; or (iii) otherwise have a Material Adverse Effect on Columbia.

(b) **No Prohibitive Change of Law.** There will have been no Law, domestic or foreign, enacted or promulgated which prohibits or makes illegal the consummation of the transactions contemplated hereby.

(c) Governmental Action. No party hereto shall be subject to any order, decree or injunction of a court or agency of competent jurisdiction that enjoins or prohibits the consummation of the Merger or the Bank Merger and no Governmental Entity shall have instituted any proceeding for the purpose of enjoining or prohibiting the consummation of the Merger, the Bank Merger or any transactions contemplated by this Agreement.

(d) Shareholder Approval. The Merger will have been approved by the Required Stewardship Shareholder Vote.

**7.2 Additional Conditions to Obligation of Stewardship**. The obligation of Stewardship to consummate the transactions contemplated hereby in accordance with the terms of this Agreement is also subject to the satisfaction or waiver of the following conditions:

(a) Representations and Warranties. The representations and warranties of Columbia set forth in Section 3.4 will be true and correct in each case as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date) as of the Closing Date, and the representations and warranties of Columbia set forth in Sections 3.1 and 3.2 will be true and correct in all material respects as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date) as of the Closing Date as though made on and as of the Closing Date. All other representations and warranties of Columbia set forth in this Agreement (after giving effect to any qualifications as to materiality or Material Adverse Effect set forth in such representations or warranties) will be true and correct in all respects as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date) as of the Closing Date as though made on and as of the Closing Date; provided, however, that for purposes of this sentence, such representations and warranties shall be deemed to be so true and correct unless the failure of such representations and warranties to be so true and correct, either individually or in the aggregate, and without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties, has had or would be reasonably likely to have a Material Adverse Effect on Columbia.

(b) Agreements. Columbia will have performed and complied in all material respects with each of its agreements contained in this Agreement.

(c) Officer's Certificate. Columbia will have furnished to Stewardship a certificate of the Chief Financial Officer of Columbia, dated as of the Effective Time, in which such officer will certify to the conditions set forth in Sections 7.2(a) and (b).

(d) Columbia Secretary's Certificate. Columbia will have furnished to Stewardship (i) copies of the text of the resolutions by which the corporate action on the part of Columbia necessary to approve this Agreement and the transactions contemplated hereby were taken, and (ii) a certificate dated as of the Effective Time executed on behalf of Columbia by its corporate secretary or one of its assistant corporate secretaries certifying to Stewardship that such copies are true, correct and complete copies of such

resolutions and that such resolutions were duly adopted and have not been amended or rescinded.

(e) Deposit of Aggregate Merger Consideration. Columbia shall have deposited the aggregate Merger Consideration with the Paying Agent as described in Section 2.9(a).

(f) Other Materials. Stewardship will have received the materials set forth in Section 2.12(b).

**7.3 Additional Conditions to Obligation of Columbia.** The obligation of Columbia to consummate the transactions contemplated hereby in accordance with the terms of this Agreement is also subject to the satisfaction or waiver of the following conditions:

(a) Representations and Warranties. The representations and warranties of Stewardship set forth in Sections 4.3, 4.13 and 0 will be true and correct in each case as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date) as of the Closing Date, and the representations and warranties of Stewardship set forth in Sections 4.1 and 4.2 will be true and correct in all material respects as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date) as of the Closing Date as though made on and as of the Closing Date. All other representations and warranties of Stewardship set forth in this Agreement (after giving effect to any qualifications as to materiality or Material Adverse Effect set forth in such representations or warranties) will be true and correct in all respects as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date) as of the Closing Date as though made on and as of the Closing Date; provided, however, that for purposes of this sentence, such representations and warranties shall be deemed to be so true and correct unless the failure of such representations and warranties to be so true and correct, either individually or in the aggregate, and without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties, has had or would be reasonably likely to have a Material Adverse Effect on Stewardship.

(b) Agreements. Stewardship will have performed and complied in all material respects with each of its agreements contained in this Agreement.

(c) Officers' Certificate of Stewardship. Stewardship will have furnished to Columbia a certificate of the Chief Executive Officer and Chief Financial Officer of Stewardship, dated as of the Effective Time, in which such officers will certify to the conditions set forth in Sections 7.3(a) and 7.3(b).

(d) Stewardship Secretary's Certificate. Stewardship will have furnished to Columbia (i) copies of the text of the resolutions by which the corporate action on the part of Stewardship necessary to approve this Agreement and the transactions contemplated hereby were taken, and (ii) a certificate dated as of the Effective Time executed on behalf of Stewardship by its corporate secretary or one of its assistant corporate secretaries certifying to Columbia that such copies are true, correct and

complete copies of such resolutions and that such resolutions were duly adopted and have not been amended or rescinded.

(e) Required Consents. Each Required Consent will have been obtained and be in full force and effect, and such actions as Columbia's counsel may reasonably require will have been taken in connection therewith.

(f) Other Materials. Columbia will have received the materials set forth in Section 2.12(a).

## **ARTICLE 8 TERMINATION, AMENDMENT AND WAIVER**

8.1 **Reasons for Termination**. This Agreement, by prompt written notice given to the other parties prior to or at the Closing, may be terminated:

(a) by mutual consent of the Boards of Directors of Columbia and Stewardship;

(b) by either party in the event a Law or Governmental Order will have been enacted, entered, enforced, promulgated, issued or deemed applicable to the transactions contemplated by this Agreement by any Governmental Entity that prohibits the Closing; or

(c) by either party in the event any approval, consent or waiver of any Governmental Entity required to permit the consummation of the transactions contemplated by this Agreement will have been denied and such denial has become final and non-appealable (unless such denial arises out of, or results from, a material breach by the party seeking to terminate this Agreement of any representation, warranty or covenant of such party);

(d) by Stewardship if:

(i) the Closing has not occurred by April 30, 2020 (the "*Termination Date*"); *provided, however*, that Stewardship will not be entitled to terminate this Agreement pursuant to this clause (d)(i) if (x) Stewardship's failure to comply in all material respects with its obligations under this Agreement has prevented the consummation of the transactions contemplated by this Agreement,

(y) Stewardship has refused, after satisfaction of the conditions set forth in Sections 7.1 and 7.2, to close in accordance with Section 2.12, or (z) the circumstances or events underlying the termination rights set forth in clause (d)(iv) of this Section 8.1 will have occurred;

(ii) Columbia will have breached any representation, warranty or agreement of Columbia in this Agreement in such case that the conditions set forth in Section 7.2(a) or 7.2(b) would not be satisfied and such breach cannot be or is not cured within thirty (30) days after written notice of such breach is given by Stewardship to Columbia;



(iii) at the Stewardship Shareholder Meeting, this Agreement will not have been duly adopted by the Required Stewardship Shareholder Vote;

(iv) (A) Stewardship will have delivered to Columbia a written notice of the intent of Stewardship to enter into a merger, acquisition or other agreement (including an agreement in principle) to effect a Superior Proposal based on an Acquisition Proposal received by it, (B) five (5) Business Days have elapsed following delivery to Columbia of such written notice by Stewardship, (C) during such five (5) Business Day period Stewardship has fully complied with the terms of Section 5.7, including informing Columbia of the terms and conditions of such Acquisition Proposal and the identity of the Person making such Acquisition Proposal, with the intent of enabling Columbia to agree to a modification of the terms and conditions of this Agreement so that the transactions contemplated hereby may be effected, (D) at the end of such five (5) Business Day period the Board of Directors of the Stewardship will have continued reasonably to believe that such Acquisition Proposal constitutes a Superior Proposal, (E) Stewardship pays to Columbia the termination fee in accordance with Section 8.4, and (F) Stewardship will have entered into a merger, acquisition or other agreement (including an agreement in principle) to effect a Superior Proposal or the Board of Directors of Stewardship will have resolved to do so; or

(v) any of the conditions set forth in Sections 7.1 or 7.2 will have become impossible to satisfy (other than through a failure of Stewardship to comply with its obligations under this Agreement).

(e) by Columbia if:

(i) the Closing has not occurred by the Termination Date; *provided, however,* that Columbia will not be entitled to terminate this Agreement pursuant to this clause (e)(i) if (x) Columbia's failure to comply fully with its obligations under this Agreement has prevented the consummation of the transactions contemplated by this Agreement or (y) Columbia has refused, after satisfaction of the conditions set forth in Sections 7.1 or 7.3, to close in accordance with Section 2.12;

(ii) Stewardship will have breached any representation, warranty or agreement in this Agreement in such case that the conditions set forth in Section 7.3(a) and 7.3(b) would not be satisfied and such breach cannot be or is not cured within thirty (30) days after written notice of such breach is given by Columbia to Stewardship;

(iii) at the Stewardship Shareholder Meeting, this Agreement will not have been duly adopted by the Required Stewardship Shareholder Vote; or

(iv) any of the conditions set forth in Sections 7.1 or 7.2 will have become impossible to satisfy (other than through a failure of Columbia to comply with its obligations under this Agreement).

8.2 **Effect of Termination.** Except as provided in Sections 8.3 and 8.4 and any provisions set forth herein that survive the termination of this Agreement, if this Agreement is terminated pursuant to Section 8.1, this Agreement will forthwith become void, there will be no Liability under this Agreement on the part of Columbia, Stewardship or any of their respective Representatives or Subsidiaries, and all rights and obligations of each party hereto will cease; *provided, however,* that, subject to Sections 8.3, and 8.4, nothing herein will relieve any party from Liability arising out of its own fraud, willful misconduct or knowing, intentional and material breach of this Agreement.

8.3 **Expenses.** Except as otherwise provided in this Agreement, all expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement will be paid by the party incurring such expenses, whether or not the Merger is consummated.

8.4 **Stewardship Termination Fee.** If this Agreement is terminated by Stewardship pursuant to Section 8.1(d)(iv), or by Columbia pursuant to Section 8.1(e)(ii) because of a breach of any portion of Section 5.7 or Section 6.3(a), then Stewardship will pay to Columbia a termination fee of \$5,400,000 as the sole and exclusive remedy of Columbia (including any remedy for specific performance), as agreed-upon liquidated damages.

8.5 **Waiver.** At any time prior to the Effective Time, any party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto or (b) waive compliance with any of the agreements of any other parties or with any conditions to its own obligations, in each case only to the extent such obligations, agreements and conditions are intended for its benefit.

## ARTICLE 9 GENERAL PROVISIONS

9.1 **Press Releases and Announcements.** Any public announcement, including any press release or any announcement to employees, customers, suppliers or others having dealings with the Stewardship Entities, or similar publicity with respect to this Agreement or the transactions contemplated hereby will be made at such time and in such manner as Columbia will determine, in consultation with Stewardship, and approve (with such approval not to be unreasonably withheld, delayed or conditioned), or as determined upon the advice of counsel to be required by applicable Law or the rules and requirements of the applicable securities exchange as the case may be. Notwithstanding the foregoing, Columbia and Stewardship agree that any press releases announcing the execution of this Agreement or the Closing will be in a form prepared by Columbia and reviewed and approved by Stewardship (with such approval not to be unreasonably withheld, delayed or conditioned) and will be made on the day of execution of this Agreement (or as soon thereafter as is practicable) and on the Closing Date (or as soon thereafter as practicable), respectively.

9.2 **Notices.** All notices and other communications hereunder will be in writing and will be sufficiently given if made by receipted hand delivery, by fax, by e-mail, by recognized overnight delivery service, or by registered or certified mail (postage prepaid and return receipt requested) to the parties at the following addresses (or at such other address for a party as will be specified by it by like notice):

if to Columbia:

Attention: Thomas J. Kemly  
President and Chief Executive Officer  
Telephone: 201.794.5600  
E-mail: tkemly@columbiabankonline.com

with copies (which will not constitute notice) to:

Attention: Christina M. Gattuso, Esq.  
Kilpatrick Townsend & Stockton LLP  
Telephone: 202.508.5884  
Fax: 202.204.5611  
E-mail: cgattuso@kilpatricktownsend.com

if to Stewardship:

Attention: Paul Van Ostenbridge  
President and Chief Executive Officer  
Telephone: 201.444.7100  
E-mail: pvanostenbridge@asbnow.com

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

Attention: Michael Horn, Esq.  
McCarter & English, LLP  
Telephone: 973.639.2029  
Fax: 973.297.3817  
Email: mhorn@mccarter.com

and

Attention: Michele Vaillant, Esq.  
McCarter & English, LLP  
Telephone: 973.639.2011  
Fax: 973.297.38126  
Email: mvaillant@mccarter.com

All such notices and other communications will be deemed to have been duly given as follows: when delivered by hand, if personally delivered; three (3) Business Days after being deposited in the mail, postage prepaid, if delivered by mail; when receipt electronically acknowledged, if faxed or e-mailed; and the next day after being delivered to an overnight delivery service.

9.3 **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any party to this Agreement without the prior written consent of the other parties to this Agreement, except that Columbia may assign any

of its rights under this Agreement to one or more Subsidiaries of Columbia, so long as Columbia remains responsible for the performance of all of its obligations under this Agreement. Subject to the foregoing, this Agreement and all of the provisions of this Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

9.4 **No Third Party Beneficiaries.** Except as otherwise specifically provided in Section 6.6(c), nothing expressed or referred to in this Agreement confers any rights or remedies upon any Person that is not a party or permitted assign of a party to this Agreement. The representations and warranties contained in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties. Any inaccuracies in such representations and warranties are subject to waiver by the parties hereto in accordance herewith without notice or liability to any other person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties hereto of risks associated with particular matters regardless of the knowledge of any of the parties hereto. Consequently, Persons other than the parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

9.5 **Disclosure Schedules.**

(a) Prior to or simultaneous with the execution of this Agreement, Stewardship delivered to Columbia the Disclosure Schedules, which set forth, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in Article 4 or to one or more covenants contained herein (whether or not such section of this Agreement expressly references a schedule thereto). Except as set forth in the Disclosure Schedules, the information contained therein is dated as of the date of this Agreement or, if delivered pursuant to Section 6.5, as of such date delivered. Notwithstanding anything in this Agreement to the contrary, the mere inclusion of an item as an exception to a representation or warranty will not be deemed an admission that such item represents a material exception or material fact, event or circumstance or that such item has had or would be reasonably likely to have a Material Adverse Effect.

(b) For purposes of this Agreement, a disclosure of any information in a particular section or subsection of the Disclosure Schedules shall be deemed disclosure of such information with respect to any other section or subsection of this Agreement to which the relevance of such information is readily apparent on its face from the nature of the disclosure that such disclosure also applies to such other Schedule.

9.6 **Interpretation.** The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. References to Sections and Articles refer to Sections and Articles of this Agreement unless otherwise stated. Words such as “herein,” “hereinafter,” “hereof,” “hereto,” “hereby” and “hereunder,” and words of like import, unless the context requires otherwise, refer to this Agreement (including the Exhibits and Schedules hereto). As used in this Agreement, the

masculine, feminine and neuter genders will be deemed to include the others if the context requires. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular if the context requires. Whenever the words “include”, “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “but not limited to,” whether or not they are in fact followed by those words or words of like import. References to “provided or made available” means when used as to any information, document or other material referred to in this Agreement, that such information, document or other material was : (a) made available on the SEC website prior to the date of this Agreement; (b) provided or made available at least three (3) Business Days immediately prior to the execution of this Agreement in the virtual data room maintained by Stewardship in connection with the Merger; or (c) provided in writing by one party to another. “Writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. Any reference to any money or currency or use of “\$” will be in U.S. dollars. Except as the context may otherwise require, references to any Contract are to that Contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; *provided, however*, that with respect to any Contract listed on any Schedules hereto, all such amendments, modifications or supplements must also be listed in the appropriate Schedule. References to a statute will be to such statute, as amended from time to time, and to the rules and regulations promulgated thereunder. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

9.7 **Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated, and the parties will negotiate in good faith to modify this Agreement and to preserve each party’s anticipated benefits under this Agreement.

9.8 **Complete Agreement.** This Agreement, together with the Ancillary Documents, contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral. This Agreement may not be amended except by an instrument in writing approved by the parties to this Agreement and signed on behalf of each of the parties hereto.

9.9 **Governing Law.** THE DOMESTIC LAW, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, OF THE STATE OF DELAWARE WILL GOVERN ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY AND INTERPRETATION OF THIS AGREEMENT AND THE ANCILLARY DOCUMENTS, AND THE PERFORMANCE OF THE OBLIGATIONS IMPOSED HEREBY AND THEREBY, EXCEPT FOR MATTERS RELATING TO THE FIDUCIARY DUTIES OF THE STEWARDSHIP BOARD OF DIRECTORS WHICH SHALL BE SUBJECT TO THE LAWS OF THE STATE OF NEW JERSEY.

9.10 **Specific Performance.** Each of the parties acknowledges and agrees that the subject matter of this Agreement, including the business, assets and properties of each of the Stewardship Entities, is unique, that the other party would be damaged irreparably in the event

any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached, and that the remedies at Law would not be adequate to compensate such other parties not in default or in breach. Accordingly, each of the parties agrees that the other party will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions of this Agreement in addition to any other remedy to which they may be entitled, at Law or in equity (without any requirement that Columbia provide any bond or other security). The parties waive any defense that a remedy at Law is adequate and any requirement to post bond or provide similar security in connection with actions instituted for injunctive relief or specific performance of this Agreement.

9.11 **Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY 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, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) IT MAKES SUCH WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 9.11.

9.12 **Investigation of Representations, Warranties and Covenants.** No investigation made by or on behalf of the parties hereto or the results of any such investigation will constitute a waiver of any representation, warranty or covenant of any other party.

9.13 **No Survival of Representations.** The representations, warranties and covenants made by Stewardship and Columbia in this Agreement or in any instrument delivered pursuant to this Agreement shall expire and be terminated and extinguished on, and will have no further force or effect after, the first to occur of (a) the Effective Time or (b) the date on which this Agreement is terminated as set forth herein, except for those covenants contained herein or therein which by their terms apply in whole or in part after the Effective Time or survive the termination of this Agreement.

9.14 **Counterparts.** 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 and delivered to the other party.

9.15 **Delivery by Facsimile or Electronic Transmission.** This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by means of a

facsimile machine or by e-mail delivery of a “.pdf” format data file, will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument will raise the use of a facsimile machine or e-mail delivery of a “.pdf” format data file to deliver a signature to this Agreement or any amendment hereto or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format data file as a defense to the formation of a contract and each party hereto forever waives any such defense.

9.16 **No Presumption Against Drafting Party.** Each of the Columbia Entities and the Stewardship Entities acknowledges that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

*[The remainder of this page is intentionally blank.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date first written above.

**COLUMBIA FINANCIAL, INC.**

By:   
Thomas J. Kemly  
President and Chief Executive Officer

**BROADWAY ACQUISITION CORP.**

By:   
Thomas J. Kemly  
President and Chief Executive Officer

**STEWARDSHIP FINANCIAL CORPORATION**

By: \_\_\_\_\_  
Paul Van Ostenbridge  
President and Chief Executive Officer



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date first written above.

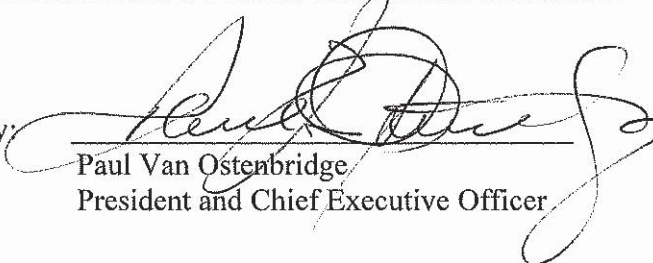
**COLUMBIA FINANCIAL, INC.**

By: \_\_\_\_\_  
Thomas J. Kemly  
President and Chief Executive Officer

**BROADWAY ACQUISITION CORP.**

By: \_\_\_\_\_  
Thomas J. Kemly  
President and Chief Executive Officer

**STEWARDSHIP FINANCIAL CORPORATION**

By:   
\_\_\_\_\_  
Paul Van Ostenbridge  
President and Chief Executive Officer

**EXHIBIT A**

[Form of Bank Merger Agreement]

## BANK MERGER AGREEMENT

THIS BANK MERGER AGREEMENT dated as of June 6, 2019 (this “*Bank Merger Agreement*”), is by and between Atlantic Stewardship Bank, a New Jersey state-chartered bank, and Columbia Bank, a federally chartered stock savings bank.

### WITNESSETH:

WHEREAS, Atlantic Stewardship Bank is a New Jersey state-chartered bank and a wholly owned subsidiary of Stewardship Financial Corporation, a New Jersey corporation (“*Stewardship*”); the authorized capital stock of Atlantic Stewardship Bank consists of 1,200,000 shares of common stock, par value \$5.00 per share, of which 760,252.66 shares of common stock are issued and outstanding as of the date hereof;

WHEREAS, Columbia Bank is a direct wholly owned subsidiary of Columbia Financial, Inc., a Delaware corporation (“*Columbia Financial*”);

WHEREAS, in accordance with the terms of that certain Agreement and Plan of Merger, dated as of June 6, 2019 (the “*Merger Agreement*”), by and among Stewardship, Columbia Financial and Broadway Acquisition, Inc., a New Jersey corporation and wholly owned subsidiary of Columbia Financial, Stewardship will merge with and into Columbia Financial in a series of transactions;

WHEREAS, as a result of the merger of Stewardship with and into Columbia Financial, Atlantic Stewardship Bank will become a direct wholly owned subsidiary of Columbia Financial;

WHEREAS, the respective Boards of Directors of Atlantic Stewardship Bank and Columbia Bank have determined that the merger of Atlantic Stewardship Bank with and into Columbia Bank, with Columbia Bank being the surviving institution (the “*Resulting Institution*”), under and pursuant to the terms and conditions set forth herein (said transaction being hereinafter referred to as the “*Bank Merger*”) is in the best interests of Atlantic Stewardship Bank and Columbia Bank;

WHEREAS, it is anticipated that the Bank Merger would occur immediately after the transactions contemplated by the Merger Agreement;

WHEREAS, this Bank Merger Agreement has been approved by the unanimous written consent of the sole shareholders of each of Atlantic Stewardship Bank and Columbia Bank;

WHEREAS, this Bank Merger Agreement must be approved by the Office of the Comptroller of the Currency (the “*OCC*”), the Federal Deposit Insurance Corporation (“*FDIC*”) and the New Jersey Department of Banking and Insurance (the “*Department*”).

NOW, THEREFORE, in consideration of the mutual promises and mutual agreements contained herein, the parties hereto agree as follows:

1. Merger. At and on the Effective Time of the Bank Merger (as defined below), Atlantic Stewardship Bank shall be merged with and into Columbia Bank with Columbia Bank

surviving as the Resulting Institution (the “*Bank Merger*”). Columbia Financial shall be the owner of 100% of the outstanding common stock of the Resulting Institution.

2. Effective Time. The Bank Merger will be effective upon the filing of Articles of Merger with the OCC and the Department or as of the date and time specified in such Articles of Merger as the Effective Time of the Bank Merger, as the case may be (the “*Effective Time*”), which shall in no event be earlier than the effective time of the Merger.

3. Charter. At the Effective Time, the charter of Broadway Bank as in effect immediately prior to the Bank Merger shall be the charter of the Resulting Institution, until thereafter amended in accordance with applicable law.

4. Name. The name of the Resulting Institution shall be Columbia Bank.

5. Offices. The principal office and branch offices of Atlantic Stewardship Bank are set forth on Exhibit A hereto. The principal office and branch offices of Columbia Bank are set forth on Exhibit B hereto. At the Effective Time, the principal office and the branch offices of the Resulting Institution shall be those offices set forth on Exhibit C hereto.

6. Directors and Officers. The officers and directors of Columbia Bank immediately prior to the Effective Time shall be the officers and directors of the Resulting Institution immediately after the Effective Time. In addition, Paul Van Ostenbridge, a current director of Atlantic Stewardship Bank, shall also be appointed as a director of the Resulting Institution as of the Effective Time.

7. Rights and Duties of the Resulting Institution. The business of the Resulting Institution shall be that of a federally chartered stock savings bank, as provided for in its charter and under applicable federal law and the related regulations of the OCC. All assets, rights interests, privileges, powers, franchises and property (real, personal and mixed) of Atlantic Stewardship Bank shall be automatically transferred to and vested in the Resulting Institution by virtue of the Bank Merger without any deed or other document of transfer. The Resulting Institution without any order or action on the part of any court or otherwise and without any documents of assumption or assignment, shall hold and enjoy all of the assets, rights, privileges, powers, properties, franchises and interests, including, without limitation, appointments, powers, designations, nominations and all other rights, interests and powers as agent or fiduciary, in the same manner and to the extent as such rights, interests and powers were held or enjoyed by Atlantic Stewardship Bank and Columbia Bank, respectively. The Resulting Institution shall be responsible for all of the liabilities, restrictions and duties of every kind and description of both Atlantic Stewardship Bank and Columbia Bank immediately prior to the Bank Merger, including, without limitation, liabilities for all deposits, debts, obligations and contracts of Atlantic Stewardship Bank and Columbia Bank, respectively, matured or unmatured, whether accrued, absolute, contingent or otherwise and whether or not reflected or reserved against on balance sheets, books of account or records of either Atlantic Stewardship Bank or Columbia Bank. Deposit accounts shall be deemed issued in the name of the Resulting Institution in accordance with applicable OCC and Federal Deposit Insurance Corporation regulations. All rights of creditors and other obligees and all liens on property of either Atlantic Stewardship Bank or Columbia Bank shall be preserved, shall be assumed by the Resulting Institution and

shall not be released or impaired. The sole shareholder of the Resulting Institution shall possess all the voting rights with respect to the shares of stock of the Resulting Institution.

8. Effect on Shares of Stock.

(a) Each share of Columbia Bank common stock issued and outstanding immediately prior to the Effective Time shall be unchanged and shall remain issued and outstanding.

(b) At the Effective Time, each share of Atlantic Stewardship Bank common stock issued and outstanding immediately prior thereto shall, by virtue of the Bank Merger and without any action on the part of Columbia Bank or the holder thereof, be cancelled. No shares of capital stock of Columbia Bank or any other consideration shall be issuable or exchangeable with respect to shares of Atlantic Stewardship Bank common stock.

9. Governing Law. This Bank Merger Agreement shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the laws of the United States.

10. Amendment. This Bank Merger Agreement may be amended, modified or supplemented only by written agreement of Atlantic Stewardship Bank and Columbia Bank at any time prior to the Effective Time.

11. Waiver. Subject to applicable law, any of the terms or conditions of this Bank Merger Agreement may be waived at any time by whichever of the parties hereto is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party.

12. Successors and Assigns. This Bank Merger Agreement may not be assigned by any party hereto without the prior written consent of the other party. Subject to the foregoing, this Bank Merger Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. Termination. This Bank Merger Agreement shall terminate upon the termination of the Merger Agreement in accordance with its terms. This Bank Merger Agreement also may be terminated at any time prior to the Effective Time by mutual consent of Atlantic Stewardship Bank and Columbia Bank in a written instrument, if and to the extent authorized by the respective Boards of Directors of Atlantic Stewardship Bank and Columbia Bank. In the event of the termination of this Bank Merger Agreement as provided in this Section 13, this Bank Merger Agreement shall forthwith become null and void and of no further force or effect and there shall be no liability or obligation under this Bank Merger Agreement on the part of any of the parties hereto or any of their respective directors, officers or affiliates, except that no party shall be relieved or released from any damages or liabilities arising out of any willful breach of this Bank Merger Agreement.

14. Conditions Precedent. The obligations of the parties under this Bank Merger Agreement to consummate the Bank Merger shall be subject to: (i) receipt of approval of the Bank Merger from all governmental and banking authorities whose approval is required,

including, but not limited to, the consents, approvals and authorizations of the OCC, the FDIC and the Department; (ii) the absence of any temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Bank Merger and (iii) consummation of the merger of Stewardship with and into Columbia Financial in accordance with the terms and conditions of the Merger Agreement.

15. Other Terms. All terms used in this Bank Merger Agreement shall, unless defined herein, have the meanings set forth in the Merger Agreement.

16. Countersignatures. This Bank Merger Agreement may be executed by facsimile or other electronic means and in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

*[Remainder of page intentionally blank]*

IN WITNESS WHEREOF, the parties have caused this Bank Merger Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

Attest:

**ATLANTIC STEWARDSHIP BANK**

By: \_\_\_\_\_

Name: John C. Scoccola

Title: Secretary

By: \_\_\_\_\_

Name: Paul Van Ostenbridge

Title: President and Chief Executive Officer

Attest:

**COLUMBIA BANK**

By: \_\_\_\_\_

Name: Mayra L. Rinaldi

Title: Secretary

By: \_\_\_\_\_

Name: Thomas J. Kemly

Title: President and Chief Executive Officer

*[Signature Page to Bank Merger Agreement]*

**Principal Office and Branch Offices of Atlantic Stewardship Bank**

*Principal Office:*

630 Godwin Avenue  
Midland Park, New Jersey 07432

*Branch Offices:*

Hawthorne  
386 Lafayette Avenue  
Hawthorne, New Jersey 07506

Montville  
2 Changebridge Road  
Montville, New Jersey 07045

Morristown  
43 S. Park Place  
Morristown, New Jersey 07960

North Haledon  
33 Sicomac Road  
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Pequannock  
249 Newark Pompton Tpke  
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Ridgewood  
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Waldwick  
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Wayne Hills  
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Wayne Valley  
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Wayne, New Jersey 07470

Westwood  
200 Kinderkamack Road  
Westwood, New Jersey 07675

Wyckoff  
378 Franklin Avenue  
Wyckoff, New Jersey 07481



**Principal Office and Branch Offices of Columbia Bank**

*Principal Office:*

19-01 Route 208 North  
Fair Lawn, New Jersey 07410

*Branch Offices:*

River Road  
14-01 River Road  
Fair Lawn, New Jersey 07410

Radburn  
14-01 Plaza Road  
Fair Lawn, New Jersey 07410

Morlot  
21-20 Morlot Avenue  
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496 Lafayette Avenue  
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Route 17  
803 Route 17 South  
Paramus, New Jersey 07652

Saddle Brook  
381 Market Street  
Saddle Brook, New Jersey 07663

PCTI  
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1027 Pompton Avenue  
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413 Ramapo Valley Road  
Oakland, New Jersey 07436

Fairfield  
271 Passaic Avenue  
Fairfield, New Jersey 07004

Pompton Plains  
543 Newark Pompton Turnpike  
Pompton Plains, New Jersey 07444

Pompton Lakes  
413 Wanaque Avenue  
Pompton Lakes, New Jersey 07442

Kinnelon  
300 Kakeout Road  
Kinnelon, New Jersey 07405

Livingston  
270 S. Livingston Avenue  
Livingston, New Jersey 07039

Newark  
905 Broad Street  
Newark, New Jersey 07102

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1501 Union Valley Road  
West Milford, New Jersey 07480

Linden  
701 North Wood Avenue  
Linden, New Jersey 07036

Westfield  
251 North Avenue West  
Westfield, New Jersey 07090

Clark  
1100 Raritan Road  
Clark, New Jersey 07066

Colonia  
800 Inman Avenue  
Colonia, New Jersey 07067

Edison  
245 Talmadge Road  
Edison, New Jersey 08817

East Brunswick  
389 Route 18 South  
East Brunswick, New Jersey 08816

Old Bridge  
2988 Route 516  
Old Bridge, New Jersey 08857

Maple Shade  
253 East Main Street  
Maple Shade, New Jersey 08052

Deptford  
1460 Clements Bridge Road  
Deptford Twp., New Jersey 08096

Washington Township  
407 Hurffville Crosskeys Road  
Washington Township, New Jersey  
08080

Woodbridge  
604 Amboy Avenue  
Woodbridge, New Jersey 07095

Raritan Center  
60 Raritan Center Parkway  
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1127 Route 35  
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99 Ramblewood Pkwy  
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133 Route 70  
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Voorhees  
900 White Horse Road  
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Sicklerville  
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**EXHIBIT B**

[Form of New Jersey Certificate of Merger]

**CERTIFICATE OF MERGER**

**OF**

**BROADWAY ACQUISITION CORP.  
(Merged Corporation)**

**WITH AND INTO**

**STEWARDSHIP FINANCIAL CORPORATION  
(Surviving Corporation)**

Dated: \_\_\_\_\_

The undersigned corporations, having approved the Agreement and Plan of Merger (the “Plan of Merger”) attached hereto as Exhibit A in accordance with N.J. Rev Stat § 14A:10-1 and 14A:10-3, pursuant to which BROADWAY ACQUISITION CORP., a New Jersey corporation, shall be merged (the “Merger”) with and into STEWARDSHIP FINANCIAL CORPORATION, a New Jersey corporation, hereby certify as follows:

1. Stewardship Financial Corporation (“Stewardship”), ID #0100613722, will be the surviving corporation in the Merger and will continue under the name “Broadway Acquisition Corp.” Broadway Acquisition Corp. (“Merger Sub”), ID #0101052241, will be the merged corporation in the Merger.
2. The Plan of Merger pursuant to which the Merger will be effectuated is annexed hereto as Exhibit A, and such plan has been duly adopted by the board of directors of each merging company.
3. The dates of approval of the Plan of Merger by the stockholders of the undersigned corporations are as follows:  
  
Merger Sub –  
Stewardship –
4. The number of shares of common stock of Merger Sub entitled to vote on the Plan of Merger at the time the Plan of Merger was approved was 100. Merger Sub does not have any other class or series of stock entitled to vote on the Plan of Merger. The number of shares of common stock of Merger Sub that voted for the Plan of Merger was 100. The number of shares of common stock of Merger Sub that voted against the Plan of Merger was 0.
5. The number of shares of common stock of Stewardship entitled to vote on the Plan of Merger at the time the Plan of Merger was approved was \_\_\_\_\_. Stewardship does not have any other class or series of stock entitled to vote on the Plan of Merger. The number of shares of common stock of Stewardship that voted

for the Plan of Merger was \_\_\_\_\_. The number of shares of common stock of Stewardship that voted against the Plan of Merger was \_\_\_\_\_.

6. The Merger is to become effective on \_\_\_\_\_ at \_\_\_\_:\_\_\_\_.m. Eastern Time.

*[Remainder of page intentionally blank]*

**IN WITNESS WHEREOF**, each of the undersigned corporations has caused this Certificate of Merger to be executed on its behalf by its duly authorized officer as of the date first written above.

**Surviving Corporation:**

Stewardship Financial Corporation,  
a New Jersey corporation

---

Name:

Title:

**Merged Corporation:**

Broadway Acquisition Corp.,  
a New Jersey corporation

---

Name:

Title:



**EXHIBIT 2**

**Bank Merger Agreement, dated as of June 6, 2019, by and between  
Columbia Bank and Atlantic Stewardship Bank**

**BANK MERGER AGREEMENT**

THIS BANK MERGER AGREEMENT dated as of June 6, 2019 (this “*Bank Merger Agreement*”), is by and between Atlantic Stewardship Bank, a New Jersey state-chartered bank, and Columbia Bank, a federally chartered stock savings bank.

**WITNESSETH:**

WHEREAS, Atlantic Stewardship Bank is a New Jersey state-chartered bank and a wholly owned subsidiary of Stewardship Financial Corporation, a New Jersey corporation (“*Stewardship*”); the authorized capital stock of Atlantic Stewardship Bank consists of 1,200,000 shares of common stock, par value \$5.00 per share, of which 760,252.66 shares of common stock are issued and outstanding as of the date hereof;

WHEREAS, Columbia Bank is a direct wholly owned subsidiary of Columbia Financial, Inc., a Delaware corporation (“*Columbia Financial*”);

WHEREAS, in accordance with the terms of that certain Agreement and Plan of Merger, dated as of June 6, 2019 (the “*Merger Agreement*”), by and among Stewardship, Columbia Financial and Broadway Acquisition, Inc., a New Jersey corporation and wholly owned subsidiary of Columbia Financial, Stewardship will merge with and into Columbia Financial in a series of transactions;

WHEREAS, as a result of the merger of Stewardship with and into Columbia Financial, Atlantic Stewardship Bank will become a direct wholly owned subsidiary of Columbia Financial;

WHEREAS, the respective Boards of Directors of Atlantic Stewardship Bank and Columbia Bank have determined that the merger of Atlantic Stewardship Bank with and into Columbia Bank, with Columbia Bank being the surviving institution (the “*Resulting Institution*”), under and pursuant to the terms and conditions set forth herein (said transaction being hereinafter referred to as the “*Bank Merger*”) is in the best interests of Atlantic Stewardship Bank and Columbia Bank;

WHEREAS, it is anticipated that the Bank Merger would occur immediately after the transactions contemplated by the Merger Agreement;

WHEREAS, this Bank Merger Agreement has been approved by the unanimous written consent of the sole shareholders of each of Atlantic Stewardship Bank and Columbia Bank;

WHEREAS, this Bank Merger Agreement must be approved by the Office of the Comptroller of the Currency (the “*OCC*”), the Federal Deposit Insurance Corporation (“*FDIC*”) and the New Jersey Department of Banking and Insurance (the “*Department*”).

NOW, THEREFORE, in consideration of the mutual promises and mutual agreements contained herein, the parties hereto agree as follows:

1. Merger. At and on the Effective Time of the Bank Merger (as defined below), Atlantic Stewardship Bank shall be merged with and into Columbia Bank with Columbia Bank

surviving as the Resulting Institution (the “*Bank Merger*”). Columbia Financial shall be the owner of 100% of the outstanding common stock of the Resulting Institution.

2. Effective Time. The Bank Merger will be effective upon the filing of Articles of Merger with the OCC and the Department or as of the date and time specified in such Articles of Merger as the Effective Time of the Bank Merger, as the case may be (the “*Effective Time*”), which shall in no event be earlier than the effective time of the Merger.

3. Charter. At the Effective Time, the charter of Broadway Bank as in effect immediately prior to the Bank Merger shall be the charter of the Resulting Institution, until thereafter amended in accordance with applicable law.

4. Name. The name of the Resulting Institution shall be Columbia Bank.

5. Offices. The principal office and branch offices of Atlantic Stewardship Bank are set forth on Exhibit A hereto. The principal office and branch offices of Columbia Bank are set forth on Exhibit B hereto. At the Effective Time, the principal office and the branch offices of the Resulting Institution shall be those offices set forth on Exhibit C hereto.

6. Directors and Officers. The officers and directors of Columbia Bank immediately prior to the Effective Time shall be the officers and directors of the Resulting Institution immediately after the Effective Time. In addition, Paul Van Ostenbridge, a current director of Atlantic Stewardship Bank, shall also be appointed as a director of the Resulting Institution as of the Effective Time.

7. Rights and Duties of the Resulting Institution. The business of the Resulting Institution shall be that of a federally chartered stock savings bank, as provided for in its charter and under applicable federal law and the related regulations of the OCC. All assets, rights interests, privileges, powers, franchises and property (real, personal and mixed) of Atlantic Stewardship Bank shall be automatically transferred to and vested in the Resulting Institution by virtue of the Bank Merger without any deed or other document of transfer. The Resulting Institution without any order or action on the part of any court or otherwise and without any documents of assumption or assignment, shall hold and enjoy all of the assets, rights, privileges, powers, properties, franchises and interests, including, without limitation, appointments, powers, designations, nominations and all other rights, interests and powers as agent or fiduciary, in the same manner and to the extent as such rights, interests and powers were held or enjoyed by Atlantic Stewardship Bank and Columbia Bank, respectively. The Resulting Institution shall be responsible for all of the liabilities, restrictions and duties of every kind and description of both Atlantic Stewardship Bank and Columbia Bank immediately prior to the Bank Merger, including, without limitation, liabilities for all deposits, debts, obligations and contracts of Atlantic Stewardship Bank and Columbia Bank, respectively, matured or unmatured, whether accrued, absolute, contingent or otherwise and whether or not reflected or reserved against on balance sheets, books of account or records of either Atlantic Stewardship Bank or Columbia Bank. Deposit accounts shall be deemed issued in the name of the Resulting Institution in accordance with applicable OCC and Federal Deposit Insurance Corporation regulations. All rights of creditors and other obligees and all liens on property of either Atlantic Stewardship Bank or Columbia Bank shall be preserved, shall be assumed by the Resulting Institution and

shall not be released or impaired. The sole shareholder of the Resulting Institution shall possess all the voting rights with respect to the shares of stock of the Resulting Institution.

8. Effect on Shares of Stock.

(a) Each share of Columbia Bank common stock issued and outstanding immediately prior to the Effective Time shall be unchanged and shall remain issued and outstanding.

(b) At the Effective Time, each share of Atlantic Stewardship Bank common stock issued and outstanding immediately prior thereto shall, by virtue of the Bank Merger and without any action on the part of Columbia Bank or the holder thereof, be cancelled. No shares of capital stock of Columbia Bank or any other consideration shall be issuable or exchangeable with respect to shares of Atlantic Stewardship Bank common stock.

9. Governing Law. This Bank Merger Agreement shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the laws of the United States.

10. Amendment. This Bank Merger Agreement may be amended, modified or supplemented only by written agreement of Atlantic Stewardship Bank and Columbia Bank at any time prior to the Effective Time.

11. Waiver. Subject to applicable law, any of the terms or conditions of this Bank Merger Agreement may be waived at any time by whichever of the parties hereto is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party.

12. Successors and Assigns. This Bank Merger Agreement may not be assigned by any party hereto without the prior written consent of the other party. Subject to the foregoing, this Bank Merger Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. Termination. This Bank Merger Agreement shall terminate upon the termination of the Merger Agreement in accordance with its terms. This Bank Merger Agreement also may be terminated at any time prior to the Effective Time by mutual consent of Atlantic Stewardship Bank and Columbia Bank in a written instrument, if and to the extent authorized by the respective Boards of Directors of Atlantic Stewardship Bank and Columbia Bank. In the event of the termination of this Bank Merger Agreement as provided in this Section 13, this Bank Merger Agreement shall forthwith become null and void and of no further force or effect and there shall be no liability or obligation under this Bank Merger Agreement on the part of any of the parties hereto or any of their respective directors, officers or affiliates, except that no party shall be relieved or released from any damages or liabilities arising out of any willful breach of this Bank Merger Agreement.

14. Conditions Precedent. The obligations of the parties under this Bank Merger Agreement to consummate the Bank Merger shall be subject to: (i) receipt of approval of the Bank Merger from all governmental and banking authorities whose approval is required,

including, but not limited to, the consents, approvals and authorizations of the OCC, the FDIC and the Department; (ii) the absence of any temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Bank Merger and (iii) consummation of the merger of Stewardship with and into Columbia Financial in accordance with the terms and conditions of the Merger Agreement.

15. Other Terms. All terms used in this Bank Merger Agreement shall, unless defined herein, have the meanings set forth in the Merger Agreement.

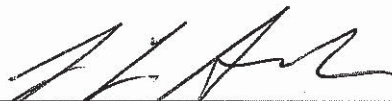
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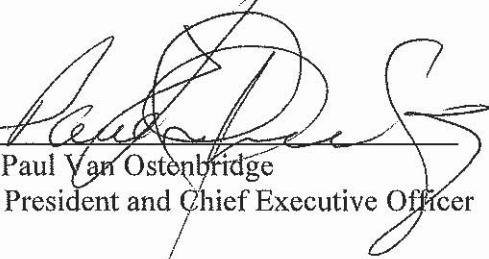
*[Remainder of page intentionally blank]*

IN WITNESS WHEREOF, the parties have caused this Bank Merger Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

Attest:

**ATLANTIC STEWARDSHIP BANK**

By:   
Name: John C. Scoccola  
Title: Secretary

By:   
Name: Paul Van Ostenbridge  
Title: President and Chief Executive Officer

Attest:

**COLUMBIA BANK**

By: \_\_\_\_\_  
Name: Mayra L. Rinaldi  
Title: Secretary

By: \_\_\_\_\_  
Name: Thomas J. Kemly  
Title: President and Chief Executive Officer

[Signature Page to Bank Merger Agreement]

IN WITNESS WHEREOF, the parties have caused this Bank Merger Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

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Name: John C. Scoccola  
Title: Secretary

By: \_\_\_\_\_  
Name: Paul Van Ostenbridge  
Title: President and Chief Executive Officer

Attest:

**COLUMBIA BANK**

By: Mayra L. Rinaldi  
Name: Mayra L. Rinaldi  
Title: Secretary

By: Thomas J. Kemly  
Name: Thomas J. Kemly  
Title: President and Chief Executive Officer

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Pompton Plains  
543 Newark Pompton Turnpike  
Pompton Plains, New Jersey 07444

Pompton Lakes  
413 Wanaque Avenue  
Pompton Lakes, New Jersey 07442

Kinnelon  
300 Kakeout Road  
Kinnelon, New Jersey 07405

Livingston  
270 S. Livingston Avenue  
Livingston, New Jersey 07039

Newark  
905 Broad Street  
Newark, New Jersey 07102

West Milford  
1501 Union Valley Road  
West Milford, New Jersey 07480

Linden  
701 North Wood Avenue  
Linden, New Jersey 07036

Westfield  
251 North Avenue West  
Westfield, New Jersey 07090

Clark  
1100 Raritan Road  
Clark, New Jersey 07066

Colonia  
800 Inman Avenue  
Colonia, New Jersey 07067

Edison  
245 Talmadge Road  
Edison, New Jersey 08817

East Brunswick  
389 Route 18 South  
East Brunswick, New Jersey 08816

Old Bridge  
2988 Route 516  
Old Bridge, New Jersey 08857

Maple Shade  
253 East Main Street  
Maple Shade, New Jersey 08052

Deptford  
1460 Clements Bridge Road  
Deptford Twp., New Jersey 08096

Washington Township  
407 Hurffville Crosskeys Road  
Washington Township, New Jersey  
08080

Woodbridge  
604 Amboy Avenue  
Woodbridge, New Jersey 07095

Raritan Center  
60 Raritan Center Parkway  
Edison, New Jersey 08837

Middletown  
1127 Route 35  
Middletown, New Jersey 07748

Marlboro  
133 Route 9 South  
Marlboro, New Jersey 07726

Mount Laurel  
99 Ramblewood Pkwy  
Mount Laurel, New Jersey 08054

West Deptford  
204 Grove Avenue  
West Deptford, New Jersey 08086

South Plainfield  
620 Oak Tree Ave  
South Plainfield, New Jersey 07080

Sayreville  
270 Main Street  
Sayreville, New Jersey 08872

Aberdeen  
1154 Highway 34  
Aberdeen, New Jersey 07747

Medford  
133 Route 70  
Medford, New Jersey 08055

Voorhees  
900 White Horse Road  
Voorhees Twp., New Jersey 08043

Sicklerville  
505 Berlin-CrossKeys Road  
Sicklerville, New Jersey 08081

**Principal Office and Branch Offices of Resulting Institution**

*Principal Office:*

19-01 Route 208 North  
Fair Lawn, New Jersey 07410

*Branch Offices:*

River Road  
14-01 River Road  
Fair Lawn, New Jersey 07410

Radburn  
14-01 Plaza Road  
Fair Lawn, New Jersey 07410

Morlot  
21-20 Morlot Avenue  
Fair Lawn, New Jersey 07410

Hawthorne  
496 Lafayette Avenue  
Hawthorne, New Jersey 07506

Saddle River Road  
5-22 Saddle River Road  
Fair Lawn, NJ 07410

Broadway  
25-00 Broadway  
Fair Lawn, New Jersey 07410

Ridgewood  
60 South Broad Street  
Ridgewood, New Jersey 07450

Midland Park  
60 Godwin Avenue  
Midland Park, New Jersey 07432

Route 17  
803 Route 17 South  
Paramus, New Jersey 07652

Saddle Brook  
381 Market Street  
Saddle Brook, New Jersey 07663

PCTI  
45 Reinhardt Road  
Wayne, New Jersey 07470

Farview  
134 South Farview Avenue  
Paramus, New Jersey 07652

Route 4  
102 Route 4 East  
Paramus, New Jersey 07652

Wyckoff  
303 Franklin Avenue  
Wyckoff, New Jersey 07481

Oradell  
279 Kinderkamack Road  
Oradell, New Jersey 07649

Franklin Lakes  
805 Franklin Lake Road  
Franklin Lakes, New Jersey 07417

Wayne Hills  
122 Berdan Avenue  
Wayne, New Jersey 07470

Packanack  
1504 Route 23 North  
Wayne, New Jersey 07470

Cedar Grove  
1027 Pompton Avenue  
Cedar Grove, New Jersey 07009

Oakland  
413 Ramapo Valley Road  
Oakland, New Jersey 07436

Fairfield  
271 Passaic Avenue  
Fairfield, New Jersey 07004

Pompton Plains  
543 Newark Pompton Turnpike  
Pompton Plains, New Jersey 07444

Pompton Lakes  
413 Wanaque Avenue  
Pompton Lakes, New Jersey 07442

Kinnelon  
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Kinnelon, New Jersey 07405

Livingston  
270 S. Livingston Avenue  
Livingston, New Jersey 07039

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Newark, New Jersey 07102

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West Milford, New Jersey 07480

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Linden, New Jersey 07036

Westfield  
251 North Avenue West  
Westfield, New Jersey 07090

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Clark, New Jersey 07066

Colonia  
800 Inman Avenue  
Colonia, New Jersey 07067

Edison  
245 Talmadge Road  
Edison, New Jersey 08817

East Brunswick  
389 Route 18 South  
East Brunswick, New Jersey 08816

Old Bridge  
2988 Route 516  
Old Bridge, New Jersey 08857

Maple Shade  
253 East Main Street  
Maple Shade, New Jersey 08052

Deptford  
1460 Clements Bridge Road  
Deptford Twp., New Jersey 08096

Washington Township  
407 Hurffville Crosskeys Road  
Washington Township, New Jersey  
08080

Hawthorne  
386 Lafayette Avenue  
Hawthorne, New Jersey 07506

North Haledon  
33 Sicomac Road  
North Haledon, New Jersey 07508

Waldwick  
64 Franklin Tpke  
Waldwick, New Jersey 07463

Westwood  
200 Kinderkamack Road  
Westwood, New Jersey 07675

Woodbridge  
604 Amboy Avenue  
Woodbridge, New Jersey 07095

Raritan Center  
60 Raritan Center Parkway  
Edison, New Jersey 08837

Middletown  
1127 Route 35  
Middletown, New Jersey 07748

Marlboro  
133 Route 9 South  
Marlboro, New Jersey 07726

Mount Laurel  
99 Ramblewood Pkwy  
Mount Laurel, New Jersey 08054

West Deptford  
204 Grove Avenue  
West Deptford, New Jersey 08086

Montville  
2 Changebridge Road  
Montville, New Jersey 07045

Pequannock  
249 Newark Pompton Tpke  
Pequannock, New Jersey 07440

Wayne Hills  
87 Berdan Avenue  
Wayne, New Jersey 07470

Wyckoff  
378 Franklin Avenue  
Wyckoff, New Jersey 07481

South Plainfield  
620 Oak Tree Ave  
South Plainfield, New Jersey 07080

Sayreville  
270 Main Street  
Sayreville, New Jersey 08872

Aberdeen  
1154 Highway 34  
Aberdeen, New Jersey 07747

Medford  
133 Route 70  
Medford, New Jersey 08055

Voorhees  
900 White Horse Road  
Voorhees Twp., New Jersey 08043

Sicklerville  
505 Berlin-CrossKeys Road  
Sicklerville, New Jersey 08081

Morristown  
43 S. Park Place  
Morristown, New Jersey 07960

Ridgewood  
190 Franklin Avenue  
Ridgewood, New Jersey 07450

Wayne Valley  
311 Valley Road  
Wayne, New Jersey 07470

**EXHIBIT 3**

**Herfindahl-Hirschman Index Analysis for Relevant Banking Market**



## Metro New York City, NY-NJ-CT-PA Banking Market HHI Deposit Analysis\* (For Commercial Bank and Thrift Organizations)

Report Date: Wednesday, June 26, 2019 at 15:24:18 EST.

	Pre Merger	Post Merger
Total Organizations	225	224
Total Banking Organizations:	177	177
Total Thrift Organizations:	48	47

Herfindahl-Hirschman Index	Pre Merger	Post Merger	Change in HHI
HHI Unweighted Deposits	1188	1188	0
HHI Weighted Deposits	1323	1320	-3

RSSDID	Type	Branches	Name	City	State	Pre Merger						Post Merger						
						Unweighted			Weighted ***			Unweighted			Weighted ***			
						Deposits**	Rank	%	Deposits	Rank	%	Deposits**	Rank	%	Deposits	Rank	%	
<b>Target Organization</b>																		
2290560	BHC	12	STEWARDSHIP FINANCIAL CORPORATION	MIDLAND PARK	NJ	792.621	92	0.04	792.621	85	0.04	0.000	0	0.00	0.000	0	0.00	
527507	Bank	12	ATLANTIC STEWARDSHIP BANK	MIDLAND PARK	NJ	792.621			792.621									
<b>Buyer Organization</b>																		
2571120	SLHC	42	COLUMBIA BANK MHC	FAIR LAWN	NJ	3,899.953	42	0.20	1,949.976	53	0.11							
174572	Thrift	42	COLUMBIA BANK	FAIR LAWN	NJ	3,899.953			1,949.976									
<b>Resulting Organization</b>																		
2571120	BHC	54	COLUMBIA BANK MHC	FAIR LAWN	NJ							4,692.574	37	0.25	4,692.574	36	0.26	
174572	Thrift	42	COLUMBIA BANK	FAIR LAWN	NJ							3,899.953			3,899.953			
527507	Bank	12	ATLANTIC STEWARDSHIP BANK	MIDLAND PARK	NJ							792.621			792.621			

### Other Organizations

RSSDID	Type	Branches	Name	City	State	Pre Merger						Post Merger					
						Unweighted			Weighted ***			Unweighted			Weighted ***		
						Deposits**	Rank	%	Deposits	Rank	%	Deposits**	Rank	%	Deposits	Rank	%
1039502	BHC	929	JPMORGAN CHASE & CO.	NEW YORK	NY	588,021.270	1	30.72	588,021.270	1	32.84	588,021.270	1	30.72	588,021.270	1	32.80

RSSDID	Type	Branches	Name	City	State	Pre Merger						Post Merger					
						Unweighted			Weighted ***			Unweighted			Weighted ***		
						Deposits**	Rank	%	Deposits	Rank	%	Deposits**	Rank	%	Deposits	Rank	%
852218	Bank	929	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION	COLUMBUS	OH	588,021.270			588,021.270			588,021.270			588,021.270		
<b>1073757</b>	<b>BHC</b>	<b>465</b>	<b>BANK OF AMERICA CORPORATION</b>	<b>CHARLOTTE</b>	<b>NC</b>	<b>143,876.540</b>	<b>2</b>	<b>7.52</b>	<b>143,876.540</b>	<b>2</b>	<b>8.04</b>	<b>143,876.540</b>	<b>2</b>	<b>7.52</b>	<b>143,876.540</b>	<b>2</b>	<b>8.03</b>
480228	Bank	465	BANK OF AMERICA, NATIONAL ASSOCIATION	CHARLOTTE	NC	143,876.540			143,876.540			143,876.540			143,876.540		
<b>1951350</b>	<b>BHC</b>	<b>255</b>	<b>CITIGROUP INC.</b>	<b>NEW YORK</b>	<b>NY</b>	<b>113,029.000</b>	<b>3</b>	<b>5.90</b>	<b>113,029.000</b>	<b>3</b>	<b>6.31</b>	<b>113,029.000</b>	<b>3</b>	<b>5.90</b>	<b>113,029.000</b>	<b>3</b>	<b>6.31</b>
476810	Bank	255	CITIBANK, NATIONAL ASSOCIATION	SIOUX FALLS	SD	113,029.000			113,029.000			113,029.000			113,029.000		
<b>3587146</b>	<b>BHC</b>	<b>7</b>	<b>BANK OF NEW YORK MELLON CORPORATION, THE</b>	<b>NEW YORK</b>	<b>NY</b>	<b>109,756.765</b>	<b>4</b>	<b>5.73</b>	<b>109,756.765</b>	<b>4</b>	<b>6.13</b>	<b>109,756.765</b>	<b>4</b>	<b>5.73</b>	<b>109,756.765</b>	<b>4</b>	<b>6.12</b>
541101	Bank	7	BANK OF NEW YORK MELLON, THE	NEW YORK	NY	109,756.765			109,756.765			109,756.765			109,756.765		
<b>1857108</b>	<b>BHC</b>	<b>157</b>	<b>HSBC HOLDINGS PLC</b>	<b>LONDON</b>		<b>105,142.611</b>	<b>5</b>	<b>5.49</b>	<b>105,142.611</b>	<b>5</b>	<b>5.87</b>	<b>105,142.611</b>	<b>5</b>	<b>5.49</b>	<b>105,142.611</b>	<b>5</b>	<b>5.87</b>
413208	Bank	157	HSBC BANK USA, NATIONAL ASSOCIATION	MCLEAN	VA	105,142.611			105,142.611			105,142.611			105,142.611		
<b>1238565</b>	<b>BHC</b>	<b>452</b>	<b>TORONTO-DOMINION BANK, THE</b>	<b>TORONTO</b>		<b>68,546.472</b>	<b>7</b>	<b>3.58</b>	<b>68,546.472</b>	<b>6</b>	<b>3.83</b>	<b>68,546.472</b>	<b>7</b>	<b>3.58</b>	<b>68,546.472</b>	<b>6</b>	<b>3.82</b>
497404	Bank	452	TD BANK, NATIONAL ASSOCIATION	WILMINGTON	DE	68,546.472			68,546.472			68,546.472			68,546.472		
<b>1120754</b>	<b>BHC</b>	<b>373</b>	<b>WELLS FARGO &amp; COMPANY</b>	<b>SAN FRANCISCO</b>	<b>CA</b>	<b>63,161.354</b>	<b>8</b>	<b>3.30</b>	<b>63,161.354</b>	<b>7</b>	<b>3.53</b>	<b>63,161.354</b>	<b>8</b>	<b>3.30</b>	<b>63,161.354</b>	<b>7</b>	<b>3.52</b>
451965	Bank	373	WELLS FARGO BANK, NATIONAL ASSOCIATION	SIOUX FALLS	SD	63,161.354			63,161.354			63,161.354			63,161.354		
<b>2162966</b>	<b>BHC</b>	<b>1</b>	<b>MORGAN STANLEY</b>	<b>NEW YORK</b>	<b>NY</b>	<b>61,295.000</b>	<b>9</b>	<b>3.20</b>	<b>61,295.000</b>	<b>8</b>	<b>3.42</b>	<b>61,295.000</b>	<b>9</b>	<b>3.20</b>	<b>61,295.000</b>	<b>8</b>	<b>3.42</b>
2489805	Bank	1	MORGAN STANLEY PRIVATE BANK, NATIONAL ASSOCIATION	PURCHASE	NY	61,295.000			61,295.000			61,295.000			61,295.000		
<b>2277860</b>	<b>BHC</b>	<b>209</b>	<b>CAPITAL ONE FINANCIAL CORPORATION</b>	<b>MCLEAN</b>	<b>VA</b>	<b>48,675.528</b>	<b>10</b>	<b>2.54</b>	<b>48,675.528</b>	<b>9</b>	<b>2.72</b>	<b>48,675.528</b>	<b>10</b>	<b>2.54</b>	<b>48,675.528</b>	<b>9</b>	<b>2.72</b>
112837	Bank	209	CAPITAL ONE, NATIONAL ASSOCIATION	MCLEAN	VA	48,675.528			48,675.528			48,675.528			48,675.528		
<b>2942690</b>	<b>Bank</b>	<b>30</b>	<b>SIGNATURE BANK</b>	<b>NEW YORK</b>	<b>NY</b>	<b>34,996.408</b>	<b>11</b>	<b>1.83</b>	<b>34,996.408</b>	<b>10</b>	<b>1.95</b>	<b>34,996.408</b>	<b>11</b>	<b>1.83</b>	<b>34,996.408</b>	<b>10</b>	<b>1.95</b>
<b>1242423</b>	<b>BHC</b>	<b>4</b>	<b>DEUTSCHE BANK AKTIENGESELLSCHAFT</b>	<b>FRANKFURT</b>		<b>31,801.000</b>	<b>12</b>	<b>1.66</b>	<b>31,801.000</b>	<b>11</b>	<b>1.78</b>	<b>31,801.000</b>	<b>12</b>	<b>1.66</b>	<b>31,801.000</b>	<b>11</b>	<b>1.77</b>
214807	Bank	4	DEUTSCHE BANK TRUST COMPANY AMERICAS	NEW YORK	NY	31,801.000			31,801.000			31,801.000			31,801.000		
<b>1069778</b>	<b>BHC</b>	<b>231</b>	<b>PNC FINANCIAL SERVICES GROUP, INC., THE</b>	<b>PITTSBURGH</b>	<b>PA</b>	<b>25,630.877</b>	<b>13</b>	<b>1.34</b>	<b>25,630.877</b>	<b>12</b>	<b>1.43</b>	<b>25,630.877</b>	<b>13</b>	<b>1.34</b>	<b>25,630.877</b>	<b>12</b>	<b>1.43</b>
817824	Bank	231	PNC BANK, NATIONAL ASSOCIATION	WILMINGTON	DE	25,630.877			25,630.877			25,630.877			25,630.877		
<b>2132932</b>	<b>BHC</b>	<b>187</b>	<b>NEW YORK COMMUNITY BANCORP, INC.</b>	<b>WESTBURY</b>	<b>NY</b>	<b>23,232.008</b>	<b>14</b>	<b>1.21</b>	<b>23,232.008</b>	<b>13</b>	<b>1.30</b>	<b>23,232.008</b>	<b>14</b>	<b>1.21</b>	<b>23,232.008</b>	<b>13</b>	<b>1.30</b>
694904	Thrift	187	NEW YORK COMMUNITY BANK	WESTBURY	NY	23,232.008			23,232.008			23,232.008			23,232.008		
<b>3083291</b>	<b>BHC</b>	<b>104</b>	<b>STERLING BANCORP</b>	<b>MONTEBELLO</b>	<b>NY</b>	<b>21,209.301</b>	<b>15</b>	<b>1.11</b>	<b>21,209.301</b>	<b>14</b>	<b>1.18</b>	<b>21,209.301</b>	<b>15</b>	<b>1.11</b>	<b>21,209.301</b>	<b>14</b>	<b>1.18</b>
125471	Bank	104	STERLING NATIONAL BANK	MONTEBELLO	NY	21,209.301			21,209.301			21,209.301			21,209.301		

RSSDID	Type	Branches	Name	City	State	Pre Merger						Post Merger					
						Unweighted			Weighted ***			Unweighted			Weighted ***		
						Deposits**	Rank	%	Deposits	Rank	%	Deposits**	Rank	%	Deposits	Rank	%
908508	Bank	1	BANK OF CHINA	NEW YORK	NY	20,883.260	16	1.09	20,883.260	15	1.17	20,883.260	16	1.09	20,883.260	15	1.16
1239254	BHC	199	BANCO SANTANDER, S.A.	BOADILLA DEL MONTE MADRID		20,787.044	17	1.09	20,787.044	16	1.16	20,787.044	17	1.09	20,787.044	16	1.16
722777	Bank	199	SANTANDER BANK, N.A.	WILMINGTON	DE	20,787.044			20,787.044			20,787.044			20,787.044		
3650152	BHC	189	PEOPLE'S UNITED FINANCIAL, INC.	BRIDGEPORT	CT	18,324.737	18	0.96	18,324.737	17	1.02	18,324.737	18	0.96	18,324.737	17	1.02
613307	Bank	189	PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION	BRIDGEPORT	CT	18,324.737			18,324.737			18,324.737			18,324.737		
1037003	BHC	180	M&T BANK CORPORATION	BUFFALO	NY	16,618.900	19	0.87	16,618.900	18	0.93	16,618.900	19	0.87	16,618.900	18	0.93
2265456	Bank	6	WILMINGTON TRUST, NATIONAL ASSOCIATION	WILMINGTON	DE	0.000			0.000			0.000			0.000		
501105	Bank	174	MANUFACTURERS AND TRADERS TRUST COMPANY	BUFFALO	NY	16,618.900			16,618.900			16,618.900			16,618.900		
1048773	BHC	164	VALLEY NATIONAL BANCORP	WAYNE	NJ	16,051.759	20	0.84	16,051.759	19	0.90	16,051.759	20	0.84	16,051.759	19	0.90
229801	Bank	164	VALLEY NATIONAL BANK	WAYNE	NJ	16,051.759			16,051.759			16,051.759			16,051.759		
2477754	BHC	135	INVESTORS BANCORP, INC.	SHORT HILLS	NJ	15,526.150	21	0.81	15,526.150	20	0.87	15,526.150	21	0.81	15,526.150	20	0.87
35570	Thrift	135	INVESTORS BANK	SHORT HILLS	NJ	15,526.150			15,526.150			15,526.150			15,526.150		
4114567	Bank	11	FIRST REPUBLIC BANK	SAN FRANCISCO	CA	14,319.913	22	0.75	14,319.913	21	0.80	14,319.913	22	0.75	14,319.913	21	0.80
1145476	BHC	64	WEBSTER FINANCIAL CORPORATION	WATERBURY	CT	13,691.662	23	0.72	13,691.662	22	0.76	13,691.662	23	0.72	13,691.662	22	0.76
761806	Bank	64	WEBSTER BANK, NATIONAL ASSOCIATION	WATERBURY	CT	13,691.662			13,691.662			13,691.662			13,691.662		
3446412	BHC	80	APPLE FINANCIAL HOLDINGS, INC.	NEW YORK	NY	12,097.214	24	0.63	12,097.214	23	0.68	12,097.214	24	0.63	12,097.214	23	0.67
249612	Thrift	80	APPLE BANK FOR SAVINGS	MANHASSET	NY	12,097.214			12,097.214			12,097.214			12,097.214		
1232497	BHC	3	ROYAL BANK OF CANADA	MONTREAL		9,592.814	25	0.50	9,592.814	24	0.54	9,592.814	25	0.50	9,592.814	24	0.54
63069	Bank	3	CITY NATIONAL BANK	LOS ANGELES	CA	9,592.814			9,592.814			9,592.814			9,592.814		
4028712	BHC	5	BANKUNITED, INC.	MIAMI LAKES	FL	7,214.185	26	0.38	7,214.185	25	0.40	7,214.185	26	0.38	7,214.185	25	0.40
3938186	Bank	5	BANKUNITED, NATIONAL ASSOCIATION	MIAMI LAKES	FL	7,214.185			7,214.185			7,214.185			7,214.185		
1240737	BHC	4	ISRAEL DISCOUNT BANK LIMITED	TEL AVIV		6,516.423	27	0.34	6,516.423	26	0.36	6,516.423	27	0.34	6,516.423	26	0.36
320119	Bank	4	ISRAEL DISCOUNT BANK OF NEW YORK	NEW YORK	NY	6,516.423			6,516.423			6,516.423			6,516.423		
3133637	BHC	80	PROVIDENT FINANCIAL SERVICES, INC.	JERSEY CITY	NJ	6,386.423	28	0.33	6,386.423	27	0.36	6,386.423	28	0.33	6,386.423	27	0.36
204004	Thrift	80	PROVIDENT BANK	JERSEY CITY	NJ	6,386.423			6,386.423			6,386.423			6,386.423		
1068025	BHC	74	KEYCORP	CLEVELAND	OH	6,272.790	29	0.33	6,272.790	28	0.35	6,272.790	29	0.33	6,272.790	28	0.35
280110	Bank	74	KEYBANK NATIONAL ASSOCIATION	CLEVELAND	OH	6,272.790			6,272.790			6,272.790			6,272.790		
95716	Bank	1	STATE BANK OF INDIA	NEW YORK	NY	6,101.021	30	0.32	6,101.021	29	0.34	6,101.021	30	0.32	6,101.021	29	0.34
909000	Bank	1	BANK OF BARODA	NEW YORK	NY	5,662.924	31	0.30	5,662.924	30	0.32	5,662.924	31	0.30	5,662.924	30	0.32
727709	Bank	1	BANK OF INDIA	NEW YORK	NY	5,533.898	32	0.29	5,533.898	31	0.31	5,533.898	32	0.29	5,533.898	31	0.31



RSSDID	Type	Branches	Name	City	State	Pre Merger						Post Merger					
						Unweighted			Weighted ***			Unweighted			Weighted ***		
						Deposits**	Rank	%	Deposits	Rank	%	Deposits**	Rank	%	Deposits	Rank	%
1129382	BHC	40	POPULAR, INC.	SAN JUAN	PR	5,104.399	33	0.27	5,104.399	32	0.29	5,104.399	33	0.27	5,104.399	32	0.28
2736291	Bank	40	POPULAR BANK	NEW YORK	NY	5,104.399			5,104.399			5,104.399			5,104.399		
1404799	BHC	55	LAKELAND BANCORP, INC.	OAK RIDGE	NJ	4,826.564	34	0.25	4,826.564	33	0.27	4,826.564	34	0.25	4,826.564	33	0.27
687009	Bank	55	LAKELAND BANK	NEWFOUNDLAND	NJ	4,826.564			4,826.564			4,826.564			4,826.564		
2368106	BHC	1	SNB NY HOLDINGS LIMITED	GIBRALTAR		4,729.392	35	0.25	4,729.392	34	0.26	4,729.392	35	0.25	4,729.392	34	0.26
918918	Bank	1	SAFRA NATIONAL BANK OF NEW YORK	NEW YORK	NY	4,729.392			4,729.392			4,729.392			4,729.392		
3212091	BHC	6	NEW YORK PRIVATE BANK & TRUST CORPORATION	NEW YORK	NY	4,725.911	36	0.25	4,725.911	35	0.26	4,725.911	36	0.25	4,725.911	35	0.26
137915	Thrift	5	EMIGRANT BANK	NEW YORK	NY	4,725.411			4,725.411			4,725.411			4,725.411		
3268173	Bank	1	EMIGRANT MERCANTILE BANK	NEW YORK	NY	0.500			0.500			0.500			0.500		
2393274	BHC	19	FLUSHING FINANCIAL CORPORATION	UNIONDALE	NY	4,614.906	37	0.24	4,614.906	36	0.26	4,614.906	38	0.24	4,614.906	37	0.26
959304	Bank	19	FLUSHING BANK	UNIONDALE	NY	4,614.906			4,614.906			4,614.906			4,614.906		
2487650	BHC	30	DIME COMMUNITY BANCSHARES, INC.	NEW YORK	NY	4,502.097	38	0.24	4,502.097	37	0.25	4,502.097	39	0.24	4,502.097	38	0.25
924405	Bank	30	DIME COMMUNITY BANK	BROOKLYN	NY	4,502.097			4,502.097			4,502.097			4,502.097		
1048764	BHC	29	CONNECTONE BANCORP, INC.	ENGLEWOOD CLIFFS	NJ	4,340.222	39	0.23	4,340.222	38	0.24	4,340.222	40	0.23	4,340.222	39	0.24
3317932	Bank	29	CONNECTONE BANK	ENGLEWOOD CLIFFS	NJ	4,340.222			4,340.222			4,340.222			4,340.222		
1416523	BHC	38	BRIDGE BANCORP, INC.	BRIDGEHAMPTON	NY	3,560.123	43	0.19	3,560.123	39	0.20	3,560.123	43	0.19	3,560.123	40	0.20
23504	Bank	38	BNB BANK	BRIDGEHAMPTON	NY	3,560.123			3,560.123			3,560.123			3,560.123		
2651590	BHC	20	PEAPACK-GLADSTONE FINANCIAL CORPORATION	BEDMINSTER	NJ	3,536.815	44	0.18	3,536.815	40	0.20	3,536.815	44	0.18	3,536.815	41	0.20
236706	Bank	20	PEAPACK-GLADSTONE BANK	GLADSTONE	NJ	3,536.815			3,536.815			3,536.815			3,536.815		
1132449	BHC	23	CITIZENS FINANCIAL GROUP, INC.	PROVIDENCE	RI	3,452.293	45	0.18	3,452.293	41	0.19	3,452.293	45	0.18	3,452.293	42	0.19
3303298	Bank	23	CITIZENS BANK, NATIONAL ASSOCIATION	PROVIDENCE	RI	3,452.293			3,452.293			3,452.293			3,452.293		
1048894	BHC	53	FIRST OF LONG ISLAND CORPORATION, THE	GLEN HEAD	NY	3,235.314	46	0.17	3,235.314	42	0.18	3,235.314	46	0.17	3,235.314	43	0.18
837000	Bank	53	FIRST NATIONAL BANK OF LONG ISLAND, THE	GLEN HEAD	NY	3,235.314			3,235.314			3,235.314			3,235.314		
1232536	BHC	2	BANK LEUMI LE-ISRAEL B.M.	TEL AVIV		2,958.404	47	0.15	2,958.404	43	0.17	2,958.404	47	0.15	2,958.404	44	0.17
101019	Bank	2	BANK LEUMI USA	NEW YORK	NY	2,958.404			2,958.404			2,958.404			2,958.404		
2609975	BHC	29	OCEANFIRST FINANCIAL CORP.	TOMS RIVER	NJ	2,933.383	49	0.15	2,933.383	44	0.16	2,933.383	49	0.15	2,933.383	45	0.16
85472	Bank	29	OCEANFIRST BANK, NATIONAL ASSOCIATION	TOMS RIVER	NJ	2,933.383			2,933.383			2,933.383			2,933.383		
790105	Bank	1	BANK HAPOALIM B.M.	NEW YORK	NY	2,899.965	51	0.15	2,899.965	45	0.16	2,899.965	51	0.15	2,899.965	46	0.16
4400336	BHC	12	WORKERS UNITED	PHILADELPHIA	PA	2,651.878	52	0.14	2,651.878	46	0.15	2,651.878	52	0.14	2,651.878	47	0.15
661308	Bank	12	AMALGAMATED BANK	NEW YORK	NY	2,651.878			2,651.878			2,651.878			2,651.878		

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3185355	BHC	3	MIZUHO FINANCIAL GROUP, INC.	TOKYO		2,584.008	53	0.13	2,584.008	47	0.14	2,584.008	53	0.13	2,584.008	48	0.14
229913	Bank	3	MIZUHO BANK (USA)	NEW YORK	NY	2,584.008			2,584.008			2,584.008			2,584.008		
1246159	BHC	2	BESSEMER GROUP, INCORPORATED, THE	WOODBRI	NJ	2,368.534	54	0.12	2,368.534	48	0.13	2,368.534	54	0.12	2,368.534	49	0.13
7009	Bank	1	BESSEMER TRUST COMPANY	WOODBRI	NJ	844.875			844.875			844.875			844.875		
976703	Bank	1	BESSEMER TRUST COMPANY, NATIONAL ASSOCIATION	NEW YORK	NY	1,523.659			1,523.659			1,523.659			1,523.659		
859712	Thrift	40	RIDGEWOOD SAVINGS BANK	RIDGEWOOD	NY	4,262.748	40	0.22	2,131.374	49	0.12	4,262.748	41	0.22	2,131.374	50	0.12
4284536	BHC	2	CUSTOMERS BANCORP, INC	WYOMISSING	PA	2,070.071	55	0.11	2,070.071	50	0.12	2,070.071	55	0.11	2,070.071	51	0.12
2354985	Bank	2	CUSTOMERS BANK	PHOENIXVILLE	PA	2,070.071			2,070.071			2,070.071			2,070.071		
3099443	SLHC	56	KEARNY FINANCIAL CORP.	FAIRFIELD	NJ	4,115.895	41	0.22	2,057.948	51	0.11	4,115.895	42	0.22	2,057.948	52	0.11
633378	Thrift	56	KEARNY BANK	FAIRFIELD	NJ	4,115.895			2,057.948			4,115.895			2,057.948		
3170539	BHC	28	BCB BANCORP, INC.	BAYONNE	NJ	1,985.252	57	0.10	1,985.252	52	0.11	1,985.252	57	0.10	1,985.252	53	0.11
2954059	Bank	28	BCB COMMUNITY BANK	BAYONNE	NJ	1,985.252			1,985.252			1,985.252			1,985.252		
2611718	BHC	23	AMBOY BANCORPORATION	OLD BRIDGE	NJ	1,939.999	58	0.10	1,939.999	54	0.11	1,939.999	58	0.10	1,939.999	54	0.11
9807	Bank	23	AMBOY BANK	OLD BRIDGE	NJ	1,939.999			1,939.999			1,939.999			1,939.999		
1751420	Bank	1	BANK OF EAST ASIA LTD., THE	NEW YORK	NY	1,849.374	59	0.10	1,849.374	55	0.10	1,849.374	59	0.10	1,849.374	55	0.10
107244	Bank	2	BANK OZK	LITTLE ROCK	AR	1,772.330	60	0.09	1,772.330	56	0.10	1,772.330	60	0.09	1,772.330	56	0.10
1117129	BHC	29	FULTON FINANCIAL CORPORATION	LANCASTER	PA	1,617.419	61	0.08	1,617.419	57	0.09	1,617.419	61	0.08	1,617.419	57	0.09
474919	Bank	29	FULTON BANK, NATIONAL ASSOCIATION	LANCASTER	PA	1,617.419			1,617.419			1,617.419			1,617.419		
1843080	BHC	13	CATHAY GENERAL BANCORP	LOS ANGELES	CA	1,584.576	62	0.08	1,584.576	58	0.09	1,584.576	62	0.08	1,584.576	58	0.09
595869	Bank	13	CATHAY BANK	LOS ANGELES	CA	1,584.576			1,584.576			1,584.576			1,584.576		
5301421	BHC	23	USB BANCORP, INC.	DANBURY	CT	1,581.869	63	0.08	1,581.869	59	0.09	1,581.869	63	0.08	1,581.869	59	0.09
443205	Thrift	23	UNION SAVINGS BANK	DANBURY	CT	1,581.869			1,581.869			1,581.869			1,581.869		
2820211	BHC	8	METROPOLITAN BANK HOLDING CORP	NEW YORK	NY	1,545.220	64	0.08	1,545.220	60	0.09	1,545.220	64	0.08	1,545.220	60	0.09
2705895	Bank	8	METROPOLITAN COMMERCIAL BANK	NEW YORK	NY	1,545.220			1,545.220			1,545.220			1,545.220		
2692892	SLHC	27	ORITANI FINANCIAL CORP	WASHINGTON	NJ	2,946.046	48	0.15	1,473.023	61	0.08	2,946.046	48	0.15	1,473.023	61	0.08
2376	Thrift	27	ORITANI BANK	TOWNSHIP OF WASHINGTON	NJ	2,946.046			1,473.023			2,946.046			1,473.023		
3553815	BHC	13	BANKWELL FINANCIAL GROUP, INC.	NEW CANAAN	CT	1,470.928	66	0.08	1,470.928	62	0.08	1,470.928	66	0.08	1,470.928	62	0.08
3109043	Bank	13	BANKWELL BANK	NEW CANAAN	CT	1,470.928			1,470.928			1,470.928			1,470.928		
3132863	SLHC	38	NORTHFIELD BANCORP, INC.	STATEN ISLAND	NY	2,924.588	50	0.15	1,462.294	63	0.08	2,924.588	50	0.15	1,462.294	63	0.08
28013	Thrift	38	NORTHFIELD BANK	STATEN ISLAND	NY	2,924.588			1,462.294			2,924.588			1,462.294		

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2589714	BHC	12	MB MUTUAL HOLDING COMPANY	MANASQUAN	NJ	1,347.065	67	0.07	1,347.065	64	0.08	1,347.065	67	0.07	1,347.065	64	0.08
459671	Thrift	12	MANASQUAN BANK	MANASQUAN	NJ	1,347.065			1,347.065			1,347.065			1,347.065		
2835514	BHC	17	BOILING SPRINGS, MHC	RUTHERFORD	NJ	1,316.069	68	0.07	1,316.069	65	0.07	1,316.069	68	0.07	1,316.069	65	0.07
797775	Thrift	17	BOILING SPRINGS SAVINGS BANK	RUTHERFORD	NJ	1,316.069			1,316.069			1,316.069			1,316.069		
2961879	BHC	10	HOPE BANCORP, INC.	LOS ANGELES	CA	1,300.898	69	0.07	1,300.898	66	0.07	1,300.898	69	0.07	1,300.898	66	0.07
671464	Bank	10	BANK OF HOPE	LOS ANGELES	CA	1,300.898			1,300.898			1,300.898			1,300.898		
5079476	BHC	17	PCSB FINANCIAL CORPORATION	YORKTOWN HEIGHTS	NY	1,278.529	70	0.07	1,278.529	67	0.07	1,278.529	70	0.07	1,278.529	67	0.07
24006	Thrift	17	PCSB BANK	BREWSTER	NY	1,278.529			1,278.529			1,278.529			1,278.529		
2461463	BHC	18	SB ONE BANCORP	ROCKAWAY	NJ	1,251.009	71	0.07	1,251.009	68	0.07	1,251.009	71	0.07	1,251.009	68	0.07
403106	Bank	18	SB ONE BANK	FRANKLIN	NJ	1,251.009			1,251.009			1,251.009			1,251.009		
2734233	BHC	6	EAST WEST BANCORP, INC.	PASADENA	CA	1,146.520	74	0.06	1,146.520	69	0.06	1,146.520	74	0.06	1,146.520	69	0.06
197478	Bank	6	EAST WEST BANK	PASADENA	CA	1,146.520			1,146.520			1,146.520			1,146.520		
2181426	BHC	16	UNITY BANCORP, INC.	CLINTON	NJ	1,074.065	76	0.06	1,074.065	70	0.06	1,074.065	76	0.06	1,074.065	70	0.06
1890525	Bank	16	UNITY BANK	CLINTON	NJ	1,074.065			1,074.065			1,074.065			1,074.065		
845573	Thrift	24	SPENCER SAVINGS BANK, SLA	ELMWOOD PARK	NJ	2,033.614	56	0.11	1,016.807	71	0.06	2,033.614	56	0.11	1,016.807	71	0.06
5309306	BHC	9	WOORI FINANCIAL GROUP, INC.	SEOUL		1,016.428	78	0.05	1,016.428	72	0.06	1,016.428	78	0.05	1,016.428	72	0.06
384018	Bank	9	WOORI AMERICA BANK	NEW YORK	NY	1,016.428			1,016.428			1,016.428			1,016.428		
4224297	BHC	1	SUMITOMO MITSUI TRUST HOLDINGS, INC.	TOKYO		998.273	79	0.05	998.273	73	0.06	998.273	79	0.05	998.273	73	0.06
925411	Bank	1	SUMITOMO MITSUI TRUST BANK (U.S.A.) LIMITED	HOBOKEN	NJ	998.273			998.273			998.273			998.273		
2367921	BHC	14	TOMPKINS FINANCIAL CORPORATION	ITHACA	NY	996.456	80	0.05	996.456	74	0.06	996.456	80	0.05	996.456	74	0.06
521804	Bank	14	MAHOPAC BANK	BREWSTER	NY	996.456			996.456			996.456			996.456		
538802	Bank	1	INTERAUDI BANK	NEW YORK	NY	977.466	81	0.05	977.466	75	0.05	977.466	81	0.05	977.466	75	0.05
5045444	BHC	18	NSB MUTUAL HOLDING COMPANY	NEWTOWN	CT	972.508	82	0.05	972.508	76	0.05	972.508	82	0.05	972.508	76	0.05
507509	Thrift	18	NEWTOWN SAVINGS BANK	NEWTOWN	CT	972.508			972.508			972.508			972.508		
2784920	BHC	19	1ST CONSTITUTION BANCORP	CRANBURY	NJ	933.950	83	0.05	933.950	77	0.05	933.950	83	0.05	933.950	77	0.05
1412619	Bank	19	1ST CONSTITUTION BANK	CRANBURY	NJ	933.950			933.950			933.950			933.950		
3596009	BHC	13	ORANGE COUNTY BANCORP, INC.	MIDDLETOWN	NY	930.899	84	0.05	930.899	78	0.05	930.899	84	0.05	930.899	78	0.05
176101	Bank	13	ORANGE BANK & TRUST COMPANY	MIDDLETOWN	NY	930.899			930.899			930.899			930.899		
3633173	Bank	13	ALMA BANK	ASTORIA	NY	921.568	85	0.05	921.568	79	0.05	921.568	85	0.05	921.568	79	0.05
4504533	BHC	4	EMPIRE BANCORP, INC.	ISLANDIA	NY	888.876	86	0.05	888.876	80	0.05	888.876	86	0.05	888.876	80	0.05
3706013	Bank	4	EMPIRE NATIONAL BANK	ISLANDIA	NY	888.876			888.876			888.876			888.876		
3395668	BHC	15	TWO RIVER BANCORP	TINTON FALLS	NJ	884.699	87	0.05	884.699	81	0.05	884.699	87	0.05	884.699	81	0.05

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2888789	Bank	15	TWO RIVER COMMUNITY BANK	MIDDLETOWN	NJ	884.699			884.699			884.699			884.699		
3404373	Bank	9	FIRST COMMERCE BANK	LAKEWOOD	NJ	840.208	88	0.04	840.208	82	0.05	840.208	88	0.04	840.208	82	0.05
2693273	BHC	11	SALISBURY BANCORP, INC.	LAKEVILLE	CT	824.825	89	0.04	824.825	83	0.05	824.825	89	0.04	824.825	83	0.05
821906	Bank	11	SALISBURY BANK AND TRUST COMPANY	LAKEVILLE	CT	824.825			824.825			824.825			824.825		
4389329	BHC	1	CRB GROUP, INC.	TEANECK	NJ	816.103	90	0.04	816.103	84	0.05	816.103	90	0.04	816.103	84	0.05
3783313	Bank	1	CROSS RIVER BANK	TEANECK	NJ	816.103			816.103			816.103			816.103		
3401970	Bank	8	FIRST BANK	HAMILTON	NJ	784.993	94	0.04	784.993	86	0.04	784.993	93	0.04	784.993	85	0.04
3595271	Bank	9	BANK OF PRINCETON, THE	PRINCETON	NJ	777.064	95	0.04	777.064	87	0.04	777.064	94	0.04	777.064	86	0.04
4097978	BHC	4	CHINA INVESTMENT CORPORATION	BEIJING		772.218	96	0.04	772.218	88	0.04	772.218	95	0.04	772.218	87	0.04
1015560	Bank	4	INDUSTRIAL AND COMMERCIAL BANK OF CHINA (USA), NATIONAL ASSOCIATION	NEW YORK	NY	772.218			772.218			772.218			772.218		
3554250	BHC	9	BANCORP OF NEW JERSEY, INC.	FORT LEE	NJ	755.008	98	0.04	755.008	89	0.04	755.008	97	0.04	755.008	88	0.04
3443345	Bank	9	BANK OF NEW JERSEY	FORT LEE	NJ	755.008			755.008			755.008			755.008		
3948439	BHC	9	HAVEN BANCORP, MHC	HOBOKEN	NJ	747.433	99	0.04	747.433	90	0.04	747.433	98	0.04	747.433	89	0.04
918477	Thrift	9	HAVEN SAVINGS BANK	HOBOKEN	NJ	747.433			747.433			747.433			747.433		
373601	Thrift	4	UNION COUNTY SAVINGS BANK	ELIZABETH	NJ	1,493.691	65	0.08	746.846	91	0.04	1,493.691	65	0.08	746.846	90	0.04
4132084	BHC	9	PNBK HOLDINGS LLC	STAMFORD	CT	719.518	100	0.04	719.518	92	0.04	719.518	99	0.04	719.518	91	0.04
2236821	Bank	9	PATRIOT BANK, NATIONAL ASSOCIATION	STAMFORD	CT	719.518			719.518			719.518			719.518		
5097340	BHC	2	FIELDPOINT PRIVATE HOLDINGS, INC.	GREENWICH	CT	709.597	101	0.04	709.597	93	0.04	709.597	100	0.04	709.597	92	0.04
3664588	Thrift	2	FIELDPOINT PRIVATE BANK & TRUST	GREENWICH	CT	709.597			709.597			709.597			709.597		
3854268	BHC	8	ESSA BANCORP, INC.	STROUDSBURG	PA	699.652	102	0.04	699.652	94	0.04	699.652	101	0.04	699.652	93	0.04
952677	Thrift	8	ESSA BANK & TRUST	STROUDSBURG	PA	699.652			699.652			699.652			699.652		
2817930	BHC	5	MAHAM BETEILIGUNGSGESELLSCHAFT AG	ZURICH		698.184	103	0.04	698.184	95	0.04	698.184	102	0.04	698.184	94	0.04
245016	Bank	5	HABIB AMERICAN BANK	NEW YORK	NY	698.184			698.184			698.184			698.184		
3271230	BHC	14	RHINEBECK BANCORP, MHC	POUGHKEEPSIE	NY	679.535	106	0.04	679.535	96	0.04	679.535	105	0.04	679.535	95	0.04
195111	Thrift	14	RHINEBECK BANK	RHINEBECK	NY	679.535			679.535			679.535			679.535		
3716339	BHC	7	WESTCHESTER BANK HOLDING CORPORATION, THE	WHITE PLAINS	NY	668.041	107	0.03	668.041	97	0.04	668.041	106	0.03	668.041	96	0.04
3716320	Bank	7	WESTCHESTER BANK, THE	WHITE PLAINS	NY	668.041			668.041			668.041			668.041		
4176855	BHC	8	RBB BANCORP	LOS ANGELES	CA	641.391	109	0.03	641.391	98	0.04	641.391	108	0.03	641.391	97	0.04
3835454	Bank	8	ROYAL BUSINESS BANK	LOS ANGELES	CA	641.391			641.391			641.391			641.391		
1231968	BHC	1	BNP PARIBAS	PARIS		631.582	110	0.03	631.582	99	0.04	631.582	109	0.03	631.582	98	0.04

RSSDID	Type	Branches	Name	City	State	Pre Merger						Post Merger					
						Unweighted			Weighted ***			Unweighted			Weighted ***		
						Deposits**	Rank	%	Deposits	Rank	%	Deposits**	Rank	%	Deposits	Rank	%
804963	Bank	1	BANK OF THE WEST	SAN FRANCISCO	CA	631.582			631.582			631.582			631.582		
3824373	SLHC	16	FAIRFIELD COUNTY BANK, MHC	RIDGEFIELD	CT	1,197.084	72	0.06	598.542	100	0.03	1,197.084	72	0.06	598.542	99	0.03
882701	Thrift	16	FAIRFIELD COUNTY BANK	RIDGEFIELD	CT	1,197.084			598.542			1,197.084			598.542		
29878	Thrift	6	MASPETH FEDERAL SAVINGS AND LOAN ASSOCIATION	MASPETH	NY	1,192.105	73	0.06	596.052	101	0.03	1,192.105	73	0.06	596.052	100	0.03
3200230	BHC	6	COUNTRY BANK HOLDING COMPANY, INC.	NEW YORK	NY	594.992	111	0.03	594.992	102	0.03	594.992	110	0.03	594.992	101	0.03
1191482	Bank	6	COUNTRY BANK	NEW YORK	NY	594.992			594.992			594.992			594.992		
3720000	BHC	1	MODERN BANK MANAGEMENT LLC	NEW YORK	NY	592.831	112	0.03	592.831	103	0.03	592.831	111	0.03	592.831	102	0.03
2398701	Bank	1	MODERN BANK, NATIONAL ASSOCIATION	NEW YORK	NY	592.831			592.831			592.831			592.831		
2333663	BHC	7	BERKSHIRE HILLS BANCORP, INC	PITTSFIELD	MA	581.496	113	0.03	581.496	104	0.03	581.496	112	0.03	581.496	103	0.03
473501	Bank	7	BERKSHIRE BANK	PITTSFIELD	MA	581.496			581.496			581.496			581.496		
2728157	BHC	12	BERKSHIRE BANCORP INC.	NEW YORK	NY	562.315	115	0.03	562.315	105	0.03	562.315	114	0.03	562.315	104	0.03
1396764	Bank	12	BERKSHIRE BANK, THE	NEW YORK	NY	562.315			562.315			562.315			562.315		
958204	Thrift	16	FIRST COUNTY BANK	STAMFORD	CT	1,094.216	75	0.06	547.108	106	0.03	1,094.216	75	0.06	547.108	105	0.03
3912766	SLHC	19	ION FINANCIAL, MHC	NAUGATUCK	CT	1,051.989	77	0.05	525.994	107	0.03	1,051.989	77	0.05	525.994	106	0.03
407506	Thrift	19	ION BANK	NAUGATUCK	CT	1,051.989			525.994			1,051.989			525.994		
3958821	BHC	3	ALCAR INC.	NEW YORK	NY	515.139	121	0.03	515.139	108	0.03	515.139	120	0.03	515.139	107	0.03
3428258	Bank	3	LAUREL ROAD BANK	DARIEN	CT	515.139			515.139			515.139			515.139		
3107964	BHC	8	SHINHAN FINANCIAL GROUP CO., LTD.	SEOUL		513.604	122	0.03	513.604	109	0.03	513.604	121	0.03	513.604	108	0.03
1494914	Bank	8	SHINHAN BANK AMERICA	NEW YORK	NY	513.604			513.604			513.604			513.604		
3382855	BHC	7	MAGYAR BANCORP, MHC	NEW BRUNSWICK	NJ	513.423	123	0.03	513.423	110	0.03	513.423	122	0.03	513.423	109	0.03
548771	Thrift	7	MAGYAR BANK	NEW BRUNSWICK	NJ	513.423			513.423			513.423			513.423		
4267427	BHC	1	ESQUIRE FINANCIAL HOLDINGS, INC.	JERICHO	NY	509.134	124	0.03	509.134	111	0.03	509.134	123	0.03	509.134	110	0.03
3447820	Bank	1	ESQUIRE BANK, NATIONAL ASSOCIATION	JERICHO	NY	509.134			509.134			509.134			509.134		
125707	Bank	1	BANK OF CHINA	FLUSHING	NY	501.579	125	0.03	501.579	112	0.03	501.579	124	0.03	501.579	111	0.03
2460569	BHC	11	NVE BANCORP, MHC	ENGLEWOOD	NJ	490.493	126	0.03	490.493	113	0.03	490.493	125	0.03	490.493	112	0.03
1012671	Thrift	11	NVE BANK	ENGLEWOOD	NJ	490.493			490.493			490.493			490.493		
3080209	BHC	3	CTBC FINANCIAL HOLDING CO., LTD.	TAIPEI		486.289	127	0.03	486.289	114	0.03	486.289	126	0.03	486.289	113	0.03
996260	Bank	3	CTBC BANK CORP. (USA)	LOS ANGELES	CA	486.289			486.289			486.289			486.289		
1048504	BHC	12	JEFFERSONVILLE BANCORP	JEFFERSONVILLE	NY	458.797	128	0.02	458.797	115	0.03	458.797	127	0.02	458.797	114	0.03
306908	Bank	12	JEFF BANK	JEFFERSONVILLE	NY	458.797			458.797			458.797			458.797		
3599318	BHC	4	MSB FINANCIAL CORP.	MILLINGTON	NJ	456.347	129	0.02	456.347	116	0.03	456.347	128	0.02	456.347	115	0.03
793571	Thrift	4	MILLINGTON BANK	MILLINGTON	NJ	456.347			456.347			456.347			456.347		
5014794	BHC	11	REGAL BANCORP INC.	LIVINGSTON	NJ	452.597	131	0.02	452.597	117	0.03	452.597	130	0.02	452.597	116	0.03

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3650563	Bank	11	REGAL BANK	LIVINGSTON	NJ	452.597			452.597			452.597			452.597		
<b>3609132</b>	<b>BHC</b>	<b>6</b>	<b>FIRST HOPE BANCORP</b>	<b>HOPE</b>	<b>NJ</b>	<b>438.847</b>	<b>132</b>	<b>0.02</b>	<b>438.847</b>	<b>118</b>	<b>0.02</b>	<b>438.847</b>	<b>131</b>	<b>0.02</b>	<b>438.847</b>	<b>117</b>	<b>0.02</b>
434203	Bank	6	FIRST HOPE BANK, A NATIONAL BANKING ASSOCIATION	HOPE	NJ	438.847			438.847			438.847			438.847		
<b>5010134</b>	<b>BHC</b>	<b>3</b>	<b>HANOVER BANCORP, INC.</b>	<b>GARDEN CITY PARK</b>	<b>NY</b>	<b>427.578</b>	<b>133</b>	<b>0.02</b>	<b>427.578</b>	<b>119</b>	<b>0.02</b>	<b>427.578</b>	<b>132</b>	<b>0.02</b>	<b>427.578</b>	<b>118</b>	<b>0.02</b>
3793714	Bank	3	HANOVER COMMUNITY BANK	GARDEN CITY PARK	NY	427.578			427.578			427.578			427.578		
<b>2702232</b>	<b>BHC</b>	<b>4</b>	<b>RSI BANCORP, MHC</b>	<b>RAHWAY</b>	<b>NJ</b>	<b>426.316</b>	<b>134</b>	<b>0.02</b>	<b>426.316</b>	<b>120</b>	<b>0.02</b>	<b>426.316</b>	<b>133</b>	<b>0.02</b>	<b>426.316</b>	<b>119</b>	<b>0.02</b>
148809	Thrift	4	RSI BANK	RAHWAY	NJ	426.316			426.316			426.316			426.316		
<b>5124714</b>	<b>BHC</b>	<b>7</b>	<b>GOLD COAST BANCORP, INC.</b>	<b>ISLANDIA</b>	<b>NY</b>	<b>422.324</b>	<b>135</b>	<b>0.02</b>	<b>422.324</b>	<b>121</b>	<b>0.02</b>	<b>422.324</b>	<b>134</b>	<b>0.02</b>	<b>422.324</b>	<b>120</b>	<b>0.02</b>
3614369	Bank	7	GOLD COAST BANK	ISLANDIA	NY	422.324			422.324			422.324			422.324		
<b>1169650</b>	<b>Bank</b>	<b>2</b>	<b>AMERASIA BANK</b>	<b>FLUSHING</b>	<b>NY</b>	<b>418.334</b>	<b>136</b>	<b>0.02</b>	<b>418.334</b>	<b>122</b>	<b>0.02</b>	<b>418.334</b>	<b>135</b>	<b>0.02</b>	<b>418.334</b>	<b>121</b>	<b>0.02</b>
<b>1199611</b>	<b>BHC</b>	<b>2</b>	<b>NORTHERN TRUST CORPORATION</b>	<b>CHICAGO</b>	<b>IL</b>	<b>408.959</b>	<b>137</b>	<b>0.02</b>	<b>408.959</b>	<b>123</b>	<b>0.02</b>	<b>408.959</b>	<b>136</b>	<b>0.02</b>	<b>408.959</b>	<b>122</b>	<b>0.02</b>
210434	Bank	2	NORTHERN TRUST COMPANY, THE	CHICAGO	IL	408.959			408.959			408.959			408.959		
<b>626101</b>	<b>Thrift</b>	<b>15</b>	<b>SAVINGS BANK OF DANBURY</b>	<b>DANBURY</b>	<b>CT</b>	<b>803.260</b>	<b>91</b>	<b>0.04</b>	<b>401.630</b>	<b>124</b>	<b>0.02</b>	<b>803.260</b>	<b>91</b>	<b>0.04</b>	<b>401.630</b>	<b>123</b>	<b>0.02</b>
<b>5115468</b>	<b>SLHC</b>	<b>14</b>	<b>PONCE BANK MUTUAL HOLDING COMPANY</b>	<b>BRONX</b>	<b>NY</b>	<b>789.951</b>	<b>93</b>	<b>0.04</b>	<b>394.976</b>	<b>125</b>	<b>0.02</b>	<b>789.951</b>	<b>92</b>	<b>0.04</b>	<b>394.976</b>	<b>124</b>	<b>0.02</b>
897170	Thrift	14	PONCE BANK	BRONX	NY	789.951			394.976			789.951			394.976		
<b>3268249</b>	<b>Bank</b>	<b>1</b>	<b>GREENE COUNTY COMMERCIAL BANK</b>	<b>CATSKILL</b>	<b>NY</b>	<b>386.163</b>	<b>138</b>	<b>0.02</b>	<b>386.163</b>	<b>126</b>	<b>0.02</b>	<b>386.163</b>	<b>137</b>	<b>0.02</b>	<b>386.163</b>	<b>125</b>	<b>0.02</b>
<b>2365356</b>	<b>BHC</b>	<b>13</b>	<b>NORWOOD FINANCIAL CORP.</b>	<b>HONESDALE</b>	<b>PA</b>	<b>385.532</b>	<b>139</b>	<b>0.02</b>	<b>385.532</b>	<b>127</b>	<b>0.02</b>	<b>385.532</b>	<b>138</b>	<b>0.02</b>	<b>385.532</b>	<b>126</b>	<b>0.02</b>
59316	Bank	13	WAYNE BANK	HONESDALE	PA	385.532			385.532			385.532			385.532		
<b>301800</b>	<b>Thrift</b>	<b>14</b>	<b>ULSTER SAVINGS BANK</b>	<b>KINGSTON</b>	<b>NY</b>	<b>770.504</b>	<b>97</b>	<b>0.04</b>	<b>385.252</b>	<b>128</b>	<b>0.02</b>	<b>770.504</b>	<b>96</b>	<b>0.04</b>	<b>385.252</b>	<b>127</b>	<b>0.02</b>
<b>2686211</b>	<b>Bank</b>	<b>13</b>	<b>CROWN BANK</b>	<b>ELIZABETH</b>	<b>NJ</b>	<b>378.695</b>	<b>140</b>	<b>0.02</b>	<b>378.695</b>	<b>129</b>	<b>0.02</b>	<b>378.695</b>	<b>139</b>	<b>0.02</b>	<b>378.695</b>	<b>128</b>	<b>0.02</b>
<b>3443998</b>	<b>BHC</b>	<b>10</b>	<b>CATSKILL HUDSON BANCORP, INC.</b>	<b>KINGSTON</b>	<b>NY</b>	<b>375.450</b>	<b>141</b>	<b>0.02</b>	<b>375.450</b>	<b>130</b>	<b>0.02</b>	<b>375.450</b>	<b>140</b>	<b>0.02</b>	<b>375.450</b>	<b>129</b>	<b>0.02</b>
2132594	Bank	10	CATSKILL HUDSON BANK	KINGSTON	NY	375.450			375.450			375.450			375.450		
<b>3227947</b>	<b>BHC</b>	<b>7</b>	<b>MARINER'S BANCORP</b>	<b>EDGEWATER</b>	<b>NJ</b>	<b>345.806</b>	<b>144</b>	<b>0.02</b>	<b>345.806</b>	<b>131</b>	<b>0.02</b>	<b>345.806</b>	<b>143</b>	<b>0.02</b>	<b>345.806</b>	<b>130</b>	<b>0.02</b>
3010000	Bank	7	MARINERS BANK	EDGEWATER	NJ	345.806			345.806			345.806			345.806		
<b>120609</b>	<b>Thrift</b>	<b>10</b>	<b>THOMASTON SAVINGS BANK</b>	<b>THOMASTON</b>	<b>CT</b>	<b>683.983</b>	<b>104</b>	<b>0.04</b>	<b>341.992</b>	<b>132</b>	<b>0.02</b>	<b>683.983</b>	<b>103</b>	<b>0.04</b>	<b>341.992</b>	<b>131</b>	<b>0.02</b>
<b>2728595</b>	<b>SLHC</b>	<b>9</b>	<b>GREENE COUNTY BANCORP, MHC</b>	<b>CATSKILL</b>	<b>NY</b>	<b>683.324</b>	<b>105</b>	<b>0.04</b>	<b>341.662</b>	<b>133</b>	<b>0.02</b>	<b>683.324</b>	<b>104</b>	<b>0.04</b>	<b>341.662</b>	<b>132</b>	<b>0.02</b>
214106	Thrift	9	BANK OF GREENE COUNTY, THE	CATSKILL	NY	683.324			341.662			683.324			341.662		
<b>2961897</b>	<b>BHC</b>	<b>1</b>	<b>MITSUBISHI UFJ FINANCIAL GROUP, INC.</b>	<b>TOKYO</b>		<b>339.513</b>	<b>146</b>	<b>0.02</b>	<b>339.513</b>	<b>134</b>	<b>0.02</b>	<b>339.513</b>	<b>145</b>	<b>0.02</b>	<b>339.513</b>	<b>133</b>	<b>0.02</b>
212465	Bank	1	MUFG UNION BANK, NATIONAL ASSOCIATION	SAN FRANCISCO	CA	339.513			339.513			339.513			339.513		
<b>3165508</b>	<b>BHC</b>	<b>5</b>	<b>VSF BANCORP, INC.</b>	<b>STATEN ISLAND</b>	<b>NY</b>	<b>336.427</b>	<b>147</b>	<b>0.02</b>	<b>336.427</b>	<b>135</b>	<b>0.02</b>	<b>336.427</b>	<b>146</b>	<b>0.02</b>	<b>336.427</b>	<b>134</b>	<b>0.02</b>
2631323	Bank	5	VICTORY STATE BANK	STATEN ISLAND	NY	336.427			336.427			336.427			336.427		

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587800	Thrift	13	LIBERTY BANK	MIDDLETOWN	CT	664.926	108	0.03	332.463	136	0.02	664.926	107	0.03	332.463	135	0.02
5010844	BHC	4	FREEDOM BANCORP, INC.	MAYWOOD	NJ	329.602	148	0.02	329.602	137	0.02	329.602	147	0.02	329.602	136	0.02
3729124	Bank	4	FREEDOM BANK	MAYWOOD	NJ	329.602			329.602			329.602			329.602		
1918344	Bank	1	PREFERRED BANK	LOS ANGELES	CA	321.676	149	0.02	321.676	138	0.02	321.676	148	0.02	321.676	137	0.02
4399177	BHC	4	RSB BANCORP, MHC	ROSELLE	NJ	312.317	152	0.02	312.317	139	0.02	312.317	151	0.02	312.317	138	0.02
324274	Thrift	4	ROSELLE BANK	ROSELLE	NJ	312.317			312.317			312.317			312.317		
3685396	Bank	1	SAVOY BANK	NEW YORK	NY	307.617	153	0.02	307.617	140	0.02	307.617	152	0.02	307.617	139	0.02
2509413	BHC	4	UNITED FINANCIAL BANCORP, INC.	GLASTONBURY	CT	299.254	154	0.02	299.254	141	0.02	299.254	153	0.02	299.254	140	0.02
633501	Thrift	4	UNITED BANK	HARTFORD	CT	299.254			299.254			299.254			299.254		
3472859	Bank	5	NEWBANK	FLUSHING	NY	294.733	155	0.02	294.733	142	0.02	294.733	154	0.02	294.733	141	0.02
2065432	BHC	5	DIMECO, INC	HONESDALE	PA	283.348	156	0.01	283.348	143	0.02	283.348	155	0.01	283.348	142	0.02
56717	Bank	5	DIME BANK, THE	HONESDALE	PA	283.348			283.348			283.348			283.348		
5011832	BHC	6	NMB FINANCIAL CORPORATION	NEW BRUNSWICK	NJ	282.988	157	0.01	282.988	144	0.02	282.988	156	0.01	282.988	143	0.02
2833882	Bank	6	NEW MILLENNIUM BANK	FORT LEE	NJ	282.988			282.988			282.988			282.988		
2531245	SLHC	8	CARVER BANCORP, INC.	NEW YORK	NY	565.176	114	0.03	282.588	145	0.02	565.176	113	0.03	282.588	144	0.02
268677	Thrift	8	CARVER FEDERAL SAVINGS BANK	NEW YORK	NY	565.176			282.588			565.176			282.588		
2863946	BHC	8	ASSOCIATED COMMUNITY BANCORP, INC.	GREENWICH	CT	279.130	158	0.01	279.130	146	0.02	279.130	157	0.01	279.130	145	0.02
2756909	Bank	8	CONNECTICUT COMMUNITY BANK, NATIONAL ASSOCIATION	WESTPORT	CT	279.130			279.130			279.130			279.130		
2797359	Thrift	9	FIRST CENTRAL SAVINGS BANK	GLEN COVE	NY	541.329	116	0.03	270.664	147	0.02	541.329	115	0.03	270.664	146	0.02
3439610	BHC	5	ES BANCSHARES, INC	NEWBURGH	NY	269.704	159	0.01	269.704	148	0.02	269.704	158	0.01	269.704	147	0.02
3277241	Bank	5	EMPIRE STATE BANK	NEWBURGH	NY	269.704			269.704			269.704			269.704		
1117213	BHC	5	PALM BANCORP	PALMERTON	PA	268.554	160	0.01	268.554	149	0.01	268.554	159	0.01	268.554	148	0.01
186717	Bank	5	FIRST NORTHERN BANK AND TRUST COMPANY	PALMERTON	PA	268.554			268.554			268.554			268.554		
3388165	Bank	4	NOAH BANK	ELKINS PARK	PA	266.719	161	0.01	266.719	150	0.01	266.719	160	0.01	266.719	149	0.01
341310	Thrift	11	WALDEN SAVINGS BANK	MONTGOMERY	NY	530.510	117	0.03	265.255	151	0.01	530.510	116	0.03	265.255	150	0.01
3793143	SLHC	5	NORTHEAST COMMUNITY BANCORP, MHC	WHITE PLAINS	NY	528.576	118	0.03	264.288	152	0.01	528.576	117	0.03	264.288	151	0.01
823478	Thrift	5	NORTHEAST COMMUNITY BANK	WHITE PLAINS	NY	528.576			264.288			528.576			264.288		
1048513	SLHC	27	TRUSTCO BANK CORP NY	GLENVILLE	NY	528.293	119	0.03	264.146	153	0.01	528.293	118	0.03	264.146	152	0.01
677176	Thrift	27	TRUSTCO BANK	GLENVILLE	NY	528.293			264.146			528.293			264.146		
927479	Thrift	4	BOGOTA SAVINGS BANK	BOGOTA	NJ	524.859	120	0.03	262.430	154	0.01	524.859	119	0.03	262.430	153	0.01
4894588	BHC	2	FIRST GREENWICH FINANCIAL, INC.	COS COB	CT	261.021	164	0.01	261.021	155	0.01	261.021	163	0.01	261.021	154	0.01
3466988	Bank	2	FIRST BANK OF GREENWICH, THE	COS COB	CT	261.021			261.021			261.021			261.021		



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						Unweighted			Weighted ***			Unweighted			Weighted ***		
						Deposits**	Rank	%	Deposits	Rank	%	Deposits**	Rank	%	Deposits	Rank	%
2539081	Bank	5	SHORE COMMUNITY BANK	TOMS RIVER	NJ	250.646	167	0.01	250.646	156	0.01	250.646	166	0.01	250.646	155	0.01
3400937	BHC	3	HANA FINANCIAL GROUP INC.	SEOUL		231.062	168	0.01	231.062	157	0.01	231.062	167	0.01	231.062	156	0.01
609609	Bank	3	KEB HANA BANK USA, NATIONAL ASSOCIATION	FORT LEE	NJ	231.062			231.062			231.062			231.062		
159971	Thrift	7	SOMERSET SAVINGS BANK, SLA	BOUND BROOK	NJ	455.790	130	0.02	227.895	158	0.01	455.790	129	0.02	227.895	157	0.01
2889227	Bank	1	ALPINE CAPITAL BANK	NEW YORK	NY	224.319	169	0.01	224.319	159	0.01	224.319	168	0.01	224.319	158	0.01
2646998	BHC	4	MILLBROOK BANK SYSTEM, INC.	MILLBROOK	NY	197.525	171	0.01	197.525	160	0.01	197.525	170	0.01	197.525	159	0.01
175609	Bank	4	BANK OF MILLBROOK	MILLBROOK	NY	197.525			197.525			197.525			197.525		
2937100	BHC	4	CONNECTICUT MUTUAL HOLDING COMPANY	WINSTED	CT	197.522	172	0.01	197.522	161	0.01	197.522	171	0.01	197.522	160	0.01
822408	Thrift	4	LITCHFIELD BANCORP	LITCHFIELD	CT	197.522			197.522			197.522			197.522		
1139279	BHC	7	NBT BANCORP INC.	NORWICH	NY	182.934	174	0.01	182.934	162	0.01	182.934	173	0.01	182.934	161	0.01
702117	Bank	7	NBT BANK, NATIONAL ASSOCIATION	NORWICH	NY	182.934			182.934			182.934			182.934		
1048849	BHC	3	CITY NATIONAL BANCSHARES CORPORATION	NEWARK	NJ	181.753	175	0.01	181.753	163	0.01	181.753	174	0.01	181.753	162	0.01
567905	Bank	3	CITY NATIONAL BANK OF NEW JERSEY	NEWARK	NJ	181.753			181.753			181.753			181.753		
258306	Thrift	7	MILFORD BANK, THE	MILFORD	CT	351.658	142	0.02	175.829	164	0.01	351.658	141	0.02	175.829	163	0.01
1007873	Thrift	6	CROSS COUNTY SAVINGS BANK	MIDDLE VILLAGE	NY	346.581	143	0.02	173.290	165	0.01	346.581	142	0.02	173.290	164	0.01
2916534	Thrift	1	M.Y. SAFRA BANK, FSB	NEW YORK	NY	340.943	145	0.02	170.472	166	0.01	340.943	144	0.02	170.472	165	0.01
502111	Bank	1	NATIONAL BANK OF NEW YORK CITY	FLUSHING	NY	167.802	176	0.01	167.802	167	0.01	167.802	175	0.01	167.802	166	0.01
4111584	BHC	4	AMERICAN COMMUNITY BANCORP, INC.	GLEN COVE	NY	166.158	177	0.01	166.158	168	0.01	166.158	176	0.01	166.158	167	0.01
2871558	Bank	4	AMERICAN COMMUNITY BANK	GLEN COVE	NY	166.158			166.158			166.158			166.158		
1491409	BHC	1	HOME BANCSHARES, INC.	CONWAY	AR	163.142	178	0.01	163.142	169	0.01	163.142	177	0.01	163.142	168	0.01
456045	Bank	1	CENTENNIAL BANK	CONWAY	AR	163.142			163.142			163.142			163.142		
4098537	SLHC	2	QUONTIC BANK ACQUISITION CORP.	GREAT NECK	NY	315.728	150	0.02	157.864	170	0.01	315.728	149	0.02	157.864	169	0.01
3340725	Thrift	2	QUONTIC BANK	ASTORIA	NY	315.728			157.864			315.728			157.864		
425108	Thrift	5	RONDOUT SAVINGS BANK	KINGSTON	NY	314.124	151	0.02	157.062	171	0.01	314.124	150	0.02	157.062	170	0.01
3368916	BHC	2	CHECKSPRING COMMUNITY CORPORATION	BRONX	NY	156.257	179	0.01	156.257	172	0.01	156.257	178	0.01	156.257	171	0.01
3368925	Bank	2	SPRING BANK	BRONX	NY	156.257			156.257			156.257			156.257		
3888414	BHC	2	FREEHOLD MHC	FREEHOLD	NJ	153.378	180	0.01	153.378	173	0.01	153.378	179	0.01	153.378	172	0.01
588478	Thrift	2	FREEHOLD SAVINGS BANK	FREEHOLD	NJ	153.378			153.378			153.378			153.378		
1118265	BHC	3	FIRST KEYSTONE CORPORATION	BERWICK	PA	152.976	181	0.01	152.976	174	0.01	152.976	180	0.01	152.976	173	0.01



RSSDID	Type	Branches	Name	City	State	Pre Merger						Post Merger					
						Unweighted			Weighted ***			Unweighted			Weighted ***		
						Deposits**	Rank	%	Deposits	Rank	%	Deposits**	Rank	%	Deposits	Rank	%
790918	Bank	3	FIRST KEYSTONE COMMUNITY BANK	BERWICK	PA	152.976			152.976			152.976			152.976		
2698906	BHC	2	EVERGREEN HOLDINGS, LLC	NEW YORK	NY	152.901	182	0.01	152.901	175	0.01	152.901	181	0.01	152.901	174	0.01
98717	Bank	2	EASTBANK, NATIONAL ASSOCIATION	NEW YORK	NY	152.901			152.901			152.901			152.901		
1136344	BHC	7	BRUNSWICK BANCORP	NEW BRUNSWICK	NJ	151.368	183	0.01	151.368	176	0.01	151.368	182	0.01	151.368	175	0.01
463203	Bank	7	BRUNSWICK BANK AND TRUST COMPANY	NEW BRUNSWICK	NJ	151.368			151.368			151.368			151.368		
3805279	BHC	1	MALVERN BANCORP, INC.	PAOLI	PA	135.740	185	0.01	135.740	177	0.01	135.740	184	0.01	135.740	176	0.01
676478	Bank	1	MALVERN BANK, NATIONAL ASSOCIATION	PAOLI	PA	135.740			135.740			135.740			135.740		
3789986	SLHC	4	LUSITANIA FINANCIAL, MHC	NEWARK	NJ	264.302	162	0.01	132.151	178	0.01	264.302	161	0.01	132.151	177	0.01
385686	Thrift	4	LUSITANIA SAVINGS BANK	NEWARK	NJ	264.302			132.151			264.302			132.151		
5117592	SLHC	8	WALLKILL VALLEY BANCORP MHC	WALLKILL	NY	263.830	163	0.01	131.915	179	0.01	263.830	162	0.01	131.915	178	0.01
7072	Thrift	8	WALLKILL VALLEY FEDERAL SAVINGS AND LOAN ASSOCIATION	WALLKILL	NY	263.830			131.915			263.830			131.915		
287007	Bank	6	PUTNAM COUNTY NATIONAL BANK OF CARMEL, THE	CARMEL	NY	130.121	186	0.01	130.121	180	0.01	130.121	185	0.01	130.121	179	0.01
3790487	SLHC	2	LINCOLN PARK BANCORP, MHC	LINCOLN PARK	NJ	258.734	165	0.01	129.367	181	0.01	258.734	164	0.01	129.367	180	0.01
930871	Thrift	2	LINCOLN 1ST BANK	LINCOLN PARK	NJ	258.734			129.367			258.734			129.367		
762773	Thrift	5	ABACUS FEDERAL SAVINGS BANK	NEW YORK	NY	256.341	166	0.01	128.170	182	0.01	256.341	165	0.01	128.170	181	0.01
1135468	BHC	1	DELTA INVESTMENT COMPANY (CAYMAN)	GEORGE TOWN		127.849	187	0.01	127.849	183	0.01	127.849	186	0.01	127.849	182	0.01
65513	Bank	1	DELTA NATIONAL BANK AND TRUST COMPANY	NEW YORK	NY	127.849			127.849			127.849			127.849		
3561771	Bank	1	GLOBAL BANK	NEW YORK	NY	127.418	188	0.01	127.418	184	0.01	127.418	187	0.01	127.418	183	0.01
4750086	BHC	2	METRO CITY BANKSHARES, INC.	DORAVILLE	GA	123.974	189	0.01	123.974	185	0.01	123.974	188	0.01	123.974	184	0.01
3437456	Bank	2	METRO CITY BANK	DORAVILLE	GA	123.974			123.974			123.974			123.974		
2589666	BHC	1	UNITED ROOSEVELT MHC	CARTERET	NJ	100.376	191	0.01	100.376	186	0.01	100.376	190	0.01	100.376	185	0.01
644776	Thrift	1	UNITED ROOSEVELT SAVINGS BANK	CARTERET	NJ	100.376			100.376			100.376			100.376		
147679	Thrift	4	GLEN ROCK SAVINGS BANK	GLEN ROCK	NJ	198.582	170	0.01	99.291	187	0.01	198.582	169	0.01	99.291	186	0.01
605610	Thrift	3	SAWYER SAVINGS BANK	SAUGERTIES	NY	192.724	173	0.01	96.362	188	0.01	192.724	172	0.01	96.362	187	0.01
2606693	BHC	3	IRON BANCSHARES, INC.	SALISBURY	CT	81.447	197	0.00	81.447	189	0.00	81.447	196	0.00	81.447	188	0.00
1008209	Bank	3	NATIONAL IRON BANK, THE	SALISBURY	CT	81.447			81.447			81.447			81.447		
2291914	BHC	1	IBERIABANK CORPORATION	LAFAYETTE	LA	80.790	199	0.00	80.790	190	0.00	80.790	198	0.00	80.790	189	0.00
808176	Bank	1	IBERIABANK	LAFAYETTE	LA	80.790			80.790			80.790			80.790		

RSSDID	Type	Branches	Name	City	State	Pre Merger						Post Merger					
						Unweighted			Weighted ***			Unweighted			Weighted ***		
						Deposits**	Rank	%	Deposits	Rank	%	Deposits**	Rank	%	Deposits	Rank	%
1074156	BHC	2	BB&T CORPORATION	WINSTON-SALEM	NC	78.412	200	0.00	78.412	191	0.00	78.412	199	0.00	78.412	190	0.00
852320	Bank	2	BRANCH BANKING AND TRUST COMPANY	WINSTON-SALEM	NC	78.412			78.412			78.412			78.412		
70218	Bank	2	UNITED ORIENT BANK	NEW YORK	NY	75.245	201	0.00	75.245	192	0.00	75.245	200	0.00	75.245	191	0.00
3595084	BHC	2	PACIFIC CITY FINANCIAL CORPORATION	LOS ANGELES	CA	73.883	202	0.00	73.883	193	0.00	73.883	201	0.00	73.883	192	0.00
3212402	Bank	2	PACIFIC CITY BANK	LOS ANGELES	CA	73.883			73.883			73.883			73.883		
3793125	SLHC	1	COMMUNITY FSB HOLDING COMPANY	WOODHAVEN	NY	144.315	184	0.01	72.158	194	0.00	144.315	183	0.01	72.158	193	0.00
3040418	Thrift	1	COMMUNITY FEDERAL SAVINGS BANK	WOODHAVEN	NY	144.315			72.158			144.315			72.158		
2589732	BHC	1	KINDERHOOK BANK CORP.	KINDERHOOK	NY	68.482	204	0.00	68.482	195	0.00	68.482	203	0.00	68.482	194	0.00
313401	Bank	1	NATIONAL UNION BANK OF KINDERHOOK, THE	KINDERHOOK	NY	68.482			68.482			68.482			68.482		
1139541	BHC	1	PEOPLES FINANCIAL SERVICES CORPORATION	SCRANTON	PA	60.941	205	0.00	60.941	196	0.00	60.941	204	0.00	60.941	195	0.00
278818	Bank	1	PEOPLES SECURITY BANK AND TRUST COMPANY	SCRANTON	PA	60.941			60.941			60.941			60.941		
3844269	SLHC	2	WSFS FINANCIAL CORPORATION	WILMINGTON	DE	109.995	190	0.01	54.998	197	0.00	109.995	189	0.01	54.998	196	0.00
437914	Thrift	2	WILMINGTON SAVINGS FUND SOCIETY, FSB	WILMINGTON	DE	109.995			54.998			109.995			54.998		
562076	Thrift	3	CHINATOWN FEDERAL SAVINGS BANK	NEW YORK	NY	99.748	192	0.01	49.874	198	0.00	99.748	191	0.01	49.874	197	0.00
2900261	BHC	2	HANMI FINANCIAL CORPORATION	LOS ANGELES	CA	48.581	206	0.00	48.581	199	0.00	48.581	205	0.00	48.581	198	0.00
657365	Bank	2	HANMI BANK	LOS ANGELES	CA	48.581			48.581			48.581			48.581		
565170	Thrift	1	FIRST FEDERAL SAVINGS OF MIDDLETOWN	MIDDLETOWN	NY	92.793	193	0.00	46.396	200	0.00	92.793	192	0.00	46.396	199	0.00
657178	Thrift	2	SCHUYLER SAVINGS BANK	KEARNY	NJ	89.854	194	0.00	44.927	201	0.00	89.854	193	0.00	44.927	200	0.00
1144107	BHC	2	HONAT BANCORP, INC.	HONESDALE	PA	43.655	207	0.00	43.655	202	0.00	43.655	206	0.00	43.655	201	0.00
465618	Bank	2	HONESDALE NATIONAL BANK, THE	HONESDALE	PA	43.655			43.655			43.655			43.655		
564678	Thrift	2	GSL SAVINGS BANK	GUTTENBERG	NJ	81.684	195	0.00	40.842	203	0.00	81.684	194	0.00	40.842	202	0.00
670775	Thrift	3	GIBRALTAR BANK	PARSIPPANY	NJ	81.470	196	0.00	40.735	204	0.00	81.470	195	0.00	40.735	203	0.00
65205	Thrift	2	TORRINGTON SAVINGS BANK, THE	TORRINGTON	CT	81.282	198	0.00	40.641	205	0.00	81.282	197	0.00	40.641	204	0.00
3005332	BHC	1	F.N.B. CORPORATION	PITTSBURGH	PA	36.907	208	0.00	36.907	206	0.00	36.907	207	0.00	36.907	205	0.00
379920	Bank	1	FIRST NATIONAL BANK OF PENNSYLVANIA	GREENVILLE	PA	36.907			36.907			36.907			36.907		
4495220	SLHC	1	SUNNYSIDE BANCORP, INC.	IRVINGTON	NY	68.527	203	0.00	34.264	207	0.00	68.527	202	0.00	34.264	206	0.00
516873	Thrift	1	SUNNYSIDE FEDERAL SAVINGS AND LOAN ASSOCIATION OF IRVINGTON	IRVINGTON	NY	68.527			34.264			68.527			34.264		

RSSDID	Type	Branches	Name	City	State	Pre Merger						Post Merger					
						Unweighted			Weighted ***			Unweighted			Weighted ***		
						Deposits**	Rank	%	Deposits	Rank	%	Deposits**	Rank	%	Deposits	Rank	%
1048867	BHC	1	COMMUNITY BANK SYSTEM, INC.	DE WITT	NY	31.046	209	0.00	31.046	208	0.00	31.046	208	0.00	31.046	207	0.00
202907	Bank	1	COMMUNITY BANK, NATIONAL ASSOCIATION	CANTON	NY	31.046			31.046			31.046			31.046		
2339759	BHC	1	IBC BANCORP, INC.	CHICAGO	IL	19.120	211	0.00	19.120	209	0.00	19.120	210	0.00	19.120	208	0.00
2006024	Bank	1	INTERNATIONAL BANK OF CHICAGO	CHICAGO	IL	19.120			19.120			19.120			19.120		
828473	Thrift	1	CITIZENS SAVINGS BANK	CLARKS SUMMIT	PA	29.854	210	0.00	14.927	210	0.00	29.854	209	0.00	14.927	209	0.00
449515	Bank	1	METROPOLITAN BANK AND TRUST COMPANY	NEW YORK	NY	10.575	212	0.00	10.575	211	0.00	10.575	211	0.00	10.575	210	0.00
4199229	BHC	3	WOODFOREST FINANCIAL GROUP EMPLOYEE STOCK OWNERSHIP PLAN (WITH 401(K) PROVISIONS) (AMENDED AND RESTATED EFF. 03/01/06)	THE WOODLANDS	TX	8.218	213	0.00	8.218	212	0.00	8.218	212	0.00	8.218	211	0.00
412751	Bank	3	WOODFOREST NATIONAL BANK	THE WOODLANDS	TX	8.218			8.218			8.218			8.218		
2107707	BHC	1	DICKINSON FINANCIAL CORPORATION II	KANSAS CITY	MO	6.458	214	0.00	6.458	213	0.00	6.458	213	0.00	6.458	212	0.00
983457	Bank	1	ARMED FORCES BANK, NATIONAL ASSOCIATION	FORT LEAVENWORTH	KS	6.458			6.458			6.458			6.458		
3852031	SLHC	2	STERLING BANCORP, INC.	SOUTHFIELD	MI	5.618	215	0.00	2.809	214	0.00	5.618	214	0.00	2.809	213	0.00
979375	Thrift	2	STERLING BANK AND TRUST, FSB	SOUTHFIELD	MI	5.618			2.809			5.618			2.809		
3818804	SLHC	1	BEAL FINANCIAL CORPORATION	PLANO	TX	0.128	217	0.00	0.064	215	0.00	0.128	216	0.00	0.064	214	0.00
1176881	Thrift	1	BEAL BANK, SSB	PLANO	TX	0.128			0.064			0.128			0.064		
2380443	BHC	2	GOLDMAN SACHS GROUP, INC., THE	NEW YORK	NY	104,519.000	6	5.46	0.000	216	0.00	104,519.000	6	5.46	0.000	215	0.00
2182786	Bank	2	GOLDMAN SACHS BANK USA	NEW YORK	NY	104,519.000			0.000			104,519.000			0.000		
3284397	Bank	2	BEAL BANK USA	LAS VEGAS	NV	1.480	216	0.00	0.000	217	0.00	1.480	215	0.00	0.000	216	0.00
3583700	BHC	1	AMG NATIONAL CORP.	GREENWOOD VILLAGE	CO	0.000	218	0.00	0.000	218	0.00	0.000	217	0.00	0.000	217	0.00
3015939	Bank	1	AMG NATIONAL TRUST BANK	BOULDER	CO	0.000			0.000			0.000			0.000		
4923497	BHC	1	ATLANTIC COMMUNITY BANCSHARES INC	CAMP HILL	PA	0.000	219	0.00	0.000	219	0.00	0.000	218	0.00	0.000	218	0.00
959715	Bank	1	ATLANTIC COMMUNITY BANKERS BANK	CAMP HILL	PA	0.000			0.000			0.000			0.000		
2254508	BHC	1	CB&T HOLDING CORPORATION	NEW ORLEANS	LA	0.000	220	0.00	0.000	220	0.00	0.000	219	0.00	0.000	219	0.00
1885932	Bank	1	CRESCENT BANK & TRUST	NEW ORLEANS	LA	0.000			0.000			0.000			0.000		
975751	Bank	1	CIBC NATIONAL TRUST COMPANY	ATLANTA	GA	0.000	221	0.00	0.000	221	0.00	0.000	220	0.00	0.000	220	0.00
1199844	BHC	1	COMERICA INCORPORATED	DALLAS	TX	0.000	222	0.00	0.000	222	0.00	0.000	221	0.00	0.000	221	0.00
60143	Bank	1	COMERICA BANK	DALLAS	TX	0.000			0.000			0.000			0.000		

RSSDID	Type	Branches	Name	City	State	Pre Merger						Post Merger					
						Unweighted			Weighted ***			Unweighted			Weighted ***		
						Deposits**	Rank	%	Deposits	Rank	%	Deposits**	Rank	%	Deposits	Rank	%
5215715	BHC	1	GRASSHOPPER BANCORP, INC.	NEW YORK	NY	0.000	223	0.00	0.000	223	0.00	0.000	222	0.00	0.000	222	0.00
5210989	Bank	1	GRASSHOPPER BANK, N.A.	NEW YORK	NY	0.000			0.000			0.000			0.000		
2795083	BHC	4	MHBC INVESTMENTS LIMITED PARTNERSHIP I LLLP	ENGLAND	AR	0.000	224	0.00	0.000	224	0.00	0.000	223	0.00	0.000	223	0.00
244149	Bank	4	BANK OF ENGLAND	ENGLAND	AR	0.000			0.000			0.000			0.000		
3792687	SLHC	1	TIAA BOARD OF OVERSEERS	NEW YORK	NY	0.000	225	0.00	0.000	225	0.00	0.000	224	0.00	0.000	224	0.00
2735146	Thrift	1	TIAA FSB	JACKSONVILLE	FL	0.000			0.000			0.000			0.000		
Totals:						1,914,276.07		100.0	1,790,619.98		100.0	1,914,276.07		100.0	1,792,569.96		100.0
						7		0	4		0	7		0	1		0

**Notes:**

\* The geographic market is defined as: Fairfield County, CT;

Bethlehem, Bridgewater, Canaan, Cornwall, Goshen, Kent, Litchfield, Morris, New Milford, North Canaan, Plymouth, Roxbury, Salisbury, Sharon, Thomaston, Warren, Washington, Watertown, and Woodbury towns in Litchfield County, CT;

Ansonia, Beacon Falls, Bethany, Cheshire, Derby, Hamden, Meriden, Middlebury, Milford, Naugatuck, North Haven, Orange, Oxford, Prospect, Seymour, Southbury, Wallingford, Waterbury, Wolcott, and Woodbridge in New Haven County, CT;

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster and Westchester Counties, NY; Hudson city, Ancram, Clermont, Copake, Gallatin, Germantown, Greenport, Livingston, and Taghkanic towns in Columbia County, NY;

Catskill, Halcott, Hunter, and Lexington towns in Greene County, NY;

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, and Union Counties, NJ;

Pemberton and Wrightstown boroughs, Bass River, New Hanover, North Hanover, Pemberton, Shamong, Southampton, Tabernacle, Washington, and Woodland townships in Burlington County, NJ;

Hightstown, Hopewell, Pennington, Princeton boroughs, East Windsor, Ewing, Hopewell, Lawrence, Princeton, Robbinsville, and West Windsor townships in Mercer County, NJ;

Washington borough, Belvidere and Hackettstown towns, Allamuchy, Blairstown, Franklin, Frelinghuysen, Greenwich, Hardwick, Harmony, Hope, Independence, Knowlton,

Liberty, Lopatcong, Mansfield, Oxford, Washington, and White townships in Warren County, NJ;

Pike County, PA;

Delaware Water Gap, East Stroudsburg, Mount Pocono, and Stroudsburg boroughs, Barrett, Coolbaugh, Middle Smithfield, Paradise, Pocono, Price, Smithfield, and Stroud townships in Monroe County, PA; and

Hawley borough, Berlin, Damascus, Dreher, Lebanon, Manchester, Oregon, Palmyra, Paupack, Salem, and Sterling townships in Wayne County, PA.

\*\* Financial data (in millions of dollars) is as of Jun. 30, 2018, and reflects currently known ownership structure.

**\*\*\* Deposits of thrift institutions are weighted at 50 percent, unless otherwise noted. Deposits of thrift subsidiaries of commercial banking organizations, however, are weighted at 100 percent.**

**EXHIBIT 4**

**Call Report for Columbia Bank for the Quarter Ended March 31, 2019**

## Federal Financial Institutions Examination Council

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### Consolidated Reports of Condition and Income for A Bank With Domestic Offices Only - FFIEC 041

Institution Name	<b>COLUMBIA BANK</b>
City	<b>FAIR LAWN</b>
State	<b>NJ</b>
Zip Code	<b>07410</b>
Call Report Report Date	<b>3/31/2019</b>
Report Type	<b>041</b>
RSSD-ID	<b>174572</b>
FDIC Certificate Number	<b>28834</b>
OCC Charter Number	<b>702454</b>
ABA Routing Number	<b>221271935</b>
Last updated on	<b>5/13/2019</b>



# Consolidated Reports of Condition and Income for A Bank With Domestic Offices Only - FFIEC 041

## Report at the close of business March 31, 2019

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).

(20190331)  
(RCON 9999)

Unless the context indicates otherwise, the term "bank" in this report form refers to both banks and savings associations.

This report form is to be filed by banks with branches and consolidated subsidiaries in U.S. territories and possessions, Edge or Agreement subsidiaries, foreign branches, consolidated foreign subsidiaries, or International Banking Facilities.

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.

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.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting

\_\_\_\_\_  
Signature of Chief Financial Officer (or Equivalent)

\_\_\_\_\_  
Director (Trustee)

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
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.

FDIC Certificate Number **28834** (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.

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@ffiec.gov](mailto:CDR.Help@ffiec.gov).

## COLUMBIA BANK

Legal Title of Bank (RSSD 9017)

## FAIR LAWN

City (RSSD 9130)

**NJ**

State Abbreviation (RSSD 9200)

**07410**

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 - FFIEC 041

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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.

Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, Office of the Comptroller of the Currency

**Legend:** NR - Not Reported, CONF - Confidential

## 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)

## Schedule RI - Income Statement

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	21,615	1.a.1.a.
b. All other loans secured by real estate.....	RIAD4436	26,733	1.a.1.b.
2. Commercial and industrial loans.....	RIAD4012	4,060	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	23	1.a.3.b.
4. Not applicable			1.a.4.
5. All other loans <sup>1</sup> .....	RIAD4058	0	1.a.5.
6. Total interest and fee income on loans (sum of items 1.a.(1)(a) through 1.a.(5)).....	RIAD4010	52,431	1.a.6.
b. Income from lease financing receivables.....	RIAD4065	0	1.b.
c. Interest income on balances due from depository institutions <sup>2</sup> .....	RIAD4115	89	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	553	1.d.1.
2. Mortgage-backed securities.....	RIADB489	8,316	1.d.2.
3. All other securities (includes securities issued by states and political subdivisions in the U.S.).....	RIAD4060	680	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	972	1.g.
h. Total interest income (sum of items 1.a.(6) through 1.g.).....	RIAD4107	63,041	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	398	2.a.1.
2. Nontransaction accounts:			2.a.2.
a. Savings deposits (includes MMDAs).....	RIAD0093	4,625	2.a.2.a.
b. Time deposits of \$250,000 or less.....	RIADHK03	7,357	2.a.2.b.
c. Time deposits of more than \$250,000.....	RIADHK04	1,469	2.a.2.c.
b. Expense of federal funds purchased and securities sold under agreements to repurchase.....	RIAD4180	0	2.b.
c. Interest on trading liabilities and other borrowed money.....	RIAD4185	7,355	2.c.
d. Interest on subordinated notes and debentures.....	RIAD4200	0	2.d.
e. Total interest expense (sum of items 2.a through 2.d.).....	RIAD4073	21,204	2.e.
3. Net interest income (item 1.h minus 2.e.).....	RIAD4074	41,837	3.
4. Provision for loan and lease losses <sup>1</sup> .....	RIADJJ33	436	4.
5. Noninterest income:			5.
a. Income from fiduciary activities <sup>2</sup> .....	RIAD4070	0	5.a.
b. Service charges on deposit accounts.....	RIAD4080	1,036	5.b.
c. Trading revenue <sup>3</sup> .....	RIADA220	0	5.c.
d. Not available			5.d.
1. Fees and commissions from securities brokerage.....	RIADC886	37	5.d.1.
2. Investment banking, advisory, and underwriting fees and commissions.....	RIADC888	78	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 "Other loans."

2. Includes interest income on time certificates of deposit not held for trading.

1. Institutions that have adopted ASU 2016-13 should report the provisions for credit losses for all financial assets that fall within the scope of the standard in item 4.

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. For banks required to complete Schedule RI, Memorandum item 8, trading revenue reported in Schedule RI, item 5.c, must equal the sum of Memorandum items 8.a through 8.e.

Dollar amounts in thousands

3. Fees and commissions from annuity sales.....	RIADC887	<b>43</b>	5.d.3.
4. Underwriting income from insurance and reinsurance activities.....	RIADC386	<b>0</b>	5.d.4.
5. Income from other insurance activities.....	RIADC387	<b>1,041</b>	5.d.5.
e. Venture capital revenue.....	RIADB491	<b>0</b>	5.e.
f. Net servicing fees.....	RIADB492	<b>248</b>	5.f.
g. Net securitization income.....	RIADB493	<b>0</b>	5.g.
h. Not applicable			5.h.
i. Net gains (losses) on sales of loans and leases.....	RIAD5416	<b>132</b>	5.i.
j. Net gains (losses) on sales of other real estate owned.....	RIAD5415	<b>-1</b>	5.j.
k. Net gains (losses) on sales of other assets <sup>4</sup> .....	RIADB496	<b>0</b>	5.k.
l. Other noninterest income <sup>*</sup> .....	RIADB497	<b>2,771</b>	5.l.
m. Total noninterest income (sum of items 5.a through 5.l.).....	RIAD4079	<b>5,385</b>	5.m.
6. Not available			6.
a. Realized gains (losses) on held-to-maturity securities.....	RIAD3521	<b>0</b>	6.a.
b. Realized gains (losses) on available-for-sale securities.....	RIAD3196	<b>0</b>	6.b.
7. Noninterest expense:			7.
a. Salaries and employee benefits.....	RIAD4135	<b>18,824</b>	7.a.
b. Expenses of premises and fixed assets (net of rental income) (excluding salaries and employee benefits and mortgage interest).....	RIAD4217	<b>3,791</b>	7.b.
c. Not available			7.c.
1. Goodwill impairment losses.....	RIADC216	<b>0</b>	7.c.1.
2. Amortization expense and impairment losses for other intangible assets.....	RIADC232	<b>0</b>	7.c.2.
d. Other noninterest expense <sup>*</sup> .....	RIAD4092	<b>6,480</b>	7.d.
e. Total noninterest expense (sum of items 7.a through 7.d.).....	RIAD4093	<b>29,095</b>	7.e.
8. Not available			8.
a. Income (loss) before 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	<b>17,691</b>	8.a.
b. Unrealized holding gains (losses) on equity securities not held for trading <sup>5</sup> .....	RIADHT70	<b>86</b>	8.b.
c. Income (loss) before applicable income taxes and discontinued operations (sum of items 8.a and 8.b).....	RIAD4301	<b>17,777</b>	8.c.
9. Applicable income taxes (on item 8.c).....	RIAD4302	<b>3,379</b>	9.
10. Income (loss) before discontinued operations (item 8.c minus item 9).....	RIAD4300	<b>14,398</b>	10.
11. Discontinued operations, net of applicable income taxes (Describe on Schedule RI-E - Explanations) <sup>*</sup> .....	RIADFT28	<b>0</b>	11.
12. Net income (loss) attributable to bank and noncontrolling (minority) interests (sum of items 10 and 11).....	RIADG104	<b>14,398</b>	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	<b>0</b>	13.
14. Net income (loss) attributable to bank (item 12 minus item 13).....	RIAD4340	<b>14,398</b>	14.
1. Interest expense incurred to carry tax-exempt securities, loans, and leases acquired after August 7, 1986, that is not deductible for federal income tax purposes.....	RIAD4513	<b>0</b>	M.1.
<i>Memorandum item 2 is to be completed by banks with \$1 billion or more in total assets</i>			
2. Income from the sale and servicing of mutual funds and annuities (included in Schedule RI, item 8) <sup>1</sup> .....	RIAD8431	<b>0</b>	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	<b>0</b>	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	<b>4</b>	M.4.
5. Number of full-time equivalent employees at end of current period (round to nearest whole number).....	RIAD4150	<b>596</b>	M.5.

4. Exclude net gains (losses) on sales of trading assets and held-to-maturity and available-for-sale securities.

\*. Describe on Schedule RI-E-Explanations

\*. Describe on Schedule RI-E - Explanations.

5. Item 8.b is to be completed only by institutions that have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities. See the instructions for further detail on ASU 2016-01.

1. The asset size tests and the 5 percent of total loans test are based on the total assets and total loans reported in the June 30, 2018, Report of Condition.

Dollar amounts in thousands

<i>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 product and other loans to farmers (Schedule RC-C, Part I, item 3) exceeding 5 percent of total loans</i>	RIAD4024	<b>0</b>	M.6.
6. Interest and fee income on loans to finance agricultural production and other loans to farmers (included in Schedule RI, item 1.a.(5)) <sup>1</sup> .....			
7. If the reporting institution has applied pushdown accounting this calendar year, report the date of the institution's acquisition (see instructions) <sup>2</sup> .....	RIAD9106	<b>0</b>	M.7.
8. Not applicable			M.8.
<i>Memorandum items 9.a and 9.b are to be completed by banks with \$10 billion or more in total assets.</i>			
9. Net gains (losses) recognized in earnings on credit derivatives that economically hedge credit exposures held outside the trading account: <sup>1</sup>			M.9.
a. Net gains (losses) on credit derivatives held for trading.....	RIADC889	<b>NR</b>	M.9.a.
b. Net gains (losses) on credit derivatives held for purposes other than trading.....	RIADC890	<b>NR</b>	M.9.b.
<i>Memorandum item 10 is to be completed by banks with \$300 million or more in total assets.</i>			
10. Credit losses on derivatives (see instructions) <sup>1</sup> .....	RIADA251	<b>0</b>	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	<b>No</b>	M.11.
<i>Memorandum item 12 is to be completed by banks that are required to complete Schedule RC-C, Part I, Memorandum items 8.b and 8.c and is to be completed semiannually in the June and December reports only.</i>			
12. Noncash income from negative amortization on closed-end loans secured by 1-4 family residential properties (included in Schedule RI, item 1.a.(1)(a)).....	RIADF228	<b>NR</b>	M.12.
<i>Memorandum item 13 is to be completed by banks that have elected to account for assets and liabilities under a fair value option.</i>			
13. Net gains (losses) recognized in earnings on assets and liabilities that are reported at fair value under a fair value option:			M.13.
a. Net gains (losses) on assets.....	RIADF551	<b>NR</b>	M.13.a.
1. Estimated net gains (losses) on loans attributable to changes in instrument-specific credit risk.....	RIADF552	<b>NR</b>	M.13.a.1.
b. Net gains (losses) on liabilities.....	RIADF553	<b>NR</b>	M.13.b.
1. Estimated net gains (losses) on liabilities attributable to changes in instrument-specific credit risk.....	RIADF554	<b>NR</b>	M.13.b.1.
14. Other-than-temporary impairment losses on held-to-maturity and available-for-sale debt securities recognized in earnings (included in Schedule RI, items 6.a and 6.b) <sup>2</sup> .....	RIADJ321	<b>0</b>	M.14.
<i>Memorandum item 15 is to be completed by institutions with \$1 billion or more in total assets that answered "Yes" to Schedule RC-E, Memorandum item 5.</i>			
15. Components of service charges on deposit accounts in domestic offices (sum of Memorandum items 15.a through 15.d must equal Schedule RI, item 5.b): <sup>1</sup>			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	<b>508</b>	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	<b>64</b>	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	<b>77</b>	M.15.c.
d. All other service charges on deposit accounts.....	RIADH035	<b>388</b>	M.15.d.

1. The asset size tests and the 5 percent of total loans test are based on the total assets and total loans reported in the June 30, 2018, Report of Condition.  
 2. Report the date in YYYYMMDD format. For example, a bank acquired on March 1, 2019, would report 20190301.  
 1. The asset size tests and the 5 percent of total loans test are based on the total assets and total loans reported in the June 30, 2018, Report of Condition.  
 1. The asset size tests and the 5 percent of total loans test are based on the total assets and total loans reported in the June 30, 2018, Report of Condition.  
 2. Memorandum item 14 is to be completed only by institutions that have not adopted ASU 2016-13.  
 1. The \$1 billion asset-size test is based on the total assets reported on the June 30, 2018, Report of Condition.

## Schedule RI-A - Changes in Bank Equity Capital

Dollar amounts in thousands

1. Total bank equity capital most recently reported for the December 31, 2018, Reports of Condition and Income (i.e., after adjustments from amended Reports of Income).....	RIAD3217	<b>764,633</b>	1.
2. Cumulative effect of changes in accounting principles and corrections of material accounting errors * .....	RIADB507	<b>0</b>	2.
3. Balance end of previous calendar year as restated (sum of items 1 and 2).....	RIADB508	<b>764,633</b>	3.
4. Net income (loss) attributable to bank (must equal Schedule RI, item 14).....	RIAD4340	<b>14,398</b>	4.
5. Sale, conversion, acquisition, or retirement of capital stock, net (excluding treasury stock transactions).....	RIADB509	<b>902</b>	5.
6. Treasury stock transactions, net.....	RIADB510	<b>0</b>	6.
7. Changes incident to business combinations, net.....	RIAD4356	<b>0</b>	7.
8. LESS: Cash dividends declared on preferred stock.....	RIAD4470	<b>0</b>	8.
9. LESS: Cash dividends declared on common stock.....	RIAD4460	<b>25,000</b>	9.
10. Other comprehensive income <sup>1</sup> .....	RIADB511	<b>6,625</b>	10.
11. Other transactions with stockholders (including a parent holding company) (not included in items 5, 6, 8, or 9 above) * .....	RIAD4415	<b>0</b>	11.
12. Total bank equity capital end of current period (sum of items 3 through 11) (must equal Schedule RC, item 27.a)..	RIAD3210	<b>761,558</b>	12.

\*. Describe on Schedule RI-E -- Explanations.

1. Includes, but is not limited to, changes in net unrealized holding gains (losses) on available-for-sale 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.

## Schedule RI-B Part I - Charge-offs and Recoveries on Loans and Leases

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	23		1.c.2.a.
b. Secured by junior liens.....	RIADC235	80	RIADC218	6		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	268	RIAD4608	312		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	0	RIADK206	0		5.c.
6. Not applicable						6.
7. All other loans <sup>2</sup> .....	RIAD4644	0	RIAD4628	0		7.
8. Lease financing receivables.....	RIAD4266	0	RIAD4267	0		8.
9. Total (sum of items 1 through 8).....	RIAD4635	348	RIAD4605	341		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 available						M.2.
<i>Memorandum items 2.a. through 2.d. are to be completed by banks with \$300 million or more in total assets:</i>						
a. Loans secured by real estate to non-U.S. addressees (domicile) (included in Schedule RI-B, part I, item 1, above) <sup>2</sup> .....	RIAD4652	0	RIAD4662	0		M.2.a.
b. Not applicable						M.2.b.
c. Commercial and industrial loans to non-U.S. addressees (domicile) (included in Schedule RI-B, part I, item 4, above).....	RIAD4646	0	RIAD4618	0		M.2.c.
d. Leases to individuals for household, family, and other personal expenditures (included in Schedule RI-B, part I, item 8, above).....	RIADF185	0	RIADF187	0		M.2.d.
<i>Memorandum item 3 are to be completed by:</i>						
* 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) <sup>2</sup> .....	RIAD4655	0	RIAD4665	0		M.3.

Dollar amounts in thousands

*Memorandum item 4 is to be completed by banks that (1) together with affiliated institutions, have outstanding credit card receivables (as defined in the instructions) that exceed \$500 million as of the report date, or (2) are credit card specialty banks as defined for Uniform Bank Performance Report purposes.*

4. Uncollectible retail credit card fees and finance charges reversed against income (i.e., not included in charge-offs against the allowance for loan and lease losses)<sup>3</sup>.....

RIADC388	NR	M.4.
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## Schedule RI-B Part II - Changes in Allowances for Credit Losses

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, 2018, Reports of Condition and Income (i.e., after adjustments from amended Reports of Income).....	RIADB522	<b>62,342</b>	RIADJH88	<b>NR</b>	RIADJH94	<b>NR</b>	1.
2. Recoveries (column A must equal Part I, item 9, column B, above).....	RIAD4605	<b>341</b>	RIADJH89	<b>NR</b>	RIADJH95	<b>NR</b>	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	<b>348</b>	RIADJH92	<b>NR</b>	RIADJH98	<b>NR</b>	3.
4. LESS: Write-downs arising from transfers of financial assets <sup>3</sup> .....	RIAD5523	<b>0</b>	RIADJJ00	<b>NR</b>	RIADJJ01	<b>NR</b>	4.
5. Provisions for credit losses <sup>4</sup> .....	RIAD4230	<b>436</b>	RIADJH90	<b>NR</b>	RIADJH96	<b>NR</b>	5.
6. Adjustments (see instructions for this schedule) <sup>*</sup> .....	RIADC233	<b>0</b>	RIADJH91	<b>NR</b>	RIADJH97	<b>NR</b>	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	<b>62,771</b>	RIADJH93	<b>NR</b>	RIADJH99	<b>NR</b>	7.

Dollar amounts in thousands			
1. Allocated transfer risk reserve included in Schedule RI-8, Part II, item 7, column A, above.....	RIADC435	<b>NR</b>	M.1.
<i>Memorandum items 2 and 3 are to be completed by banks that (1) together with affiliated institutions, have outstanding credit card receivables (as defined in the instructions) that exceed \$500 million as of the report date, or (2) are credit card specialty banks as defined for Uniform Bank Performance Report purposes.</i>	RIADC389	<b>NR</b>	M.2.
2. Separate valuation allowance for uncollectible retail credit card fees and finance charges.....	RIADC390	<b>NR</b>	M.3.
3. Amount of allowance for loan and lease losses attributable to retail credit card fees and finance charges <sup>1</sup> .....	RIADC781	<b>0</b>	M.4.
4. Amount of allowance for post-acquisition credit losses on purchased credit-impaired loans accounted for in accordance with FASB ASC 310-30 (former AICPA Statement of Position 03-3) (included in Schedule RI-B, Part II, item 7, column A, above) <sup>2</sup> .....	RIADJJ02	<b>NR</b>	M.5.
5. Provisions for credit losses on other financial assets measured at amortized cost (not included in item 5, above) <sup>3</sup> ...	RCONJJ03	<b>NR</b>	M.6.
6. Allowance for credit losses on other financial assets measured at amortized cost (not included in item 7, above) <sup>3</sup> ...			

2. Includes charge-offs and recoveries on "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, 2018, 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, 2018, Report of Condition.

3. Institutions that have adopted ASU 2016-13 should report in Memorandum item 4 uncollectible retail credit card fees and finance charges reversed against income (i.e. not included in charge-offs against the allowance for credit losses on loans and leases).

3. Institutions that have not yet adopted ASU 2016-13 should report write-downs arising from transfers of loans to a held-for-sale account in item 4, column A.

4. Institutions that have not yet adopted ASU 2016-13 should report the provision for loan and lease losses in item 5, column A and the amount reported must equal Schedule RI, item 4.

\*. Describe on Schedule RI-E - Explanations.

1. Institutions that have adopted ASU 2016-13 should report in Memorandum item 3 the amount of allowance for credit losses on loans and leases attributable to retail credit card fees and finance charges.

2. Memorandum item 4 is to be completed only by institutions that have not yet adopted ASU 2016-13.

3. Memorandum items 5 and 6 are to be completed only by institutions that have adopted ASU 2016-13.

3. Memorandum items 5 and 6 are to be completed only by institutions that have adopted ASU 2016-13.



## Schedule RI-C Part I - Disaggregated Data on the Allowance for Loan and Lease Losses

Schedule RI-C is to be completed by institutions with \$1 billion or more in total assets

	(Column A) Recorded Investment: Individually Evaluated for Impairment and Determined to be Impaired (ASC 310-10-35)	(Column B) Allowance Balance: Individually Evaluated for Impairment and Determined to be Impaired (ASC 310-10-35)	(Column C) Recorded Investment: Collectively Evaluated for Impairment (ASC 450-20)	(Column D) Allowance Balance: Collectively Evaluated for Impairment (ASC 450-20)	(Column E) Recorded Investment: Purchased Credit-Impaired Loans (ASC 310-30)	(Column F) Allowance Balance: Purchased Credit-Impaired Loans (ASC 310-30)	
Dollar amounts in thousands							
1. Real estate loans:							1.
a. Construction loans.....	RCONM708 1,700	RCONM709 381	RCONM710 305,397	RCONM711 8,652	RCONM712 0	RCONM713 0	1.a.
b. Commercial real estate loans.....	RCONM714 2,671	RCONM715 1	RCONM716 2,126,608	RCONM717 20,985	RCONM719 0	RCONM720 0	1.b.
c. Residential real estate loans.....	RCONM721 11,159	RCONM722 550	RCONM723 2,220,567	RCONM724 19,971	RCONM725 0	RCONM726 0	1.c.
2. Commercial loans <sup>3</sup> .....	RCONM727 7,874	RCONM728 410	RCONM729 333,604	RCONM730 11,815	RCONM731 0	RCONM732 0	2.
3. Credit cards.....	RCONM733 0	RCONM734 0	RCONM735 0	RCONM736 0	RCONM737 0	RCONM738 0	3.
4. Other consumer loans.....	RCONM739 0	RCONM740 0	RCONM741 1,122	RCONM742 6	RCONM743 0	RCONM744 0	4.
5. Unallocated, if any.....				RCONM745 0			5.
6. Total (for each column, sum of items 1.a through 5) <sup>4</sup> .....	RCONM746 23,404	RCONM747 1,342	RCONM748 4,987,298	RCONM749 61,429	RCONM750 0	RCONM751 0	6.

3. 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.

4. The sum of item 6, columns B, D, and F, must equal Schedule RC, item 4.c. Item 6, column E, must equal Schedule RC-C, Part I, Memorandum item 7.b. Item 6, column F, must equal Schedule RI-B, Part II, Memorandum item 4.

## Schedule RI-C Part II - Disaggregated Data on the Allowances for Credit Losses

Dollar amounts in thousands		(Column A) Amortized Cost		(Column B) Allowance Balance	
1. Real estate loans:					
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 <sup>3</sup> .....	RCONJJ07	NR	RCONJJ15	NR	2.
3. Credit cards.....	RCONJJ08	NR	RCONJJ16	NR	3.
4. Other consumer loans.....	RCONJJ09	NR	RCONJJ17	NR	4.
5. Unallocated.....			RCONJJ18	NR	5.
6. Total (sum of items 1.a. through 5).....	RCONJJ11	NR	RCONJJ19	NR	6.

Dollar amounts in thousands			
7. Securities issued by states and political subdivisions in the U.S.....		RCONJJ20	NR
8. Total mortgage-backed securities (MBS) (including CMOs, REMICs and stripped MBS).....		RCONJJ21	NR
9. Asset-backed securities and structured financial products.....		RCONJJ23	NR
10. Other debt securities.....		RCONJJ24	NR
11. Total (sum of items 7 through 10) <sup>5</sup> .....		RCONJJ25	NR

## Schedule RI-E - Explanations

Schedule RI-E is to be completed each quarter on a calendar year-to-date basis.

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.)

Dollar amounts in thousands			
1. Other noninterest income (from Schedule RI, item 5.1) Itemize and describe amounts greater than \$100,000 that exceed 7 percent of Schedule RI, item 5.1:			
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	1,320	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	611	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) Miscellaneous Income	RIAD4461	309	1.h.1.
i. Disclose component and the dollar amount of that component:			1.i.
(TEXT4462) Swap Income	RIAD4462	286	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	638	2.a.
b. Advertising and marketing expenses.....	RIAD0497	1,379	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.

3. 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, Part II.  
 5. Item 11 must equal Schedule RI-B, Part II, item 7, column B.

Dollar amounts in thousands

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) Computer / Software Expense	RIAD4468	1,290	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. Effect of adoption of Current Expected Credit Losses Methodology - ASU 2016-13 <sup>1</sup> .....	RIADJJ26	NR	4.a.
b. Effect of adoption of lease accounting standard - ASC Topic 842.....	RIADKW17	0	4.b.
c. Disclose component and the dollar amount of that component:			4.c.
(TEXTB526) NR	RIADB526	0	4.c.1.
d. Disclose component and the dollar amount of that component:			4.d.
(TEXTB527) NR	RIADB527	0	4.d.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 allowance for loan and lease 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 on or after the effective date of ASU 2016-13 <sup>1</sup> .....	RIADJJ27	NR	6.a.
b. Effect of adoption of current expected credit losses methodology on allowances for credit losses on loans and leases held for investment and held-to-maturity debt securities <sup>1</sup> .....	RIADJJ28	NR	6.b.
c. Disclose component and the dollar amount of that component:			6.c.
(TEXT4521) NR	RIAD4521	0	6.c.1.
d. Disclose component and the dollar amount of that component:			6.d.
(TEXT4522) NR	RIAD4522	0	6.d.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.....	TEXT4769	NR	7.b.

1. Only institutions that have adopted ASU 2016-13 should report amounts in items 4.a, 6.a and 6.b, if applicable.  
 1. Only institutions that have adopted ASU 2016-13 should report amounts in items 4.a, 6.a and 6.b, if applicable.  
 1. Only institutions that have adopted ASU 2016-13 should report amounts in items 4.a, 6.a and 6.b, if applicable.

## Schedule RC - Balance Sheet

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 (from Schedule RC-A):			1.
a. Noninterest-bearing balances and currency and coin <sup>1</sup> .....	RCON0081	<b>62,417</b>	1.a.
b. Interest-bearing balances <sup>2</sup> .....	RCON0071	<b>2,598</b>	1.b.
2. Securities:			2.
a. Held-to-maturity securities (from Schedule RC-B, column A) <sup>3</sup> .....	RCONJJ34	<b>287,527</b>	2.a.
b. Available-for-sale securities (from Schedule RC-B, column D).....	RCON1773	<b>1,090,178</b>	2.b.
c. Equity securities with readily determinable fair values not held for trading <sup>4</sup> .....	RCONJA22	<b>556</b>	2.c.
3. Federal funds sold and securities purchased under agreements to resell:			3.
a. Federal funds sold.....	RCONB987	<b>0</b>	3.a.
b. Securities purchased under agreements to resell <sup>5</sup> .....	RCONB989	<b>0</b>	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			4.
a. Loans and leases held for sale.....	RCON5369	<b>0</b>	4.a.
b. Loans and leases held for investment.....	RCONB528	<b>5,010,702</b>	4.b.
c. LESS: Allowance for loan and lease losses.....	RCON3123	<b>62,771</b>	4.c.
d. Loans and leases held for investment, net of allowance (item 4.b minus 4.c) <sup>7</sup> .....	RCONB529	<b>4,947,931</b>	4.d.
5. Trading assets (from Schedule RC-D).....	RCON3545	<b>0</b>	5.
6. Premises and fixed assets (including capitalized leases).....	RCON2145	<b>58,291</b>	6.
7. Other real estate owned (from Schedule RC-M).....	RCON2150	<b>0</b>	7.
8. Investments in unconsolidated subsidiaries and associated companies.....	RCON2130	<b>0</b>	8.
9. Direct and indirect investments in real estate ventures.....	RCON3656	<b>0</b>	9.
10. Intangible assets (from Schedule RC-M).....	RCON2143	<b>6,106</b>	10.
11. Other assets (from Schedule RC-F) <sup>6</sup> .....	RCON2160	<b>355,066</b>	11.
12. Total assets (sum of items 1 through 11).....	RCON2170	<b>6,810,670</b>	12.
13. Deposits:			13.
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E).....	RCON2200	<b>4,819,170</b>	13.a.
1. Noninterest-bearing <sup>8</sup> .....	RCON6631	<b>955,263</b>	13.a.1.
2. Interest-bearing.....	RCON6636	<b>3,863,907</b>	13.a.2.
b. Not applicable			13.b.
14. Federal funds purchased and securities sold under agreements to repurchase:			14.
a. Federal funds purchased <sup>9</sup> .....	RCONB993	<b>0</b>	14.a.
b. Securities sold under agreements to repurchase <sup>10</sup> .....	RCONB995	<b>0</b>	14.b.
15. Trading liabilities (from Schedule RC-D).....	RCON3548	<b>0</b>	15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M).....	RCON3190	<b>1,143,074</b>	16.
17. Not applicable			17.
18. Not applicable			18.
19. Subordinated notes and debentures <sup>8</sup> .....	RCON3200	<b>0</b>	19.
20. Other liabilities (from Schedule RC-G).....	RCON2930	<b>86,838</b>	20.

1. Includes cash items in process of collection and unposted debits.
2. Includes time certificates of deposit not held for trading.
3. Institutions that have adopted ASU 2016-13 should report in item 2.a, amounts net of any applicable allowance for credit losses, and should equal to 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 only by institutions that have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities. See the instructions for further detail on ASU 2016-01.
5. Includes all securities resale agreements, regardless of maturity.
7. Institutions that have adopted ASU 2016-13 should report in item 4.c the allowance for credit losses on loans and leases.
6. Institutions that have adopted ASU 2016-13 should report in items 3.b and 11 amounts net of any applicable allowance for credit losses.
8. Includes noninterest-bearing demand, time, and savings deposits.
9. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
10. Includes all securities repurchase agreements, regardless of maturity.
8. Includes limited-life preferred stock and related surplus.

Dollar amounts in thousands

21. Total liabilities (sum of items 13 through 20).....	RCON2948	<b>6,049,082</b>	21.
22. Not applicable			22.
23. Perpetual preferred stock and related surplus.....	RCON3838	<b>0</b>	23.
24. Common stock.....	RCON3230	<b>0</b>	24.
25. Surplus (exclude all surplus related to preferred stock).....	RCON3839	<b>324,730</b>	25.
26. Not available			26.
a. Retained earnings.....	RCON3632	<b>546,513</b>	26.a.
b. Accumulated other comprehensive income <sup>1</sup> .....	RCONB530	<b>-65,820</b>	26.b.
c. Other equity capital components <sup>2</sup> .....	RCONA130	<b>-43,865</b>	26.c.
27. Not available			27.
a. Total bank equity capital (sum of items 23 through 26.c).....	RCON3210	<b>761,558</b>	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries.....	RCON3000	<b>30</b>	27.b.
28. Total equity capital (sum of items 27.a and 27.b).....	RCONG105	<b>761,588</b>	28.
29. Total liabilities and equity capital (sum of items 21 and 28).....	RCON3300	<b>6,810,670</b>	29.
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 2018.....	RCON6724	<b>2b</b>	M.1.
2. Bank's fiscal year-end date (report the date in MMDD format).....	RCON8678	<b>1231</b>	M.2.

## Schedule RC-A - Cash and Balances Due From Depository Institutions

Schedule RC-A is to be completed only by banks with \$300 million or more in total assets.  
 Exclude assets held for trading.

Dollar amounts in thousands

1. Cash items in process of collection, unposted debits, and currency and coin:			1.
a. Cash items in process of collection and unposted debits.....	RCON0020	<b>42,323</b>	1.a.
b. Currency and coin.....	RCON0080	<b>19,803</b>	1.b.
2. Balances due from depository institutions in the U.S.....	RCON0082	<b>438</b>	2.
3. Balances due from banks in foreign countries and foreign central banks.....	RCON0070	<b>0</b>	3.
4. Balances due from Federal Reserve Banks.....	RCON0090	<b>2,451</b>	4.
5. Total.....	RCON0010	<b>65,015</b>	5.

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

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	49,880	RCON1287	49,829	1.
2. U.S. Government agency and sponsored agency obligations (exclude mortgage-backed securities) <sup>1</sup> .....	RCONHT50	33,405	RCONHT51	33,426	RCONHT52	4,741	RCONHT53	4,688	2.
3. Securities issued by states and political subdivisions in the U.S.....	RCON8496	0	RCON8497	0	RCON8498	190	RCON8499	190	3.
4. Mortgage-backed securities (MBS):									4.
a. Residential mortgage pass-through securities:									4.a.
1. Guaranteed by GNMA.....	RCONG300	34,032	RCONG301	33,375	RCONG302	80,203	RCONG303	81,312	4.a.1.
2. Issued by FNMA and FHLMC.....	RCONG304	105,074	RCONG305	104,447	RCONG306	426,483	RCONG307	428,423	4.a.2.
3. Other pass-through securities.....	RCONG308	0	RCONG309	0	RCONG310	0	RCONG311	0	4.a.3.
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 <sup>1</sup> .....	RCONG312	0	RCONG313	0	RCONG314	11,968	RCONG315	11,911	4.b.1.
2. Collateralized by MBS issued or guaranteed by U.S. Government agencies or sponsored agencies <sup>1</sup> .....	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	115,016	RCONK143	113,202	RCONK144	452,324	RCONK145	445,483	4.c.1a.
b. Other pass-through securities.....	RCONK146	0	RCONK147	0	RCONK148	0	RCONK149	0	4.c.1b.
2. Other commercial MBS:									4.c.2.
a. Issued or guaranteed by U.S. Government agencies or sponsored agencies <sup>1</sup> .....	RCONK150	0	RCONK151	0	RCONK152	0	RCONK153	0	4.c.2a.
b. All other commercial MBS.....	RCONK154	0	RCONK155	0	RCONK156	0	RCONK157	0	4.c.2b.
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	5,000	RCONHT61	4,537	5.b.
6. Other debt securities:									6.
a. Other domestic debt securities.....	RCON1737	0	RCON1738	0	RCON1739	64,493	RCON1741	63,805	6.a.
b. Other foreign debt securities.....	RCON1742	0	RCON1743	0	RCON1744	0	RCON1746	0	6.b.
7. Investments in mutual funds and other equity securities with readily determinable fair values <sup>2</sup> .....					RCONA510	NR	RCONA511	NR	7.
8. Total (sum of items 1 through 7) <sup>4</sup> .....	RCON1754	287,527	RCON1771	284,450	RCON1772	1,095,282	RCON1773	1,090,178	8.

Dollar amounts in thousands

1. Pledged securities <sup>1</sup> .....	RCON0416	<b>468,787</b>	M.1.
2. Maturity and repricing data for debt securities (excluding those in nonaccrual status):			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:			M.2.a.
1. Three months or less.....	RCONA549	<b>85,400</b>	M.2.a.1.
2. Over three months through 12 months.....	RCONA550	<b>95</b>	M.2.a.2.
3. Over one year through three years.....	RCONA551	<b>44,432</b>	M.2.a.3.
4. Over three years through five years.....	RCONA552	<b>80,646</b>	M.2.a.4.
5. Over five years through 15 years.....	RCONA553	<b>249,612</b>	M.2.a.5.
6. Over 15 years.....	RCONA554	<b>256,767</b>	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:			M.2.b.
1. Three months or less.....	RCONA555	<b>12,131</b>	M.2.b.1.
2. Over three months through 12 months.....	RCONA556	<b>12,392</b>	M.2.b.2.
3. Over one year through three years.....	RCONA557	<b>29,484</b>	M.2.b.3.
4. Over three years through five years.....	RCONA558	<b>66,666</b>	M.2.b.4.
5. Over five years through 15 years.....	RCONA559	<b>427,220</b>	M.2.b.5.
6. Over 15 years.....	RCONA560	<b>100,950</b>	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: <sup>6</sup>			M.2.c.
1. Three years or less.....	RCONA561	<b>0</b>	M.2.c.1.
2. Over three years.....	RCONA562	<b>11,911</b>	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	<b>95</b>	M.2.d.
<i>Memorandum item 3 is to be completed semiannually in the June and December reports only.</i>			
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	<b>NR</b>	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	<b>42,500</b>	M.4.a.
b. Fair value.....	RCON8783	<b>41,825</b>	M.4.b.

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).

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2. Report Federal Reserve stock, Federal Home Loan Bank stock, and bankers' bank stock in Schedule RC-F, item 4.

4. For institutions that have adopted ASU 2016-13, the total reported in column A must equal Schedule RC, item 2.a, plus Schedule RI-B, Part II, item 7, column B. For institutions that have not adopted ASU 2016-13, the total reported in column A must equal Schedule RC, item 2.a. For all institutions, the total reported in column D must equal Schedule RC, item 2.b.

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		
<i>Memorandum items 5.a through 5.f are to be completed by banks with \$10 billion or more in total assets.</i>									
5. Asset-backed securities (ABS) (for each column, sum of Memorandum items 5.a through 5.f must equal Schedule RC-B, item 5.a): <sup>1</sup>									M.5.
a. Credit card receivables.....	RCONB838	NR	RCONB839	NR	RCONB840	NR	RCONB841	NR	M5a.
b. Home equity lines.....	RCONB842	NR	RCONB843	NR	RCONB844	NR	RCONB845	NR	M5b.
c. Automobile loans.....	RCONB846	NR	RCONB847	NR	RCONB848	NR	RCONB849	NR	M5c.
d. Other consumer loans.....	RCONB850	NR	RCONB851	NR	RCONB852	NR	RCONB853	NR	M5d.
e. Commercial and industrial loans.....	RCONB854	NR	RCONB855	NR	RCONB856	NR	RCONB857	NR	M5e.
f. Other.....	RCONB858	NR	RCONB859	NR	RCONB860	NR	RCONB861	NR	M5.f.
<i>Memorandum items 6.a through 6.g are to be completed by banks with \$10 billion or more in total assets.</i>									
6. Structured financial products by underlying collateral or reference assets (for each column, sum of Memorandum items 6.a through 6.g must equal Schedule RC-B, item 5.b): <sup>1</sup>									M.6.
a. Trust preferred securities issued by financial institutions.....	RCONG348	NR	RCONG349	NR	RCONG350	NR	RCONG351	NR	M6a.
b. Trust preferred securities issued by real estate investment trusts.....	RCONG352	NR	RCONG353	NR	RCONG354	NR	RCONG355	NR	M6b.
c. Corporate and similar loans.....	RCONG356	NR	RCONG357	NR	RCONG358	NR	RCONG359	NR	M6c.
d. 1-4 family residential MBS issued or guaranteed by U.S. government-sponsored enterprises (GSEs).....	RCONG360	NR	RCONG361	NR	RCONG362	NR	RCONG363	NR	M6d.
e. 1-4 family residential MBS not issued or guaranteed by GSEs.....	RCONG364	NR	RCONG365	NR	RCONG366	NR	RCONG367	NR	M6e.
f. Diversified (mixed) pools of structured financial products.....	RCONG368	NR	RCONG369	NR	RCONG370	NR	RCONG371	NR	M6.f.
g. Other collateral or reference assets.....	RCONG372	NR	RCONG373	NR	RCONG374	NR	RCONG375	NR	M6g.

1. Includes held-to-maturity securities at amortized cost and available-for-sale securities at fair value.  
 6. Sum of Memorandum items 2.c.(1) and 2.c.(2) plus any nonaccrual "Other mortgage-backed securities" included in Schedule RC-N, item 9, column C, must equal Schedule RC-B, sum of items 4.b and 4.c.(2), columns A and D.  
 1. The \$10 billion asset size test is based on the total assets reported on the June 30, 2018, Report of Condition.  
 1. The \$10 billion asset size test is based on the total assets reported on the June 30, 2018, Report of Condition.



## Schedule RC-C Part I - Loans and Leases

Do not deduct the allowance for loan and lease losses 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		(Column A) To Be Completed by Banks with \$300 Million or More in Total Assets	(Column B) To Be Completed by All Banks	
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	99,443	1.a.1.
2. Other construction loans and all land development and other land loans.....		RCONF159	207,654	1.a.2.
b. Secured by farmland (including farm residential and other improvements).....		RCON1420	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.....		RCON1797	128,660	1.c.1.
2. Closed-end loans secured by 1-4 family residential properties:				1.c.2.
a. Secured by first liens.....		RCON5367	2,028,876	1.c.2.a.
b. Secured by junior liens.....		RCON5368	101,583	1.c.2.b.
d. Secured by multifamily (5 or more) residential properties.....		RCON1460	725,613	1.d.
e. Secured by nonfarm nonresidential properties:				1.e.
1. Loans secured by owner-occupied nonfarm nonresidential properties.....		RCONF160	260,891	1.e.1.
2. Loans secured by other nonfarm nonresidential properties.....		RCONF161	1,115,382	1.e.2.
2. Loans to depository institutions and acceptances of other banks.....		RCON1288	NR	2.
a. To commercial banks in the U.S.....	RCONB531	0		2.a.
b. To other depository institutions in the U.S.....	RCONB534	0		2.b.
c. To banks in foreign countries.....	RCONB535	0		2.c.
3. Loans to finance agricultural production and other loans to farmers.....		RCON1590	0	3.
4. Commercial and industrial loans.....		RCON1766	341,478	4.
a. To U.S. addressees (domicile).....	RCON1763	341,478		4.a.
b. To non-U.S. addressees (domicile).....	RCON1764	0		4.b.
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	418	6.b.
c. Automobile loans.....		RCONK137	238	6.c.
d. Other consumer loans (includes single payment and installment loans other than automobile loans and all student loans).....		RCONK207	467	6.d.
7. Not applicable				7.
8. Obligations (other than securities and leases) of states and political subdivisions in the U.S.....		RCON2107	0	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.
1. Loans for purchasing or carrying securities (secured and unsecured).....	RCON1545	0		9.b.1.
2. All other loans (exclude consumer loans).....	RCONJ451	0		9.b.2.
10. Lease financing receivables (net of unearned income).....		RCON2165	0	10.
a. Leases to individuals for household, family, and other personal expenditures (i.e., consumer leases).....	RCONF162	0		10.a.
b. All other leases.....	RCONF163	0		10.b.
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	5,010,703	12.

Dollar amounts in thousands

1. Loans restructured in troubled debt restructurings that are in compliance with their modified terms (included in Schedule RC-C, part 1, 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	0	M.1.a.1.
2. Other construction loans and all land development and other land loans.....	RCONK159	0	M.1.a.2.
b. Loans secured by 1-4 family residential properties.....	RCONF576	9,497	M.1.b.
c. Secured by multifamily (5 or more) residential properties.....	RCONK160	0	M.1.c.
d. Secured by nonfarm nonresidential properties:			M.1.d.
1. Loans secured by owner-occupied nonfarm nonresidential properties.....	RCONK161	0	M.1.d.1.
2. Loans secured by other nonfarm nonresidential properties.....	RCONK162	2,671	M.1.d.2.
e. Commercial and industrial loans.....	RCONK256	6,594	M.1.e.
<i>Memorandum items 1.e.(1) and (2) are to be completed by banks with \$300 million or more in total assets (sum of Memorandum items 1.e(1) and (2) must equal Memorandum item 1.e):</i>			
1. To U.S. addressees (domicile).....	RCONK163	6,594	M.1.e.1.
2. To non-U.S. addressees (domicile).....	RCONK164	0	M.1.e.2.
f. All other loans (include loans to individuals for household, family, and other personal expenditures).....	RCONK165	0	M.1.f.
1. Loans secured by farmland.....	RCONK166	0	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	0	M.1.f.4.a.
b. Automobile loans.....	RCONK203	0	M.1.f.4.b.
c. Other (includes revolving credit plans other than credit cards and other consumer loans).....	RCONK204	0	M.1.f.4.c.
<i>Memorandum item 1.f.(5) is to be completed by:</i>			
* 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 included in Schedule RC-C, part I, Memorandum item 1.f, above <sup>1</sup> .....	RCONK168	0	M.1.f.5.
g. Total loans restructured in troubled debt restructurings that are in compliance with their modified terms (sum of Memorandum items 1.a.(1) through 1.f.).....	RCONHK25	18,762	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), column B, above) with a remaining maturity or next repricing date of:			M.2.a.
1. Three months or less.....	RCONA564	31,738	M.2.a.1.
2. Over three months through 12 months.....	RCONA565	91,036	M.2.a.2.
3. Over one year through three years.....	RCONA566	89,266	M.2.a.3.
4. Over three years through five years.....	RCONA567	171,976	M.2.a.4.
5. Over five years through 15 years.....	RCONA568	667,335	M.2.a.5.
6. Over 15 years.....	RCONA569	974,266	M.2.a.6.
b. All loans and leases (reported in Schedule RC-C, part I, items 1 through 10, column B, 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), column B, above) with a remaining maturity or next repricing date of:			M.2.b.
1. Three months or less.....	RCONA570	523,284	M.2.b.1.
2. Over three months through 12 months.....	RCONA571	210,062	M.2.b.2.
3. Over one year through three years.....	RCONA572	534,866	M.2.b.3.
4. Over three years through five years.....	RCONA573	800,011	M.2.b.4.
5. Over five years through 15 years.....	RCONA574	859,668	M.2.b.5.
6. Over 15 years.....	RCONA575	50,426	M.2.b.6.
c. Loans and leases (reported in Schedule RC-C, part I, items 1 through 10, column B, above) with a REMAINING MATURITY of one year or less (excluding those in nonaccrual status).....	RCONA247	86,092	M.2.c.
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, column B <sup>6</sup> .....	RCON2746	24,270	M.3.
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), column B).....	RCON5370	280,283	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, 2018, Report of Condition.  
 6. Exclude loans secured by real estate that are included in Schedule RC-C, Part I, items 1.a through 1.e, column B.

Dollar amounts in thousands

<i>To be completed by banks with \$300 million or more in total assets:</i>			
5. Loans secured by real estate to non-U.S. addressees (domicile) (included in Schedule RC-C, Part I, items 1.a through 1.e, column B) <sup>2</sup> .....	RCONB837	0	M.5.
<i>Memorandum item 6 is to be completed by banks that (1) together with affiliated institutions, have outstanding credit card receivables (as defined in the instructions) that exceed \$500 million as of the report date or (2) are credit card specialty banks as defined for Uniform Bank Performance Report purposes.</i>			
6. Outstanding credit card fees and finance charges included in Schedule RC-C, part I, item 6.a.....	RCONC391	NR	M.6.
<i>Memorandum items 7.a, 7.b, and 8.a are to be completed by all banks semiannually in the June and December reports only.</i>			
7. Purchased credit-impaired loans held for investment accounted for in accordance with FASB ASC 310-30 (former AICPA Statement of Position 03-3) (exclude loans held for sale): <sup>3</sup>			M.7.
a. Outstanding balance.....	RCONC779	NR	M.7.a.
b. Amount included in Schedule RC-C, part I, items 1 through 9.....	RCONC780	NR	M.7.b.
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.
<i>Memorandum items 8.b and 8.c are to be completed semiannually in the June and December reports 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 December 31, 2018, 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, column B).</i>			
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	1,023	M.9.
10. Not applicable			M.10.

2. The \$300 million asset size test is based on the total assets reported on the June 30, 2018, Report of Condition.  
 3. Memorandum item 7 is to be completed only by institutions that have not yet adopted ASU 2016-13.

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				
<i>Memorandum items 12.a, 12.b, 12.c, and 12.d are to be completed semiannually in the June and December reports only.</i>							
12. Loans (not subject to the requirements of FASB ASC 310-30 (former AICPA Statement of Position 03-3)) and leases held for investment that were acquired in business combinations with acquisition dates in the current calendar year: <sup>1</sup>				M.12.			
a. Loans secured by real estate.....	RCONG091	NR	RCONG092	NR	RCONG093	NR	M.12a
b. Commercial and industrial loans.....	RCONG094	NR	RCONG095	NR	RCONG096	NR	M.12b
c. Loans to individuals for household, family, and other personal expenditures.....	RCONG097	NR	RCONG098	NR	RCONG099	NR	M.12c
d. All other loans and all leases.....	RCONG100	NR	RCONG101	NR	RCONG102	NR	M.12d

Dollar amounts in thousands

<i>Memoranda 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. column B) that exceeded 100 percent of total capital (as reported in Schedule RC-R, Part I, item 35.a) as of December 31, 2018.</i>					M.13.
13. Construction, land development, and other land loans in domestic offices with interest reserves:					
a. Amount of loans that provide for the use of interest reserves (included in Schedule RC-C, part I, item 1.a. column B) .....	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)(a)(2)).	RIADG377			NR	M.13.b.
<i>Memorandum item 14 is to be completed by all banks.</i>					
14. Pledged loans and leases.....	RCONG378			1,334,766	M.14.
<i>Memorandum item 15 is to be completed for the December report only.</i>					
15. Reverse mortgages:					M.15.
a. Reverse mortgages outstanding that are held for investment (included in Schedule RC-C, item 1.c, above):					M.15.a.
1. Home Equity Conversion Mortgage (HECM) reverse mortgages.....	RCONJ466			NR	M.15.a.1.
2. Proprietary reverse mortgages.....	RCONJ467			NR	M.15.a.2.
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:					M.15.b.
1. Home Equity Conversion Mortgage (HECM) reverse mortgages.....	RCONJ468			NR	M.15.b.1.
2. Proprietary reverse mortgages.....	RCONJ469			NR	M.15.b.2.
c. Principal amount of reverse mortgage originations that have been sold during the year:					M.15.c.
1. Home Equity Conversion Mortgage (HECM) reverse mortgages.....	RCONJ470			NR	M.15.c.1.
2. Proprietary reverse mortgages.....	RCONJ471			NR	M.15.c.2.

1. Institutions that have adopted ASU 2016-13 should report only loans held for investment not considered purchased credit-deteriorated in Memorandum item 12.

## Schedule RC-C Part II - Loans to Small Businesses and Small Farms

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 currently outstanding 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.....	RCON6999	<b>No</b>	1.
<i>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</i>			2.
2. Report the total number of loans currently outstanding for each of the following Schedule RC-C, part I, loan categories: a. "Loans secured by nonfarm nonresidential properties" reported in Schedule RC-C, part I, items 1.e.(1) and 1.e.(2).....	RCON5562	<b>NR</b>	2.a.
b. "Commercial and industrial loans" reported in Schedule RC-C, part I, item 4 <sup>1</sup> .....	RCON5563	<b>NR</b>	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):			3.		
a. With original amounts of \$100,000 or less.....	RCON5564	<b>8</b>	RCON5565	<b>537</b>	3.a.
b. With original amounts of more than \$100,000 through \$250,000.....	RCON5566	<b>71</b>	RCON5567	<b>11,216</b>	3.b.
c. With original amounts of more than \$250,000 through \$1,000,000.....	RCON5568	<b>321</b>	RCON5569	<b>151,197</b>	3.c.
4. Number and amount currently outstanding of "Commercial and industrial loans" reported in Schedule RC-C, part I, item 4:			4.		
a. With original amounts of \$100,000 or less.....	RCON5570	<b>275</b>	RCON5571	<b>10,141</b>	4.a.
b. With original amounts of more than \$100,000 through \$250,000.....	RCON5572	<b>193</b>	RCON5573	<b>24,348</b>	4.b.
c. With original amounts of more than \$250,000 through \$1,000,000.....	RCON5574	<b>279</b>	RCON5575	<b>101,147</b>	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" reported in Schedule RC-C, part I, item 3, have original amounts of \$100,000 or less.....	RCON6860	<b>No</b>	5.
<i>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.</i>			6.
6. Report the total number of loans currently outstanding for each of the following Schedule RC-C, part I, loan categories: a. "Loans secured by farmland (including farm residential and other improvements)" reported in Schedule RC-C, part I, item 1.b.....	RCON5576	<b>NR</b>	6.a.
b. "Loans to finance agricultural production and other loans to farmers" reported in Schedule RC-C, part I, item 3.....	RCON5577	<b>NR</b>	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:			7.		
a. With original amounts of \$100,000 or less.....	RCON5578	<b>NR</b>	RCON5579	<b>NR</b>	7.a.
b. With original amounts of more than \$100,000 through \$250,000.....	RCON5580	<b>NR</b>	RCON5581	<b>NR</b>	7.b.
c. With original amounts of more than \$250,000 through \$500,000.....	RCON5582	<b>NR</b>	RCON5583	<b>NR</b>	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:			8.		
a. With original amounts of \$100,000 or less.....	RCON5584	<b>NR</b>	RCON5585	<b>NR</b>	8.a.
b. With original amounts of more than \$100,000 through \$250,000.....	RCON5586	<b>NR</b>	RCON5587	<b>NR</b>	8.b.
c. With original amounts of more than \$250,000 through \$500,000.....	RCON5588	<b>NR</b>	RCON5589	<b>NR</b>	8.c.

## Schedule RC-D - Trading Assets and Liabilities

RC-D is to be completed by banks that reported total trading assets of \$10 million or more in any of the four preceding calendar quarters and all banks meeting the FDIC's definition of a large or highly complex institution for deposit insurance assessment purposes.

Dollar amounts in thousands

1. U.S. Treasury securities.....	RCON3531	NR	1.
2. U.S. Government agency obligations (exclude mortgage-backed securities).....	RCON3532	NR	2.
3. Securities issued by states and political subdivisions in the U.S.....	RCON3533	NR	3.
4. Mortgage-backed securities (MBS):			4.
a. Residential mortgage pass-through securities issued or guaranteed by FNMA, FHLMC, or GNMA.....	RCONG379	NR	4.a.
b. Other residential MBS issued or guaranteed by U.S. Government agencies or sponsored agencies (include CMOs, REMICs, and stripped MBS).....	RCONG380	NR	4.b.
c. All other residential MBS.....	RCONG381	NR	4.c.
d. Commercial MBS issued or guaranteed by U.S. Government agencies or sponsored agencies <sup>1</sup> .....	RCONK197	NR	4.d.
e. All other commercial MBS.....	RCONK198	NR	4.e.
5. Other debt securities:			5.
a. Structured financial products.....	RCONHT62	NR	5.a.
b. All other debt securities.....	RCONG386	NR	5.b.
6. Loans:			6.
a. Loans secured by real estate:			6.a.
1. Loans secured by 1-4 family residential properties.....	RCONHT63	NR	6.a.1.
2. All other loans secured by real estate.....	RCONHT64	NR	6.a.2.
b. Commercial and industrial loans.....	RCONF614	NR	6.b.
c. Loans to individuals for household, family, and other personal expenditures (i.e., consumer loans) (includes purchased paper).....	RCONHT65	NR	6.c.
d. Other loans.....	RCONF618	NR	6.d.
7. Not applicable			7.
8. Not applicable			8.
9. Other trading assets.....	RCON3541	NR	9.
10. Not applicable			10.
11. Derivatives with a positive fair value.....	RCON3543	0	11.
12. Total trading assets (sum of items 1 through 11) (must equal Schedule RC, item 5).....	RCON3545	0	12.
13. Not available			13.
a. Liability for short positions .....	RCON3546	NR	13.a.
b. Other trading liabilities.....	RCONF624	NR	13.b.
14. Derivatives with a negative fair value.....	RCON3547	0	14.
15. Total trading liabilities (sum of items 13.a through 14) (must equal Schedule RC, item 15).....	RCON3548	0	15.
1. Unpaid principal balance of loans measured at fair value (reported in Schedule RC-D, items 6.a.(1) through 6.d):			M.1.
a. Loans secured by real estate:			M.1.a.
1. Loans secured by 1-4 family residential properties.....	RCONHT66	NR	M.1.a.1.
2. All other loans secured by real estate.....	RCONHT67	NR	M.1.a.2.
b. Commercial and industrial loans.....	RCONF632	NR	M.1.b.
c. Loans to individuals for household, family, and other personal expenditures (i.e., consumer loans) (includes purchased paper).....	RCONHT68	NR	M.1.c.
d. Other loans.....	RCONF636	NR	M.1.d.

1. Banks with \$300 million or more in total assets should provide the requested information for "Commercial and industrial loans" based on the loans reported in Schedule RC-C, Part I, item 4.a, column A, "Commercial and industrial loans to U.S. addressees."  
 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).

## Schedule RC-E - Deposit Liabilities

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 (include all certified and official checks).....	RCONB549	<b>504,063</b>			RCONB550	<b>3,887,948</b>	1.
2. U.S. Government.....	RCON2202	<b>0</b>			RCON2520	<b>0</b>	2.
3. States and political subdivisions in the U.S.....	RCON2203	<b>54,244</b>			RCON2530	<b>372,915</b>	3.
4. Commercial banks and other depository institutions in the U.S.....	RCONB551	<b>0</b>			RCONB552	<b>0</b>	4.
5. Banks in foreign countries.....	RCON2213	<b>0</b>			RCON2236	<b>0</b>	5.
6. Foreign governments and official institutions (including foreign central banks).....	RCON2216	<b>0</b>			RCON2377	<b>0</b>	6.
7. Total (sum of items 1 through 6) (sum of columns A and C must equal Schedule RC, item 13.a).....	RCON2215	<b>558,307</b>	RCON2210	<b>421,101</b>	RCON2385	<b>4,260,863</b>	7.

Dollar amounts in thousands

1. Selected components of total deposits (i.e., sum of item 7, columns A and C):			M.1.
a. Total Individual Retirement Accounts (IRAs) and Keogh Plan accounts.....	RCON6835	<b>330,142</b>	M.1.a.
b. Total brokered deposits.....	RCON2365	<b>0</b>	M.1.b.
c. Brokered deposits of \$250,000 or less (fully insured brokered deposits) <sup>2</sup> .....	RCONHK05	<b>0</b>	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	<b>0</b>	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	<b>0</b>	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	<b>NR</b>	M.1.e.
f. Estimated amount of deposits obtained through the use of deposit listing services that are not brokered deposits.....	RCONK223	<b>0</b>	M.1.f.
g. Total reciprocal deposits (as of the report date).....	RCONJH83	<b>0</b>	M.1.g.
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	<b>259,392</b>	M.2.a.1.
2. Other savings deposits (excludes MMDAs).....	RCON0352	<b>2,224,761</b>	M.2.a.2.
b. Total time deposits of less than \$100,000.....	RCON6648	<b>840,363</b>	M.2.b.
c. Total time deposits of \$100,000 through \$250,000.....	RCONJ473	<b>635,012</b>	M.2.c.
d. Total time deposits of more than \$250,000.....	RCONJ474	<b>301,336</b>	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	<b>120,310</b>	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: <sup>1, 2</sup>			M.3.a.
1. Three months or less.....	RCONHK07	<b>250,021</b>	M.3.a.1.
2. Over three months through 12 months.....	RCONHK08	<b>651,515</b>	M.3.a.2.
3. Over one year through three years.....	RCONHK09	<b>547,992</b>	M.3.a.3.
4. Over three years.....	RCONHK10	<b>25,847</b>	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) <sup>3</sup> .....	RCONHK11	<b>901,535</b>	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: <sup>1, 4</sup>			M.4.a.
1. Three months or less.....	RCONHK12	<b>52,529</b>	M.4.a.1.
2. Over three months through 12 months.....	RCONHK13	<b>161,612</b>	M.4.a.2.
3. Over one year through three years.....	RCONHK14	<b>85,743</b>	M.4.a.3.
4. Over three years.....	RCONHK15	<b>1,452</b>	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) <sup>3</sup> .....	RCONK222	<b>214,140</b>	M.4.b.
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	<b>Yes</b>	M.5.
<i>Memorandum items 6 and 7 are to be completed by institutions with \$1 billion or more in total assets that answered "Yes" to Memorandum item 5 above.</i>			M.6.
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 item 1, column A, above): <sup>5</sup>			M.6.
a. Total deposits in those noninterest-bearing transaction account deposit products intended primarily for individuals for personal, household, or family use.....	RCONP753	<b>46,868</b>	M.6.a.

2. The dollar amount used as the basis for reporting in Memorandum item 1.c reflects the deposit insurance limit in effect on the report date.

1, 2. Report fixed-rate time deposits by remaining maturity and floating rate time deposits by next repricing 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.

1, 4. Report fixed-rate time deposits by remaining maturity and floating rate time deposits by next repricing 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.

5. The \$1 billion asset size test is based on the total assets reported on the June 30, 2018, Report of Condition.



Dollar amounts in thousands

b. Total deposits in those interest-bearing transaction account deposit products intended primarily for individuals for personal, household, or family use.....	RCONP754	<b>63,869</b>	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 item 1, column C, above):			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 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	<b>87,979</b>	M.7.a.1.
2. Deposits in all other MMDAs of individuals, partnerships, and corporations.....	RCONP757	<b>171,412</b>	M.7.a.2.
b. Other savings deposit accounts of individuals, partnerships, and corporations (sum of Memorandum items 7.b.(1) and 7.b.(2) must be less than or equal to 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	<b>1,032,056</b>	M.7.b.1.
2. Deposits in all other savings deposit accounts of individuals, partnerships, and corporations.....	RCONP759	<b>1,192,703</b>	M.7.b.2.

## Schedule RC-F - Other Assets

Dollar amounts in thousands

1. Accrued interest receivable <sup>2</sup> .....	RCONB556	<b>20,095</b>	1.
2. Net deferred tax assets <sup>3</sup> .....	RCON2148	<b>8,383</b>	2.
3. Interest-only strips receivable (not in the form of a security) <sup>4</sup> .....	RCONHT80	<b>0</b>	3.
4. Equity investments without readily determinable fair values <sup>5</sup> .....	RCON1752	<b>54,863</b>	4.
5. Life insurance assets:			5.
a. General account life insurance assets.....	RCONK201	<b>185,808</b>	5.a.
b. Separate account life insurance assets.....	RCONK202	<b>0</b>	5.b.
c. Hybrid account life insurance assets.....	RCONK270	<b>0</b>	5.c.
6. All other assets (itemize and describe amounts greater than \$100,000 that exceed 25% of this item).....	RCON2168	<b>85,917</b>	6.
a. Prepaid expenses.....	RCON2166	<b>73,107</b>	6.a.
b. Repossessed personal property (including vehicles).....	RCON1578	<b>NR</b>	6.b.
c. Derivatives with a positive fair value held for purposes other than trading.....	RCONC010	<b>NR</b>	6.c.
d. FDIC loss-sharing indemnification assets.....	RCONJ448	<b>NR</b>	6.d.
e. Computer software.....	RCONFT33	<b>NR</b>	6.e.
f. Accounts receivable.....	RCONFT34	<b>NR</b>	6.f.
g. Receivables from foreclosed government-guaranteed mortgage loans.....	RCONFT35	<b>NR</b>	6.g.
h. Disclose component and the dollar amount of that component:			6.h.
1. Describe component.....	TEXT3549	<b>NR</b>	6.h.1.
2. Amount of component.....	RCON3549	<b>NR</b>	6.h.2.
i. Disclose component and the dollar amount of that component:			6.i.
1. Describe component.....	TEXT3550	<b>NR</b>	6.i.1.
2. Amount of component.....	RCON3550	<b>NR</b>	6.i.2.
j. Disclose component and the dollar amount of that component:			6.j.
1. Describe component.....	TEXT3551	<b>NR</b>	6.j.1.
2. Amount of component.....	RCON3551	<b>NR</b>	6.j.2.
7. Total (sum of items 1 through 6) (must equal Schedule RC, item 11).....	RCON2160	<b>355,066</b>	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

Dollar amounts in thousands

1. Not available			1.
a. Interest accrued and unpaid on deposits <sup>1</sup> .....	RCON3645	<b>284</b>	1.a.
b. Other expenses accrued and unpaid (includes accrued income taxes payable).....	RCON3646	<b>15,642</b>	1.b.
2. Net deferred tax liabilities <sup>2</sup> .....	RCON3049	<b>0</b>	2.
3. Allowance for credit losses on off-balance sheet credit exposures <sup>3</sup> .....	RCONB557	<b>0</b>	3.
4. All other liabilities (itemize and describe amounts greater than \$100,000 that exceed 25 percent of this item).....	RCON2938	<b>70,912</b>	4.
a. Accounts payable.....	RCON3066	<b>NR</b>	4.a.
b. Deferred compensation liabilities.....	RCONC011	<b>NR</b>	4.b.
c. Dividends declared but not yet payable.....	RCON2932	<b>NR</b>	4.c.
d. Derivatives with a negative fair value held for purposes other than trading.....	RCONC012	<b>NR</b>	4.d.
e. Disclose component and the dollar amount of that component:			4.e.
1. Describe component.....	TEXT3552	<b>Click here for value</b>	4.e.1.
2. Amount of component.....	RCON3552	<b>33,880</b>	4.e.2.
f. Disclose component and the dollar amount of that component:			4.f.
1. Describe component.....	TEXT3553	<b>NR</b>	4.f.1.
2. Amount of component.....	RCON3553	<b>NR</b>	4.f.2.
g. Disclose component and the dollar amount of that component:			4.g.
1. Describe component.....	TEXT3554	<b>NR</b>	4.g.1.
2. Amount of component.....	RCON3554	<b>NR</b>	4.g.2.
5. Total.....	RCON2930	<b>86,838</b>	5.

### (TEXT3552) Employee Benefits

1. For savings banks, include "dividends" accrued and unpaid on deposits.  
 2. See discussion of deferred income taxes in Glossary entry on "income taxes."  
 3. Institutions that have adopted ASU 2016-13 should report in item 3 the allowance for credit losses on those off-balance sheet credit exposures that are not unconditionally cancelable.

## Schedule RC-K - Quarterly Averages

Dollar amounts in thousands

1. Interest-bearing balances due from depository institutions.....	RCON3381	<b>8,915</b>	1.
2. U.S. Treasury securities and U.S. Government agency obligations (excluding mortgage-backed securities) <sup>2</sup> .....	RCONB558	<b>80,060</b>	2.
3. Mortgage-backed securities <sup>2</sup> .....	RCONB559	<b>1,187,479</b>	3.
4. All other debt securities and equity securities with readily determinable fair values not held for trading purposes <sup>5</sup> ....	RCONB560	<b>72,251</b>	4.
5. Federal funds sold and securities purchased under agreements to resell.....	RCON3365	<b>0</b>	5.
6. Loans:			6.
a. Total loans.....	RCON3360	<b>4,995,463</b>	6.a.
b. Loans secured by real estate:			6.b.
1. Loans secured by 1-4 family residential properties.....	RCON3465	<b>2,384,951</b>	6.b.1.
2. All other loans secured by real estate.....	RCON3466	<b>2,268,118</b>	6.b.2.
c. Commercial and industrial loans.....	RCON3387	<b>341,415</b>	6.c.
d. Loans to individuals for household, family, and other personal expenditures:			6.d.
1. Credit cards.....	RCONB561	<b>0</b>	6.d.1.
2. Other (includes revolving credit plans other than credit cards, automobile loans, and other consumer loans).....	RCONB562	<b>979</b>	6.d.2.
<i>Item 7 is to be completed by banks with total trading assets of \$10 million or more in any of the four preceding calendar quarters and all banks meeting the FDIC's definition of a large or highly complex institution for deposit insurance assessment purposes.</i>	RCON3401	<b>NR</b>	7.
7. Trading assets.....			
8. Lease financing receivables (net of unearned income).....	RCON3484	<b>0</b>	8.
9. Total assets <sup>5</sup> .....	RCON3368	<b>6,772,298</b>	9.
10. Interest-bearing transaction accounts (interest-bearing demand deposits, NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts).....	RCON3485	<b>124,402</b>	10.
11. Nontransaction accounts:			11.
a. Savings deposits (includes MMDAs).....	RCONB563	<b>2,445,773</b>	11.a.
b. Time deposits of \$250,000 or less.....	RCONHK16	<b>1,373,350</b>	11.b.
c. Time deposits of more than \$250,000.....	RCONHK17	<b>274,364</b>	11.c.
12. Federal funds purchased and securities sold under agreements to repurchase.....	RCON3353	<b>0</b>	12.
<i>To be completed by banks with \$100 million or more in total assets:</i>			
13. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) <sup>5</sup> .....	RCON3355	<b>1,163,085</b>	13.
<i>Memorandum item 1 is to be completed by:</i> <ul style="list-style-type: none"> <li>• banks with \$300 million or more in total assets, and</li> <li>• 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.</li> </ul>	RCON3386	<b>0</b>	M.1.
1. Loans to finance agricultural production and other loans to farmers <sup>2</sup> .....			

2. Quarterly averages for all debt securities should be based on amortized cost.

5. Item 4 is to be completed only by insured state banks that have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities, and have been approved to hold grandfathered equity investments. See instructions for further detail on ASU 2016-01.

5. The quarterly average for total assets should reflect all debt securities (not held for trading) at amortized cost, equity securities with readily determinable fair values at the lower of cost or fair value, and equity securities without readily determinable fair values at historical cost.

5. The \$100 million asset-size test is based on the total assets reported on the June 30, 2018, 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, 2018, Report of Condition.

## Schedule RC-L - Derivatives and Off-Balance Sheet Items

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		<b>266,157</b>		1.a.
<i>Item 1.a.(1) is to be completed for the December report only.</i>					
1. Unused commitments for reverse mortgages outstanding that are held for investment in domestic offices (included in item 1.a. above).....	RCONHT72		<b>NR</b>		1.a.1.
b. Credit card lines (Sum of items 1.b.(1) and 1.b.(2) must equal item 1.b.).....	RCON3815		<b>0</b>		1.b.
<i>Items 1.b.(1) and 1.b.(2) are to be completed semiannually in the June and December reports only by banks with either \$300 million or more in total assets or \$300 million or more in credit card lines (sum of items 1.b.(1) and 1.b.(2) must equal item 1.b.)</i>					
1. Unused consumer credit card lines <sup>1</sup> .....	RCONJ455		<b>NR</b>		1.b.1.
2. Other unused credit card lines.....	RCONJ456		<b>NR</b>		1.b.2.
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		<b>46,632</b>		1.c.1.a.
b. Commercial real estate, other construction loan, and land development loan commitments.....	RCONF165		<b>275,921</b>		1.c.1.b.
2. Not secured by real estate.....	RCON6550		<b>0</b>		1.c.2.
d. Securities underwriting.....	RCON3817		<b>0</b>		1.d.
e. Other unused commitments:					1.e.
1. Commercial and industrial loans.....	RCONJ457		<b>255,405</b>		1.e.1.
2. Loans to financial institutions.....	RCONJ458		<b>0</b>		1.e.2.
3. All other unused commitments.....	RCONJ459		<b>29,810</b>		1.e.3.
2. Financial standby letters of credit.....	RCON3819		<b>0</b>		2.
<i>Item 2.a is to be completed by banks with \$1 billion or more in total assets.</i>					
a. Amount of financial standby letters of credit conveyed to others <sup>1</sup> .....	RCON3820		<b>0</b>		2.a.
3. Performance standby letters of credit.....	RCON3821		<b>0</b>		3.
<i>Item 3.a is to be completed by banks with \$1 billion or more in total assets</i>					
a. Amount of performance standby letters of credit conveyed to others <sup>1</sup> .....	RCON3822		<b>0</b>		3.a.
4. Commercial and similar letters of credit.....	RCON3411		<b>9,092</b>		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		<b>0</b>		6.a.
b. Securities borrowed.....	RCON3432		<b>0</b>		6.b.

Dollar amounts in thousands

	(Column A) Sold Protection		(Column B) Purchased Protection		
7. Credit derivatives:					7.
a. Notional amounts:					7.a.
1. Credit default swaps.....	RCONC968	<b>0</b>	RCONC969	<b>0</b>	7.a.1.
2. Total return swaps.....	RCONC970	<b>0</b>	RCONC971	<b>0</b>	7.a.2.
3. Credit options.....	RCONC972	<b>0</b>	RCONC973	<b>0</b>	7.a.3.
4. Other credit derivatives.....	RCONC974	<b>0</b>	RCONC975	<b>0</b>	7.a.4.
b. Gross fair values:					7.b.
1. Gross positive fair value.....	RCONC219	<b>0</b>	RCONC221	<b>0</b>	7.b.1.
2. Gross negative fair value.....	RCONC220	<b>0</b>	RCONC222	<b>0</b>	7.b.2.

Dollar amounts in thousands

c. Notional amounts by regulatory capital treatment: <sup>1</sup>				7.c.
1. Positions covered under the Market Risk Rule:				7.c.1.
a. Sold protection.....	RCONG401		0	7.c.1.a.
b. Purchased protection.....	RCONG402		0	7.c.1.b.
2. All other positions:				7.c.2.
a. Sold protection.....	RCONG403		0	7.c.2.a.
b. Purchased protection that is recognized as a guarantee for regulatory capital purposes.....	RCONG404		0	7.c.2.b.
c. Purchased protection that is not recognized as a guarantee for regulatory capital purposes.....	RCONG405		0	7.c.2.c.

Dollar amounts in thousands

	(Column A) Remaining Maturity of One Year or Less		(Column B) Remaining Maturity of Over One Year Through Five Years		(Column C) Remaining Maturity of Over Five Years		
d. Notional amounts by remaining maturity:							7.d.
1. Sold credit protection: <sup>2</sup>							7.d.1.
a. Investment grade.....	RCONG406	0	RCONG407	0	RCONG408	0	7d1a.
b. Subinvestment grade.....	RCONG409	0	RCONG410	0	RCONG411	0	7d1b.
2. Purchased credit protection: <sup>3</sup>							7.d.2.
a. Investment grade.....	RCONG412	0	RCONG413	0	RCONG414	0	7d2a.
b. Subinvestment grade.....	RCONG415	0	RCONG416	0	RCONG417	0	7d2b.

1. The asset-size tests and the \$300 million credit card lines test are based on the total assets and credit card lines reported in the June 30, 2018, Report of Condition.  
 1. The asset-size tests and the \$300 million credit card lines test are based on the total assets and credit card lines reported in the June 30, 2018, Report of Condition.  
 1. The asset-size tests and the \$300 million credit card lines test are based on the total assets and credit card lines reported in the June 30, 2018, Report of Condition.

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% of Schedule RC, item 27.a, "Total bank equity capital").....	RCON3430	0	9.
a. Not applicable			9.a.
b. Commitments to purchase when-issued securities.....	RCON3434	0	9.b.
c. Standby letters of credit issued by another party (e.g., a Federal Home Loan Bank) on the bank's behalf.....	RCONC978	0	9.c.
d. Disclose component and the dollar amount of that component:			9.d.
1. Describe component.....	TEXT3555	NR	9.d.1.
2. Amount of component.....	RCON3555	0	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	0	9.e.2.
f. Disclose component and the dollar amount of that component:			9.f.
(TEXT3557) NR	RCON3557	0	9.f.1.
10. All other off-balance sheet assets (exclude derivatives) (itemize and describe each component of this item over 25% of Schedule RC, item 27.a, "Total bank equity capital").....	RCON5591	0	10.
a. Commitments to sell when-issued securities.....	RCON3435	0	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	0	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	0	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	0	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	0	10.e.2.
<i>Items 11.a and 11.b are to be completed semiannually in the June and December reports only.</i>			11.
11. Year-to-date merchant credit card sales volume:			
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.

1. Sum of items 7.c.(1)(a) and 7.c.(2)(a), must equal sum of items 7.a.(1) through (4), column A. Sum of items 7.c.(1)(b), 7.c.(2)(b), and 7.c.(2)(c) must equal sum of items 7.a.(1) through (4), column B.

2. Sum of items 7.d.(1)(a) and (b), columns A through C, must equal sum of items 7.a.(1) through (4), column A.

3. Sum of items 7.d.(2)(a) and (b), columns A through C, must equal sum of items 7.a.(1) through (4), column B.

Dollar amounts in thousands		(Column A) Interest Rate Contracts	(Column B) Foreign Exchange Contracts	(Column C) Equity Derivative Contracts	(Column D) Commodity and Other Contracts				
12. Gross amounts (e.g., notional amounts):						12.			
a. Futures contracts.....	RCON8693	0	RCON8694	0	RCON8695	0	RCON8696	0	12.a.
b. Forward contracts.....	RCON8697	0	RCON8698	0	RCON8699	0	RCON8700	0	12.b.
c. Exchange-traded option contracts:									12.c.
1. Written options.....	RCON8701	0	RCON8702	0	RCON8703	0	RCON8704	0	12c1.
2. Purchased options.....	RCON8705	0	RCON8706	0	RCON8707	0	RCON8708	0	12c2.
d. Over-the-counter option contracts:									12.d.
1. Written options.....	RCON8709	0	RCON8710	0	RCON8711	0	RCON8712	0	12d1.
2. Purchased options.....	RCON8713	0	RCON8714	0	RCON8715	0	RCON8716	0	12d2.
e. Swaps.....	RCON3450	453,487	RCON3826	0	RCON8719	0	RCON8720	0	12.e.
13. Total gross notional amount of derivative contracts held for trading.....	RCONA126	0	RCONA127	0	RCON8723	0	RCON8724	0	13.
14. Total gross notional amount of derivative contracts held for purposes other than trading.....	RCON8725	453,487	RCON8726	0	RCON8727	0	RCON8728	0	14.
a. Interest rate swaps where the bank has agreed to pay a fixed rate.....	RCONA589	453,487							14.a.
15. Gross fair values of derivative contracts:									15.
a. Contracts held for trading:									15.a.
1. Gross positive fair value.....	RCON8733	0	RCON8734	0	RCON8735	0	RCON8736	0	15a1.
2. Gross negative fair value.....	RCON8737	0	RCON8738	0	RCON8739	0	RCON8740	0	15a2.
b. Contracts held for purposes other than trading:									15.b.
1. Gross positive fair value.....	RCON8741	2,214	RCON8742	0	RCON8743	0	RCON8744	0	15b1.
2. Gross negative fair value.....	RCON8745	8,271	RCON8746	0	RCON8747	0	RCON8748	0	15b2.

Dollar amounts in thousands		(Column A) Banks and Securities Firms	(Column B)	(Column C) Hedge Funds	(Column D) Sovereign Governments	(Column E) Corporations and All Other Counterparties		
<i>Item 16 is to be completed only by banks with total assets of \$10 billion or more</i>								
16. Over-the counter derivatives: <sup>1</sup>							16.	
a. Net current credit exposure.....	RCONG418	NR				RCONG422	NR	16.a.
b. Fair value of collateral:								16.b.
1. Cash - U.S. dollar.....	RCONG423	NR				RCONG427	NR	16.b.1.
2. Cash - Other currencies.....	RCONG428	NR				RCONG432	NR	16.b.2.
3. U.S. Treasury securities.....	RCONG433	NR				RCONG437	NR	16.b.3.
4. Not applicable								16.b.4.
5. Not applicable								16.b.5.
6. Not applicable								16.b.6.
7. All other collateral.....	RCONG453	NR				RCONG457	NR	16.b.7.
8. Total fair value of collateral (sum of items 16.b.(1) through (7)).....	RCONG458	NR				RCONG462	NR	16.b.8.

1. The \$10 billion asset-size test is based on the total assets reported on the June 30, 2018, Report of Condition.

## Schedule RC-M - Memoranda

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	1,780	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	390	2.a.
1. Estimated fair value of mortgage servicing assets.....	RCONA590	527	2.a.1.
b. Goodwill.....	RCON3163	5,716	2.b.
c. All other 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	6,106	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.....	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: <sup>1</sup>			5.a.1.
a. One year or less.....	RCONF055	671,700	5.a.1.a.
b. Over one year through three years.....	RCONF056	378,210	5.a.1.b.
c. Over three years through five years.....	RCONF057	48,725	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) <sup>2</sup> .....	RCON2651	671,700	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 of next repricing date of: <sup>3</sup>			5.b.1.
a. One year or less.....	RCONF060	0	5.b.1.a.
b. Over one year through three years.....	RCONF061	0	5.b.1.b.
c. Over three years through five years.....	RCONF062	0	5.b.1.c.
d. Over five years.....	RCONF063	44,439	5.b.1.d.
2. Other borrowings with a remaining maturity of one year or less (included in item 5.b.(1)(a) above) <sup>4</sup> .....	RCONB571	0	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	1,143,074	5.c.
6. Does the reporting bank sell private label or third party mutual funds and annuities?.....	RCONB569	No	6.
7. Assets under the reporting bank's management in proprietary mutual funds and annuities.....	RCONB570	0	7.
8. Internet Web site addresses and physical office trade names:			8.
a. Uniform Resource Locator (URL) of the reporting institution's primary Internet Web site (home page), if any (Example: www.examplebank.com):.....	TEXT4087	Click here for value	8.a.
b. URLs of all other public-facing Internet Web sites that the reporting institution uses to accept or solicit deposits from the public, if any (Example: www.examplebank.biz): <sup>1</sup>			8.b.
1. URL 1.....	TE01N528	NR	8.b.1.

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.  
 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).



Dollar amounts in thousands

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.
<i>Item 9 is to be completed annually in the December report only.</i>			
9. Do any of the bank's Internet Web sites have transactional capability, i.e., allow the bank's customers to execute transactions on their accounts through the Web site?.....	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	44,439	10.b.
11. Does the bank act as trustee or custodian for Individual Retirement Accounts, Health Savings Accounts, and other similar accounts?.....	RCONG463	Yes	11.
12. Does the bank provide custody, safekeeping, or other services involving the acceptance of orders for the sale or purchase of securities?.....	RCONG464	No	12.
13. Assets covered by loss-sharing agreements with the FDIC:			13.
a. Loans and leases (included in Schedule RC, items 4.a and 4.b):			13.a.
1. Loans secured by real estate:			13.a.1.
a. Construction, land development, and other land loans:			13.a.1.a.
1. 1-4 family residential construction loans.....	RCONK169	0	13.a.1.a.1.
2. Other construction loans and all land development and other land loans.....	RCONK170	0	13.a.1.a.2.
b. Secured by farmland.....	RCONK171	0	13.a.1.b.
c. Secured by 1-4 family residential properties:			13.a.1.c.
1. Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit.....	RCONK172	0	13.a.1.c.1.
2. Closed-end loans secured by 1-4 family residential properties:			13.a.1.c.2.
a. Secured by first liens.....	RCONK173	0	13.a.1.c.2a.
b. Secured by junior liens.....	RCONK174	0	13.a.1.c.2b.
d. Secured by multifamily (5 or more) residential properties.....	RCONK175	0	13.a.1.d.
e. Secured by nonfarm nonresidential properties:			13.a.1.e.
1. Loans secured by owner-occupied nonfarm nonresidential properties.....	RCONK176	0	13.a.1.e.1.
2. Loans secured by other nonfarm nonresidential properties.....	RCONK177	0	13.a.1.e.2.
2. Not applicable			13.a.2.
3. Not applicable			13.a.3.
4. Not applicable			13.a.4.
5. All other loans and all leases.....	RCONK183	0	13.a.5.
b. Other real estate owned (included in Schedule RC, item 7):			13.b.
1. Construction, land development, and other land.....	RCONK187	0	13.b.1.
2. Farmland.....	RCONK188	0	13.b.2.
3. 1-4 family residential properties.....	RCONK189	0	13.b.3.
4. Multifamily (5 or more) residential properties.....	RCONK190	0	13.b.4.
5. Nonfarm nonresidential properties.....	RCONK191	0	13.b.5.

Dollar amounts in thousands

6. Not applicable			13.b.6.
7. Portion of covered other real estate owned included in items 13.b.(1) through (5) above that is protected by FDIC loss-sharing agreements.....	RCONK192	0	13.b.7.
c. Debt securities (included in Schedule RC, items 2.a and 2.b).....	RCONJ461	0	13.c.
d. Other assets (exclude FDIC loss-sharing indemnification assets).....	RCONJ462	0	13.d.
<i>Items 14.a and 14.b are to be completed annually in the December report only.</i>			
14. Captive insurance and reinsurance subsidiaries:			14.
a. Total assets of captive insurance subsidiaries <sup>1</sup> .....	RCONK193	NR	14.a.
b. Total assets of captive reinsurance subsidiaries <sup>1</sup> .....	RCONK194	NR	14.b.
<i>Item 15 is to be completed by institutions that are required or have elected to be treated as a Qualified Thrift Lender.</i>			
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	1	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	Yes	15.b.
<i>Item 16.a and, if appropriate, items 16.c and 16.d are to be completed semiannually in the June and December reports only. Item 16.b is to be completed annually in the June report only.</i>			
16. International remittance transfers offered to consumers:			16.
a. As of the report date, did your institution offer to consumers in any state any of the following mechanisms for sending international remittance transfers?			16.a.
1. International wire transfers.....	RCONN517	NR	16.a.1.
2. International ACH transactions.....	RCONN518	NR	16.a.2.
3. Other proprietary services operated by your institution.....	RCONN519	NR	16.a.3.
4. Other proprietary services operated by another party.....	RCONN520	NR	16.a.4.
b. Did your institution provide more than 100 international remittance transfers in the previous calendar year or does your institution estimate that it will provide more than 100 international remittance transfers in the current calendar year?.....	RCONN521	NR	16.b.
<i>Items 16.c and 16.d are to be completed by institutions that answered "Yes" to item 16.b in the current report or, if item 16.b is not required to be completed in the current report, in the most recent prior report in which item 16.b was required to be completed.</i>			
c. Indicate which of the mechanisms described in items 16.a.(1), (2), and (3) above is the mechanism that your institution estimates accounted for the largest number of international remittance transfers your institution provided during the two calendar quarters ending on the report date. (For international wire transfers, enter 1; for international ACH transactions, enter 2; for other proprietary services operated by your institution, enter 3. If your institution did not provide any international remittance transfers using the mechanisms described in items 16.a.(1), (2), and (3) above during the two calendar quarters ending on the report date, enter 0.).....	RCONN522	NR	16.c.
d. Estimated number and dollar value of international remittance transfers provided by your institution during the two calendar quarters ending on the report date:			16.d.
1. Estimated number of international remittance transfers.....	RCONN523	NR	16.d.1.
2. Estimated dollar value of international remittance transfers.....	RCONN524	NR	16.d.2.
3. Estimated number of international remittance transfers for which your institution applied the temporary exception.....	RCONN527	NR	16.d.3.

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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.

## Schedule RC-N - Past Due and Nonaccrual Loans Leases and Other Assets

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	1,700	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	146	RCON5399	0	RCON5400	222	1.c.1.
2. Closed-end loans secured by 1-4 family residential properties:							1.c.2.
a. Secured by first liens.....	RCONC236	8,190	RCONC237	0	RCONC229	3,260	1.c.2a.
b. Secured by junior liens.....	RCONC238	232	RCONC239	0	RCONC230	84	1.c.2b.
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	124	RCONF180	0	RCONF182	31	1.e.1.
2. Loans secured by other nonfarm nonresidential properties.....	RCONF179	689	RCONF181	0	RCONF183	123	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	77	RCON1607	0	RCON1608	1,349	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	0	RCONK217	0	RCONK218	0	5.c.
6. Not applicable							6.
7. All other loans <sup>1</sup> .....	RCON5459	0	RCON5460	0	RCON5461	0	7.
8. Lease financing receivables.....	RCON1226	0	RCON1227	0	RCON1228	0	8.
9. Total loans and leases (sum of items 1 through 8).....	RCON1406	9,458	RCON1407	0	RCON1403	6,769	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	382	11.
a. Guaranteed portion of loans and leases included in item 11 above, excluding rebooked "GNMA loans".....	RCONK039	0	RCONK040	0	RCONK041	382	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. Loans and leases reported in items 1 through 8 above that are covered by loss-sharing agreements with the FDIC:							12.
a. Loans secured by real estate:							12.a.
1. Construction, land development, and other land loans:							12.a.1.
a. 1-4 family residential construction loans.....	RCONK045	0	RCONK046	0	RCONK047	0	12a1a.
b. Other construction loans and all land development and other land loans.....	RCONK048	0	RCONK049	0	RCONK050	0	12a1b.
2. Secured by farmland.....	RCONK051	0	RCONK052	0	RCONK053	0	12.a.2.
3. Secured by 1-4 family residential properties:							12.a.3.
a. Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit.....	RCONK054	0	RCONK055	0	RCONK056	0	12a3a.
b. Closed-end loans secured by 1-4 family residential properties:							12a3b.

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		
1. Secured by first liens.....	RCONK057	0	RCONK058	0	RCONK059	0	12a.1.
2. Secured by junior liens.....	RCONK060	0	RCONK061	0	RCONK062	0	12a.2.
4. Secured by multifamily (5 or more) residential properties.....	RCONK063	0	RCONK064	0	RCONK065	0	12a.4.
5. Secured by nonfarm nonresidential properties:							12a.5.
a. Loans secured by owner-occupied nonfarm nonresidential properties.....	RCONK066	0	RCONK067	0	RCONK068	0	12a.5a
b. Loans secured by other nonfarm nonresidential properties.....	RCONK069	0	RCONK070	0	RCONK071	0	12a.5b
b. Not applicable							12.b.
c. Not applicable							12.c.
d. Not applicable							12.d.
e. All other loans and all leases.....	RCONK087	0	RCONK088	0	RCONK089	0	12.e.
f. Portion of covered loans and leases included in items 12.a through 12.e above that is protected by FDIC loss-sharing agreements.....	RCONK102	0	RCONK103	0	RCONK104	0	12.f.
1. Loans restructured in troubled debt restructurings 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	0	RCONK106	0	RCONK107	0	M1a.1.
2. Other construction loans and all land development and other land loans.....	RCONK108	0	RCONK109	0	RCONK110	0	M1a.2.
b. Loans secured by 1-4 family residential properties.....	RCONF661	894	RCONF662	0	RCONF663	0	M.1.b.
c. Secured by multifamily (5 or more) residential properties.....	RCONK111	0	RCONK112	0	RCONK113	0	M.1.c.
d. Secured by nonfarm nonresidential properties:							M.1.d.
1. Loans secured by owner-occupied nonfarm nonresidential properties.....	RCONK114	0	RCONK115	0	RCONK116	0	M1d.1.
2. Loans secured by other nonfarm nonresidential properties.....	RCONK117	0	RCONK118	0	RCONK119	0	M1d.2.
e. Commercial and industrial loans.....	RCONK257	0	RCONK258	0	RCONK259	0	M.1.e.
<i>Memorandum items 1.e.(1) and (2) are to be completed by banks with \$300 million or more in total assets (sum of Memorandum items 1.e.(1) and (2) must equal Memorandum item 1.e):</i>	RCONK120	0	RCONK121	0	RCONK122	0	M1e.1.
1. To U.S. addressees (domicile) <sup>1</sup> .....							
2. To non-U.S. addressees (domicile).....	RCONK123	0	RCONK124	0	RCONK125	0	M1e.2.
f. All other loans (include loans to individuals for household, family, and other personal expenditures).....	RCONK126	0	RCONK127	0	RCONK128	0	M.1.f.
<i>Itemize loan categories included in Memorandum item 1.f, above that exceed 10 percent of total loans restructured in troubled debt restructurings that are past due 30 days or more or in nonaccrual status (sum of Memorandum items 1.a through 1.e plus 1.f, columns A through C):</i>	RCONK130	0	RCONK131	0	RCONK132	0	M1f.1.
1. Loans secured by farmland.....							M1f.2.
2. Not applicable							M1f.3.
3. Not applicable							M1f.4.
4. Loans to individuals for household, family, and other personal expenditures:							
a. Credit cards.....	RCONK274	0	RCONK275	0	RCONK276	0	M1f.4a
b. Automobile loans.....	RCONK277	0	RCONK278	0	RCONK279	0	M1f.4b
c. Other (includes revolving credit plans other than credit cards and other consumer loans).....	RCONK280	0	RCONK281	0	RCONK282	0	M1f.4c
<i>Memorandum item 1.f.(5) is to be completed by:</i>							
• 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	RCONK138	0	RCONK139	0	RCONK140	0	M1f.5.
5. Loans to finance agricultural production and other loans to farmers included in Schedule RC-N, Memorandum item 1.f, above <sup>1</sup> .....							

1. The \$300 million asset-size test is based on the total assets reported on the June 30, 2018, Report of Condition.  
 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, 2018, 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		
g. Total loans restructured in troubled debt restructurings included in Schedule RC-N, items 1 through 7, above and not reported in Schedule RC-C, Part I, Memorandum item 1 (sum of items Memorandum item 1.a.(1) through Memorandum item 1.f). <sup>2</sup> .....	RCONHK26	894	RCONHK27	0	RCONHK28	0	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 available							M.3.
<i>Memorandum items 3.a through 3.d are to be completed by banks with \$300 million or more in total assets:</i>							
a. Loans secured by real estate to non-U.S. addressees (domicile) (included in Schedule RC-N, item 1, above) <sup>1</sup> .....	RCON1248	0	RCON1249	0	RCON1250	0	M.3.a.
b. Loans to and acceptances of foreign banks (included in Schedule RC-N, item 2, above).....	RCON5380	0	RCON5381	0	RCON5382	0	M.3.b.
c. Commercial and industrial loans to non-U.S. addressees (domicile) (included in Schedule RC-N, item 4, above).....	RCON1254	0	RCON1255	0	RCON1256	0	M.3.c.
d. Leases to individuals for household, family, and other personal expenditures (included in Schedule RC-N, item 8, above).....	RCONF166	0	RCONF167	0	RCONF168	0	M.3.d.
<i>Memorandum item 4 is to be completed by:</i> <i>* banks with \$300 million or more in total assets</i> <i>* 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:</i>							
4. Loans to finance agricultural production and other loans to farmers (included in Schedule RC-N, item 7, above) <sup>1</sup> .....	RCON1594	0	RCON1597	0	RCON1583	0	M.4.
5. Loans and leases held for sale (included in Schedule RC-N, items 1 through 8, above).....	RCONC240	0	RCONC241	0	RCONC226	0	M.5.

Dollar amounts in thousands		
6. Not applicable		

Dollar amounts in thousands		
<i>Memorandum items 7, 8, 9.a, and 9.b are to be completed semiannually in the June and December reports only.</i>		
7. Additions to nonaccrual assets during the previous six months.....	RCONC410	NR
8. Nonaccrual assets sold during the previous six months.....	RCONC411	NR

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. Purchased credit-impaired loans accounted for in accordance with FASB ASC 310-30 (former AICPA Statement of Position 03-3). <sup>2</sup>							M.9.
a. Outstanding balance.....	RCONL183	NR	RCONL184	NR	RCONL185	NR	M.9.a.
b. Amount included in Schedule RC-N, items 1 through 7, above.....	RCONL186	NR	RCONL187	NR	RCONL188	NR	M.9.b.

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, 2018, Report of Condition.  
 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, 2018, Report of Condition.  
 2. Memorandum items 9.a and 9.b should be completed only by institutions that have not yet adopted ASU 2016-13.

## Schedule RC-O - Other Data for Deposit Insurance and FICO Assessments

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	<b>5,705,824</b>	1.
2. Total allowable exclusions, including interest accrued and unpaid on allowable exclusions.....	RCONF237	<b>0</b>	2.
3. Not applicable			3.
4. Average consolidated total assets for the calendar quarter.....	RCONK652	<b>6,757,161</b>	4.
a. Averaging method used (for daily averaging, enter 1; for weekly averaging, enter 2).....	RCONK653	<b>1</b>	4.a.
5. Average tangible equity for the calendar quarter <sup>1</sup> .....	RCONK654	<b>820,924</b>	5.
6. Holdings of long-term unsecured debt issued by other FDIC-insured depository institutions.....	RCONK655	<b>0</b>	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	<b>0</b>	7.a.
b. Over one year through three years.....	RCONG466	<b>0</b>	7.b.
c. Over three years through five years.....	RCONG467	<b>0</b>	7.c.
d. Over five years.....	RCONG468	<b>0</b>	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	<b>0</b>	8.a.
b. Over one year through three years.....	RCONG470	<b>0</b>	8.b.
c. Over three years through five years.....	RCONG471	<b>0</b>	8.c.
d. Over five years.....	RCONG472	<b>0</b>	8.d.
9. Brokered reciprocal deposits (included in Schedule RC-E, Memorandum item 1.b).....	RCONG803	<b>0</b>	9.
<i>Item 9.a is to be completed on a fully consolidated basis by all institutions that own another insured depository institution.</i>			
a. Fully consolidated brokered reciprocal deposits.....	RCONL190	<b>NR</b>	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? If the answer to item 10 is "YES," complete items 10.a and 10.b.....	RCONK656	<b>No</b>	10.
<i>If the answer to item 10 is "YES," complete items 10.a and 10.b.</i>			
a. Banker's bank deduction.....	RCONK657	<b>NR</b>	10.a.
b. Banker's bank deduction limit.....	RCONK658	<b>NR</b>	10.b.
11. Custodial bank certification: Does the reporting institution meet the definition of a custodial bank set forth in FDIC regulations? If the answer to item 11 is "YES," complete items 11.a and 11.b.....	RCONK659	<b>No</b>	11.
<i>If the answer to item 11 is "YES," complete items 11.a and 11.b.</i>			
a. Custodial bank deduction.....	RCONK660	<b>NR</b>	11.a.
b. Custodial bank deduction limit.....	RCONK661	<b>NR</b>	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: <sup>1</sup>			M.1.a.
1. Amount of deposit accounts (excluding retirement accounts) of \$250,000 or less.....	RCONF049	<b>2,731,344</b>	M.1.a.1.
2. Number of deposit accounts (excluding retirement accounts) of \$250,000 or less.....	RCONF050	<b>144307</b>	M.1.a.2.
b. Deposit accounts (excluding retirement accounts) of more than \$250,000: <sup>1</sup>			M.1.b.
1. Amount of deposit accounts (excluding retirement accounts) of more than \$250,000.....	RCONF051	<b>2,642,413</b>	M.1.b.1.
2. Number of deposit accounts (excluding retirement accounts) of more than \$250,000.....	RCONF052	<b>2508</b>	M.1.b.2.
c. Retirement deposit accounts of \$250,000 or less: <sup>1</sup>			M.1.c.
1. Amount of retirement deposit accounts of \$250,000 or less.....	RCONF045	<b>304,246</b>	M.1.c.1.
2. Number of retirement deposit accounts of \$250,000 or less.....	RCONF046	<b>16543</b>	M.1.c.2.
d. Retirement deposit accounts of more than \$250,000: <sup>1</sup>			M.1.d.
1. Amount of retirement deposit accounts of more than \$250,000.....	RCONF047	<b>27,821</b>	M.1.d.1.
2. Number of retirement deposit accounts of more than \$250,000.....	RCONF048	<b>74</b>	M.1.d.2.

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.

Dollar amounts in thousands

<i>Memorandum item 2 is to be completed by banks with \$1 billion or more in total assets.</i>			
2. Estimated amount of uninsured deposits, including related interest accrued and unpaid (see instructions) <sup>3</sup> .....	RCON5597	1,275,456	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.
4. Not applicable			M.4.
5. Not applicable			M.5.
<i>Memorandum items 6 through 12 are to be completed by "large institutions" and "highly complex institutions" as defined in FDIC regulations.</i>			
6. Criticized and classified items:			M.6.
a. Special mention.....	RCONK663	CONF	M.6.a.
b. Substandard.....	RCONK664	CONF	M.6.b.
c. Doubtful.....	RCONK665	CONF	M.6.c.
d. Loss.....	RCONK666	CONF	M.6.d.
7. "Nontraditional 1-4 family residential mortgage loans" as defined for assessment purposes only in FDIC regulations:			M.7.
a. Nontraditional 1-4 family residential mortgage loans.....	RCONN025	CONF	M.7.a.
b. Securitizations of nontraditional 1-4 family residential mortgage loans.....	RCONN026	CONF	M.7.b.
8. "Higher-risk consumer loans" as defined for assessment purposes only in FDIC regulations:			M.8.
a. Higher-risk consumer loans.....	RCONN027	CONF	M.8.a.
b. Securitizations of higher-risk consumer loans.....	RCONN028	CONF	M.8.b.
9. "Higher-risk commercial and industrial loans and securities" as defined for assessment purposes only in FDIC regulations:			M.9.
a. Higher-risk commercial and industrial loans and securities.....	RCONN029	CONF	M.9.a.
b. Securitizations of higher-risk commercial and industrial loans and securities.....	RCONN030	CONF	M.9.b.
10. Commitments to fund construction, land development, and other land loans secured by real estate:			M.10.
a. Total unfunded commitments.....	RCONK676	NR	M.10.a.
b. Portion of unfunded commitments guaranteed or insured by the U.S. government (including the FDIC).....	RCONK677	NR	M.10.b.
11. Amount of other real estate owned recoverable from the U.S. government under guarantee or insurance provisions (excluding FDIC loss-sharing agreements).....	RCONK669	NR	M.11.
12. Nonbrokered time deposits of more than \$250,000 (included in Schedule RC-E, Memorandum item 2.d).....	RCONK678	NR	M.12.
<i>Memorandum item 13.a is to be completed by "large institutions" and "highly complex institutions" as defined in FDIC regulations. Memorandum items 13.b through 13.h are to be completed by "large institutions" only.</i>			
13. Portion of funded loans and securities guaranteed or insured by the U.S. government (including FDIC loss-sharing agreements):			M.13.
a. Construction, land development, and other land loans secured by real estate.....	RCONN177	NR	M.13.a.
b. Loans secured by multifamily residential and nonfarm nonresidential properties.....	RCONN178	NR	M.13.b.
c. Closed-end loans secured by first liens on 1-4 family residential properties.....	RCONN179	NR	M.13.c.
d. Closed-end loans secured by junior liens on 1-4 family residential properties and revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit.....	RCONN180	NR	M.13.d.
e. Commercial and industrial loans.....	RCONN181	NR	M.13.e.
f. Credit card loans to individuals for household, family, and other personal expenditures.....	RCONN182	NR	M.13.f.
g. All other loans to individuals for household, family, and other personal expenditures.....	RCONN183	NR	M.13.g.
h. Non-agency residential mortgage-backed securities.....	RCONM963	NR	M.13.h.
<i>Memorandum items 14 and 15 are to be completed by "highly complex institutions" as defined in FDIC regulations.</i>			
14. Amount of the institution's largest counterparty exposure.....	RCONK673	CONF	M.14.
15. Total amount of the institution's 20 largest counterparty exposures.....	RCONK674	CONF	M.15.
<i>Memorandum item 16 is to be completed by "large institutions" and "highly complex institutions" as defined in FDIC regulations.</i>			
16. Portion of loans restructured in troubled debt restructurings that are in compliance with their modified terms and are guaranteed or insured by the U.S. government (including the FDIC) (included in Schedule RC-C, part I, Memorandum item 1).....	RCONL189	NR	M.16.
<i>Memorandum item 17 is to be completed on a fully consolidated basis by those "large institutions" and "highly complex institutions" as defined in FDIC regulations that own another insured depository institution.</i>			
17. Selected fully consolidated data for deposit insurance assessment purposes:			M.17.
a. Total deposit liabilities before exclusions (gross) as defined in Section 3(l) of the Federal Deposit Insurance Act and FDIC regulations.....	RCONL194	NR	M.17.a.

3. Uninsured deposits should be estimated based on the deposit insurance limits set forth in Memorandum items 1.a through 1.d.

Dollar amounts in thousands

b. Total allowable exclusions, including interest accrued and unpaid on allowable exclusions.....	RCONL195	<b>NR</b>	M.17.b.
c. Unsecured "Other borrowings" with a remaining maturity of one year or less.....	RCONL196	<b>NR</b>	M.17.c.
d. Estimated amount of uninsured deposits, including related interest accrued and unpaid.....	RCONL197	<b>NR</b>	M.17.d.



	(Column A) Two-Year Probability of Default (PD) <= 1%	(Column B) Two-Year Probability of Default (PD) 1.01-4%	(Column C) Two-Year Probability of Default (PD) 4.01-7%	(Column D) Two-Year Probability of Default (PD) 7.01-10%	(Column E) Two-Year Probability of Default (PD) 10.01-14%	(Column F) Two-Year Probability of Default (PD) 14.01-16%	(Column G) Two-Year Probability of Default (PD) 16.01-18%	(Column H) Two-Year Probability of Default (PD) 18.01-20%	(Column I) Two-Year Probability of Default (PD) 20.01-22%	(Column J) Two-Year Probability of Default (PD) 22.01-26%	(Column K) Two-Year Probability of Default (PD) 26.01-30%	(Column L) Two-Year Probability of Default (PD) > 30%	(Column M) Two-Year Probability of Default (PD) Unscoreable	(Column N) Two-Year Probability of Default (PD) Total	(Column O) PDs Were Derived Using	
Dollar amounts in thousands																
18. Outstanding balance of 1-4 family residential mortgage loans, consumer loans, and consumer leases by two-year probability of default:																M18
a. "Nontraditional 1-4 family residential mortgage loans" as defined for assessment purposes only in FDIC regulations.....	RCONM964 CONF	RCONM965 CONF	RCONM966 CONF	RCONM967 CONF	RCONM968 CONF	RCONM969 CONF	RCONM970 CONF	RCONM971 CONF	RCONM972 CONF	RCONM973 CONF	RCONM974 CONF	RCONM975 CONF	RCONM976 CONF	RCONM977 CONF	RCONM978 CONF	M18a
b. Closed-end loans secured by first liens on 1-4 family residential properties.....	RCONN979 CONF	RCONN980 CONF	RCONN981 CONF	RCONN982 CONF	RCONN983 CONF	RCONN984 CONF	RCONN985 CONF	RCONN986 CONF	RCONN987 CONF	RCONN988 CONF	RCONN989 CONF	RCONN990 CONF	RCONN991 CONF	RCONN992 CONF	RCONN993 CONF	M18b
c. Closed-end loans secured by junior liens on 1-4 family residential properties.....	RCONN994 CONF	RCONN995 CONF	RCONN996 CONF	RCONN997 CONF	RCONN998 CONF	RCONN999 CONF	RCONN001 CONF	RCONN002 CONF	RCONN003 CONF	RCONN004 CONF	RCONN005 CONF	RCONN006 CONF	RCONN007 CONF	RCONN008 CONF	RCONN009 CONF	M18c
d. Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit.....	RCONN010 CONF	RCONN011 CONF	RCONN012 CONF	RCONN013 CONF	RCONN014 CONF	RCONN015 CONF	RCONN016 CONF	RCONN017 CONF	RCONN018 CONF	RCONN019 CONF	RCONN020 CONF	RCONN021 CONF	RCONN022 CONF	RCONN023 CONF	RCONN024 CONF	M18d
e. Credit cards.....	RCONN040 CONF	RCONN041 CONF	RCONN042 CONF	RCONN043 CONF	RCONN044 CONF	RCONN045 CONF	RCONN046 CONF	RCONN047 CONF	RCONN048 CONF	RCONN049 CONF	RCONN050 CONF	RCONN051 CONF	RCONN052 CONF	RCONN053 CONF	RCONN054 CONF	M18e
f. Automobile loans.....	RCONN055 CONF	RCONN056 CONF	RCONN057 CONF	RCONN058 CONF	RCONN059 CONF	RCONN060 CONF	RCONN061 CONF	RCONN062 CONF	RCONN063 CONF	RCONN064 CONF	RCONN065 CONF	RCONN066 CONF	RCONN067 CONF	RCONN068 CONF	RCONN069 CONF	M18f
g. Student loans.....	RCONN070 CONF	RCONN071 CONF	RCONN072 CONF	RCONN073 CONF	RCONN074 CONF	RCONN075 CONF	RCONN076 CONF	RCONN077 CONF	RCONN078 CONF	RCONN079 CONF	RCONN080 CONF	RCONN081 CONF	RCONN082 CONF	RCONN083 CONF	RCONN084 CONF	M18g
h. Other consumer loans and revolving credit plans other than credit cards.....	RCONN085 CONF	RCONN086 CONF	RCONN087 CONF	RCONN088 CONF	RCONN089 CONF	RCONN090 CONF	RCONN091 CONF	RCONN092 CONF	RCONN093 CONF	RCONN094 CONF	RCONN095 CONF	RCONN096 CONF	RCONN097 CONF	RCONN098 CONF	RCONN099 CONF	M18h
i. Consumer leases.....	RCONN100 CONF	RCONN101 CONF	RCONN102 CONF	RCONN103 CONF	RCONN104 CONF	RCONN105 CONF	RCONN106 CONF	RCONN107 CONF	RCONN108 CONF	RCONN109 CONF	RCONN110 CONF	RCONN111 CONF	RCONN112 CONF	RCONN113 CONF	RCONN114 CONF	M18i
j. Total.....	RCONN115 CONF	RCONN116 CONF	RCONN117 CONF	RCONN118 CONF	RCONN119 CONF	RCONN120 CONF	RCONN121 CONF	RCONN122 CONF	RCONN123 CONF	RCONN124 CONF	RCONN125 CONF	RCONN126 CONF	RCONN127 CONF	RCONN128 CONF		M18j

## Schedule RC-P - 1-4 Family Residential Mortgage Banking Activities

Schedule RC-P is to be completed by banks at which either 1-4 family residential mortgage loan originations and purchases for resale from all sources, loan sales, or quarter-end loans held for sale or trading exceed \$10 million for two consecutive quarters.

Dollar amounts in thousands

1. Retail originations during the quarter of 1-4 family residential mortgage loans for sale <sup>1</sup> .....	RCONHT81	4,682	1.
2. Wholesale originations and purchases during the quarter of 1-4 family residential mortgage loans for sale <sup>2</sup> .....	RCONHT82	0	2.
3. 1-4 family residential mortgage loans sold during the quarter.....	RCONFT04	17,682	3.
4. 1-4 family residential mortgage loans held for sale or trading at quarter-end (included in Schedule RC, items 4.a and 5).....	RCONFT05	0	4.
5. Noninterest income for the quarter from the sale, securitization, and servicing of 1-4 family residential mortgage loans (included in Schedule RI, items 5.c, 5.f, 5.g, and 5.i).....	RIADHT85	380	5.
6. Repurchases and indemnifications of 1-4 family residential mortgage loans during the quarter.....	RCONHT86	0	6.
7. Representation and warranty reserves for 1-4 family residential mortgage loans sold:			7.
a. For representations and warranties made to U.S. government agencies and government-sponsored agencies..	RCONL191	CONF	7.a.
b. For representations and warranties made to other parties.....	RCONL192	CONF	7.b.
c. Total representation and warranty reserves (sum of items 7.a and 7.b).....	RCONM288	0	7.c.

## Schedule RC-Q - Assets and Liabilities Measured at Fair Value on a Recurring Basis

Schedule RC-Q is to be completed by banks that:

- (1) Have elected to report financial instruments or servicing assets and liabilities at fair value under a fair value option with changes in fair value recognized in earnings, or  
 (2) Are required to complete Schedule RC-D, Trading Assets and Liabilities.

Dollar amounts in thousands

	(Column A) Total Fair Value Reported on Schedule RC	(Column B) LESS: Amounts Netted in the Determination of Total Fair Value	(Column C) Level 1 Fair Value Measurements	(Column D) Level 2 Fair Value Measurements	(Column E) Level 3 Fair Value Measurements	
1. Available-for-sale debt securities and equity securities with readily determinable fair values not held for trading purposes <sup>1</sup> .....	RCONJA36 1,090,733	RCONG474 0	RCONG475 55,072	RCONG476 1,035,661	RCONG477 0	1.
2. Not applicable						2.
3. Loans and leases held for sale.....	RCONG483 0	RCONG484 0	RCONG485 0	RCONG486 0	RCONG487 0	3.
4. Loans and leases held for investment.....	RCONG488 0	RCONG489 0	RCONG490 0	RCONG491 0	RCONG492 0	4.
5. Trading assets:						5.
a. Derivative assets.....	RCON3543 0	RCONG493 0	RCONG494 0	RCONG495 0	RCONG496 0	5.a.
b. Other trading assets.....	RCONG497 0	RCONG498 0	RCONG499 0	RCONG500 0	RCONG501 0	5.b.
1. Nontrading securities at fair value with changes in fair value reported in current earnings (included in Schedule RC-Q, item 5.b, above).....	RCONF240 0	RCONF684 0	RCONF692 0	RCONF241 0	RCONF242 0	5.b.1.
6. All other assets.....	RCONG391 1,939	RCONG392 0	RCONG395 0	RCONG396 1,939	RCONG804 0	6.
7. Total assets measured at fair value on a recurring basis (sum of items 1 through 5.b plus item 6).....	RCONG502 1,092,672	RCONG503 0	RCONG504 55,072	RCONG505 1,037,600	RCONG506 0	7.
8. Deposits.....	RCONF252 0	RCONF686 0	RCONF694 0	RCONF253 0	RCONF254 0	8.
9. Not applicable						9.
10. Trading liabilities:						10.
a. Derivative liabilities.....	RCON3547 0	RCONG512 0	RCONG513 0	RCONG514 0	RCONG515 0	10.a.
b. Other trading liabilities.....	RCONG516 0	RCONG517 0	RCONG518 0	RCONG519 0	RCONG520 0	10.b.
11. Not applicable						11.
12. Not applicable						12.
13. All other liabilities.....	RCONG805 2,058	RCONG806 0	RCONG807 0	RCONG808 2,058	RCONG809 0	13.

1. Exclude originations and purchases of 1-4 family residential mortgage loans that are held for investment.  
 2. Exclude originations and purchases of 1-4 family residential mortgage loans that are held for investment.  
 1. For institutions that have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities, the amount reported in item 1, column A, must equal the sum of Schedule RC, items 2.b and 2.c. For institutions that have not adopted ASU 2016-01, the amount reported in item 1, column A, must equal Schedule RC, item 2.b.

		(Column A) Total Fair Value Reported on Schedule RC	(Column B) LESS: Amounts Netted in the Determination of Total Fair Value	(Column C) Level 1 Fair Value Measurements	(Column D) Level 2 Fair Value Measurements	(Column E) Level 3 Fair Value Measurements	
Dollar amounts in thousands							
14. Total liabilities measured at fair value on a recurring basis (sum of items 8 through 13).....		RCONG531 2,058	RCONG532 0	RCONG533 0	RCONG534 2,058	RCONG535 0	14.
1. All other assets (itemize and describe amounts included in Schedule RC-Q, item 6, that are greater than \$100,000 and exceed 25% of item 6):							M.1.
a. Mortgage servicing assets.....		RCONG536 NR	RCONG537 NR	RCONG538 NR	RCONG539 NR	RCONG540 NR	M.1.a.

Dollar amounts in thousands	(Column A) Total Fair Value Reported on Schedule RC	(Column B) LESS: Amounts Netted in the Determination of Total Fair Value	(Column C) Level 1 Fair Value Measurements	(Column D) Level 2 Fair Value Measurements	(Column E) Level 3 Fair Value Measurements	
b. Nontrading derivative assets.....	RCONG541 1,939	RCONG542 NR	RCONG543 NR	RCONG544 1,939	RCONG545 NR	M.1.b.

Dollar amounts in thousands			
c. Disclose component and the dollar amount of that component:			M.1.c.
1. Describe component.....	TEXTG546	NR	M.1.c.1.

Dollar amounts in thousands	(Column A) Total Fair Value Reported on Schedule RC	(Column B) LESS: Amounts Netted in the Determination of Total Fair Value	(Column C) Level 1 Fair Value Measurements	(Column D) Level 2 Fair Value Measurements	(Column E) Level 3 Fair Value Measurements	
2. Amount of component.....	RCONG546 NR	RCONG547 NR	RCONG548 NR	RCONG549 NR	RCONG550 NR	M.1.c.2.

Dollar amounts in thousands			
d. Disclose component and the dollar amount of that component:			M.1.d.
1. Describe component.....	TEXTG551	NR	M.1.d.1.

Dollar amounts in thousands	(Column A) Total Fair Value Reported on Schedule RC	(Column B) LESS: Amounts Netted in the Determination of Total Fair Value	(Column C) Level 1 Fair Value Measurements	(Column D) Level 2 Fair Value Measurements	(Column E) Level 3 Fair Value Measurements	
2. Amount of component.....	RCONG551 NR	RCONG552 NR	RCONG553 NR	RCONG554 NR	RCONG555 NR	M.1.d.2.

Dollar amounts in thousands			
e. Disclose component and the dollar amount of that component:			M.1.e.
1. Describe component.....	TEXTG556	NR	M.1.e.1.

Dollar amounts in thousands	(Column A) Total Fair Value Reported on Schedule RC	(Column B) LESS: Amounts Netted in the Determination of Total Fair Value	(Column C) Level 1 Fair Value Measurements	(Column D) Level 2 Fair Value Measurements	(Column E) Level 3 Fair Value Measurements	
2. Amount of component.....	RCONG556 NR	RCONG557 NR	RCONG558 NR	RCONG559 NR	RCONG560 NR	M.1.e.2.

Dollar amounts in thousands			
f. Disclose component and the dollar amount of that component:			M.1.f.
1. Describe component.....	TEXTG561	NR	M.1.f.1.

	(Column A) Total Fair Value Reported on Schedule RC	(Column B) LESS: Amounts Netted in the Determination of Total Fair Value	(Column C) Level 1 Fair Value Measurements	(Column D) Level 2 Fair Value Measurements	(Column E) Level 3 Fair Value Measurements	
Dollar amounts in thousands						
2. Amount of component.....	RCONG561 NR	RCONG562 NR	RCONG563 NR	RCONG564 NR	RCONG565 NR	M.1.f.2.
2. All other liabilities (itemize and describe amounts included in Schedule RC-Q, item 13, that are greater than \$100,000 and exceed 25% of item 13):						M.2.
a. Loan commitments (not accounted for as derivatives).....	RCONF261 NR	RCONF689 NR	RCONF697 NR	RCONF262 NR	RCONF263 NR	M.2.a.
b. Nontrading derivative liabilities.....	RCONG566 2,058	RCONG567 NR	RCONG568 NR	RCONG569 2,058	RCONG570 NR	M.2.b.

Dollar amounts in thousands		
c. Disclose component and the dollar amount of that component:		M.2.c.
1. Describe component.....	TEXTG571	NR M.2.c.1.

	(Column A) Total Fair Value Reported on Schedule RC	(Column B) LESS: Amounts Netted in the Determination of Total Fair Value	(Column C) Level 1 Fair Value Measurements	(Column D) Level 2 Fair Value Measurements	(Column E) Level 3 Fair Value Measurements	
Dollar amounts in thousands						
2. Amount of component.....	RCONG571 NR	RCONG572 NR	RCONG573 NR	RCONG574 NR	RCONG575 NR	M.2.c.2.

Dollar amounts in thousands		
d. Disclose component and the dollar amount of that component:		M.2.d.
1. Describe component.....	TEXTG576	NR M.2.d.1.

	(Column A) Total Fair Value Reported on Schedule RC	(Column B) LESS: Amounts Netted in the Determination of Total Fair Value	(Column C) Level 1 Fair Value Measurements	(Column D) Level 2 Fair Value Measurements	(Column E) Level 3 Fair Value Measurements	
Dollar amounts in thousands						
2. Amount of component.....	RCONG576 NR	RCONG577 NR	RCONG578 NR	RCONG579 NR	RCONG580 NR	M.2.d.2.

Dollar amounts in thousands		
e. Disclose component and the dollar amount of that component:		M.2.e.
1. Describe component.....	TEXTG581	NR M.2.e.1.

	(Column A) Total Fair Value Reported on Schedule RC	(Column B) LESS: Amounts Netted in the Determination of Total Fair Value	(Column C) Level 1 Fair Value Measurements	(Column D) Level 2 Fair Value Measurements	(Column E) Level 3 Fair Value Measurements	
Dollar amounts in thousands						
2. Amount of component.....	RCONG581 NR	RCONG582 NR	RCONG583 NR	RCONG584 NR	RCONG585 NR	M.2.e.2.

Dollar amounts in thousands		
f. Disclose component and the dollar amount of that component:		M.2.f.
1. Describe component.....	TEXTG586	NR M.2.f.1.

	(Column A) Total Fair Value Reported on Schedule RC	(Column B) LESS: Amounts Netted in the Determination of Total Fair Value	(Column C) Level 1 Fair Value Measurements	(Column D) Level 2 Fair Value Measurements	(Column E) Level 3 Fair Value Measurements	
Dollar amounts in thousands						
2. Amount of component.....	RCONG586 NR	RCONG587 NR	RCONG588 NR	RCONG589 NR	RCONG590 NR	M.2.f.2.

Dollar amounts in thousands			
3. Loans measured at fair value (included in Schedule RC-C, Part I, items 1 through 9):			M.3.
a. Loans secured by real estate:			M.3.a.
1. Secured by 1-4 family residential properties.....	RCONHT87	0	M.3.a.1.
2. All other loans secured by real estate.....	RCONHT88	0	M.3.a.2.
b. Commercial and industrial loans.....	RCONF585	0	M.3.b.
c. Loans to individuals for household, family, and other personal expenditures (i.e., consumer loans) (includes purchased paper).....	RCONHT89	0	M.3.c.
d. Other loans.....	RCONF589	0	M.3.d.
4. Unpaid principal balance of loans measured at fair value (reported in Schedule RC-Q, Memorandum item 3):			M.4.
a. Loans secured by real estate:			M.4.a.
1. Secured by 1-4 family residential properties.....	RCONHT91	0	M.4.a.1.
2. All other loans secured by real estate.....	RCONHT92	0	M.4.a.2.
b. Commercial and industrial loans.....	RCONF597	0	M.4.b.
c. Loans to individuals for household, family, and other personal expenditures (i.e., consumer loans) (includes purchased paper).....	RCONHT93	0	M.4.c.
d. Other loans.....	RCONF601	0	M.4.d.

## Schedule RC-R Part I - Regulatory Capital Components and Ratios

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	<b>280,865</b>	1.
2. Retained earnings <sup>1</sup> .....	RCOAKW00	<b>546,513</b>	2.
<i>To be completed only by institutions that have adopted ASU 2016-13:</i>			
a. Does your institution have a CECL transition election in effect as of the quarter-end report date? (enter "1" for Yes; enter "0" for No.).....	RCOAJJ29	<b>NR</b>	2.a.
3. Accumulated other comprehensive income (AOCI).....	RCOAB530	<b>-65,820</b>	3.
a. AOCI opt-out election (enter "1" for Yes; enter "0" for No.) (Advanced approaches institutions must enter "0" for No.).....	RCOAP838	<b>1</b>	3.a.
4. Common equity tier 1 minority interest includable in common equity tier 1 capital.....	RCOAP839	<b>0</b>	4.
5. Common equity tier 1 capital before adjustments and deductions (sum of items 1 through 4).....	RCOAP840	<b>761,558</b>	5.
6. LESS: Goodwill net of associated deferred tax liabilities (DTLs).....	RCOAP841	<b>5,716</b>	6.
7. LESS: Intangible assets (other than goodwill and mortgage servicing assets (MSAs)), net of associated DTLs.....	RCOAP842	<b>0</b>	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	<b>2,734</b>	8.
9. AOCI-related adjustments (items 9.a through 9.e are effective January 1, 2015) (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 securities (if a gain, report as a positive value; if a loss, report as a negative value) <sup>2</sup> .....	RCOAP844	<b>-4,370</b>	9.a.
b. LESS: Net unrealized loss on available-for-sale preferred stock classified as an equity security under GAAP and available-for-sale equity exposures (report loss as a positive value) <sup>3</sup> .....	RCOAP845	<b>NR</b>	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	<b>-4,786</b>	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	<b>-56,665</b>	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	<b>0</b>	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	<b>NR</b>	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).....	RCOAPQ258	<b>0</b>	10.a.
b. LESS: All other deductions from (additions to) common equity tier 1 capital before threshold-based deductions.....	RCOAP850	<b>0</b>	10.b.
11. LESS: Non-significant investments in the capital of unconsolidated financial institutions in the form of common stock that exceed the 10 percent threshold for non-significant investments.....	RCOAP851	<b>0</b>	11.
12. Subtotal (item 5 minus items 6 through 11).....	RCOAP852	<b>818,929</b>	12.
13. LESS: Significant investments in the capital of unconsolidated financial institutions in the form of common stock, net of associated DTLs, that exceed the 10 percent common equity tier 1 capital deduction threshold.....	RCOAP853	<b>0</b>	13.
14. LESS: MSAs, net of associated DTLs, that exceed the 10 percent common equity tier 1 capital deduction threshold.....	RCOAP854	<b>0</b>	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 the 10 percent common equity tier 1 capital deduction threshold.....	RCOAP855	<b>0</b>	15.
16. LESS: Amount of significant investments in the capital of unconsolidated financial institutions in the form of common stock, net of associated DTLs; MSAs, net of associated DTLs; and 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 exceeds the 15 percent common equity tier 1 capital deduction threshold.....	RCOAP856	<b>0</b>	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.....	RCOAP857	<b>0</b>	17.
18. Total adjustments and deductions for common equity tier 1 capital (sum of items 13 through 17).....	RCOAP858	<b>0</b>	18.
19. Common equity tier 1 capital (item 12 minus item 18).....	RCOAP859	<b>818,929</b>	19.
20. Additional tier 1 capital instruments plus related surplus.....	RCOAP860	<b>0</b>	20.

1. Institutions that have adopted ASU 2016-13 and have elected to apply the CECL transition provision should include the applicable portion of the CECL transitional amount in this item.  
 2. Institutions that entered "1" for Yes in item 3.a and have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities, should report net unrealized gains (losses) on available-for-sale debt securities in item 9.a. Institutions that entered "1" for Yes in item 3.a and have not adopted ASU 2016-01 should report net unrealized gains (losses) on available-for-sale debt and equity securities in item 9.a.  
 3. Item 9.b is to be completed only by institutions that entered "1" for Yes in item 3.a and have not adopted ASU 2016-01. See instructions for further detail on ASU 2016-01.

Dollar amounts in thousands

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	818,929	26.
27. Tier 2 capital instruments plus related surplus.....	RCOAP866	0	27.
28. Non-qualifying capital instruments subject to phase out from tier 2 capital.....	RCOAP867	0	28.
29. Total capital minority interest that is not included in tier 1 capital.....	RCOAP868	0	29.
30. Allowance for loan and lease losses and eligible credit reserves includable in tier 2 capital			30.
a. Allowance for loan and lease losses includable in tier 2 capital <sup>1</sup> .....	RCOA5310	58,844	30.a.
b. (Advanced approaches institutions that exit parallel run only): Eligible credit reserves includable in tier 2 capital.	RCOW5310	NR	30.b.
31. Unrealized gains on available-for-sale preferred stock classified as an equity security under GAAP and available-for-sale equity exposures includable in tier 2 capital <sup>3</sup> .....	RCOQA257	NR	31.
32. Tier 2 capital before deductions			32.
a. Tier 2 capital before deductions (sum of items 27 through 30.a, plus item 31).....	RCOAP870	58,844	32.a.
b. (Advanced approaches institutions that exit parallel run only): Tier 2 capital before deductions (sum of items 27 through 29, plus items 30.b and 31).....	RCOWP870	NR	32.b.
33. LESS: Tier 2 capital deductions.....	RCOAP872	0	33.
34. Tier 2 capital			34.
a. Tier 2 capital (greater of item 32.a minus item 33, or zero).....	RCOA5311	58,844	34.a.
b. (Advanced approaches institutions that exit parallel run only): Tier 2 capital (greater of item 32.b minus item 33, or zero).....	RCOW5311	NR	34.b.
35. Total capital			35.
a. Total capital (sum of items 26 and 34.a).....	RCOA3792	877,773	35.a.
b. (Advanced approaches institutions that exit parallel run only): Total capital (sum of items 26 and 34.b).....	RCOW3792	NR	35.b.
36. Average total consolidated assets <sup>1</sup> .....	RCOAKW03	6,772,298	36.
37. LESS: Deductions from common equity tier 1 capital and additional tier 1 capital (sum of items 6, 7, 8, 10.b, 11, 13 through 17, and certain elements of item 24 - see instructions).....	RCOAP875	8,449	37.
38. LESS: Other deductions from (additions to) assets for leverage ratio purposes.....	RCOAB596	44,516	38.
39. Total assets for the leverage ratio (item 36 minus items 37 and 38).....	RCOAA224	6,719,333	39.
40. Total risk-weighted assets			40.
a. Total risk-weighted assets (from Schedule RC-R, Part II, item 31).....	RCOAA223	4,703,739	40.a.

1. Institutions that have adopted ASU 2016-13 should report the adjusted allowances for credit losses (AACL), as defined in the regulatory capital rule, in item 30.a.  
 3. Item 31 is to be completed only by institutions that have not adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities. See instructions for further detail on ASU 2016-01.  
 1. Institutions that have adopted ASU 2016-13 and have elected to apply the transition provision should include the applicable portion of the CECL transitional amount to item 36 and item 45.a.



Dollar amounts in thousands

b. (Advanced approaches institutions that exit parallel run only): Total risk-weighted assets using advanced approaches rule (from FFIEC 101 Schedule A, item 60).....	RCOWA223	<b>NR</b>	40.b.
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Dollar amounts in thousands

	(Column A) Percentage		(Column B) Percentage		
41. Common equity tier 1 capital ratio (Column A: item 19 divided by item 40.a) (Advanced approaches institutions that exit parallel run only: Column B: item 19 divided by item 40.b).....	RCOAP793	<b>17.4102%</b>	RCOWP793	<b>NR</b>	41.
42. Tier 1 capital ratio (Column A: item 26 divided by item 40.a) (Advanced approaches institutions that exit parallel run only: Column B: item 26 divided by item 40.b).....	RCOA7206	<b>17.4102%</b>	RCOW7206	<b>NR</b>	42.
43. Total capital ratio (Column A: item 35.a divided by item 40.a) (Advanced approaches institutions that exit parallel run only: Column B: item 35.b divided by item 40.b).....	RCOA7205	<b>18.6612%</b>	RCOW7205	<b>NR</b>	43.

Dollar amounts in thousands

44. Tier 1 leverage ratio (item 26 divided by item 39).....	RCOA7204	<b>12.1877%</b>	44.
45. Advanced approaches institutions only: Supplementary leverage ratio information:			45.
a. Total leverage exposure <sup>1</sup> .....	RCOAH015	<b>NR</b>	45.a.
b. Supplementary leverage ratio.....	RCOAH036	<b>NR</b>	45.b.
46. Institution-specific capital buffer necessary to avoid limitations on distributions and discretionary bonus payments:			46.
a. Capital conservation buffer.....	RCOAH311	<b>10.6612%</b>	46.a.
b. (Advanced approaches institutions that exit parallel run only): Total applicable capital buffer.....	RCOWH312	<b>NR</b>	46.b.
<i>Institutions must complete items 47 and 48 if the amount in item 46.a (or the lower of item 46.a or 46.b for an advanced approaches institution that has exited parallel run) is less than or equal to the applicable minimum capital conservation buffer:</i>			
47. Eligible retained income.....	RCOAH313	<b>NR</b>	47.
48. Distributions and discretionary bonus payments during the quarter (effective January 1, 2016).....	RCOAH314	<b>NR</b>	48.

1. Institutions that have adopted ASU 2016-13 and have elected to apply the transition provision should include the applicable portion of the CECL transitional amount to item 36 and item 45.a.

## Schedule RC-R Part II - Risk-Weighted Assets

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.

	(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%	
Dollar amounts in thousands											
1. Cash and balances due from depository institutions.....	RCOND957 65,016	RCONS396 0	RCOND958 22,543				RCOND959 42,472	RCONS397 0	RCOND960 0	RCONS398 0	1.
2. Securities:											2.
a. Held-to-maturity securities <sup>3</sup> .....	RCOND961 287,527	RCONS399 0	RCOND962 72,365	RCONHJ74 0	RCONHJ75 0		RCOND963 215,164	RCOND964 0	RCOND965 0	RCONS400 0	2.a.
b. Available-for-sale debt securities and equity securities with readily determinable fair values not held for trading.....	RCONJA21 1,086,197	RCONS402 -4,664	RCOND967 369,748	RCONHJ76 0	RCONHJ77 0		RCOND968 656,064	RCOND969 0	RCOND970 65,049	RCONS403 0	2.b.
3. Federal funds sold and securities purchased under agreements to resell:											3.
a. Federal funds sold.....	RCOND971 0		RCOND972 0				RCOND973 0	RCONS410 0	RCOND974 0	RCONS411 0	3.a.
b. Securities purchased under agreements to resell.....	RCONH171 0	RCONH172 0									3.b.
4. Loans and leases held for sale:											4.
a. Residential mortgage exposures.....	RCONS413 0	RCONS414 0	RCONH173 0				RCONS415 0	RCONS416 0	RCONS417 0		4.a.
b. High volatility commercial real estate exposures.....	RCONS419 0	RCONS420 0	RCONH174 0				RCONH175 0	RCONH176 0	RCONH177 0	RCONS421 0	4.b.
c. Exposures past due 90 days or more or on nonaccrual <sup>3</sup> .....	RCONS423 0	RCONS424 0	RCONS425 0	RCONHJ78 0	RCONHJ79 0		RCONS426 0	RCONS427 0	RCONS428 0	RCONS429 0	4.c.

	(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	
Dollar amounts in thousands										
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.....	RCONH270 NR	RCONS405 0		RCONS406 0				RCONH271 0	RCONH272 0	2.b.
3. Federal funds sold and securities purchased under agreements to resell:										3.
a. Federal funds sold										3.a.

3. Institutions that have adopted ASU 2016-13 should report as a negative number allowances eligible for inclusion in tier 2 capital in Column B, which excludes PCD allowances.  
 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.

	(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	
Dollar amounts in thousands										
b. Securities purchased under agreements to resell										3.b.
4. Loans and leases held for sale:										4.
a. Residential mortgage exposures.....								RCONH273 0	RCONH274 0	4.a.
b. High volatility commercial real estate exposures.....								RCONH275 0	RCONH276 0	4.b.



	(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	
Dollar amounts in thousands										
4. Loans and leases held for sale (continued):										4.
d. All other exposures.....								RCONH279 0	RCONH280 0	4.d.
5. Loans and leases held for investment:										5.
a. Residential mortgage exposures.....								RCONH281 0	RCONH282 0	5.a.
b. High volatility commercial real estate exposures.....								RCONH283 0	RCONH284 0	5.b.
c. Exposures past due 90 days or more or on nonaccrual <sup>11</sup> ....								RCONH285 0	RCONH286 0	5.c.
d. All other exposures.....								RCONH287 0	RCONH288 0	5.d.
6. LESS: Allowance for loan and lease losses										6.
7. Trading assets.....	RCONH289 NR	RCONH186 0	RCONH290 0	RCONH187 0				RCONH291 0	RCONH292 0	7.
8. All other assets <sup>12</sup> .....	RCONH293 NR	RCONH188 0	RCONS470 0	RCONS471 0				RCONH294 0	RCONH295 0	8.
a. Separate account bank-owned life insurance.....								RCONH296 0	RCONH297 0	8.a.
b. Default fund contributions to central counterparties.....								RCONH298 0	RCONH299 0	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.  
 7. 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.  
 8. 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) 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.....	RCONS475 0	RCONS476 0	RCONS477 0	RCONS478 0	RCONS479 0	9.a.
b. Available-for-sale securities.....	RCONS480 4,537	RCONS481 4,537	RCONS482 0	RCONS483 0	RCONS484 5,000	9.b.
c. Trading assets.....	RCONS485 0	RCONS486 0	RCONS487 0	RCONS488 0	RCONS489 0	9.c.
d. All other on-balance sheet securitization exposures.....	RCONS490 44	RCONS491 44	RCONS492 0	RCONS493 0	RCONS494 44	9.d.
10. Off-balance sheet securitization exposures.....	RCONS495 0	RCONS496 0	RCONS497 0	RCONS498 0	RCONS499 0	10.

	(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%
Dollar amounts in thousands										
11. Total balance sheet assets <sup>14</sup>	RCON2170 6,810,670	RCONS500 -99,664	RCOND987 471,861	RCONHJ90 0	RCONHJ91 0		RCOND988 996,533	RCOND989 2,526,695	RCOND990 2,901,991	RCONS503 13,254

	(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
Dollar amounts in thousands								
11. Total balance sheet assets <sup>14</sup>	RCONS504 NR	RCONS505 0	RCONS506 0	RCONS507 0			RCONS510 0	RCONH300 0

	(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%
Dollar amounts in thousands										
12. Financial standby letters of credit	RCOND991 0	RCOND992 0	RCOND993 0	RCONHJ92 0	RCONHJ93 0		RCOND994 0	RCOND995 0	RCOND996 0	RCONS511 0
13. Performance standby letters of credit and transaction-related contingent items	RCOND997 0	RCOND998 0	RCOND999 0				RCONG603 0	RCONG604 0	RCONG605 0	RCONS512 0
14. Commercial and similar letters of credit with an original maturity of one year or less	RCONG606 1,627	RCONG607 325	RCONG608 0	RCONHJ94 0	RCONHJ95 0		RCONG609 0	RCONG610 0	RCONG611 325	RCONS513 0
15. Retained recourse on small business obligations sold with recourse	RCONG612 0	RCONG613 0	RCONG614 0				RCONG615 0	RCONG616 0	RCONG617 0	RCONS514 0

	(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%
Dollar amounts in thousands										
16. Repo-style transactions <sup>21</sup>	RCONS515 0	RCONS516 0	RCONS517 0	RCONS518 0	RCONS519 0		RCONS520 0	RCONS521 0	RCONS522 0	RCONS523 0
17. All other off-balance sheet liabilities	RCONG618 0	RCONG619 0	RCONG620 0				RCONG621 0	RCONG622 0	RCONG623 0	RCONS524 0
18. Unused commitments: <sup>*</sup>										
a. Original maturity of one year or less	RCONS525 407,680	RCONS526 81,536	RCONS527 0	RCONHJ96 0	RCONHJ97 0		RCONS528 0	RCONS529 0	RCONS530 81,536	RCONS531 0

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.

\*. Excludes unused commitments to asset-backed commercial paper conduits.

	(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%	
Dollar amounts in thousands											
b. Original maturity exceeding one year.....	RCONG624 466,246	RCONG625 233,123	RCONG626 0	RCONHJ98 0	RCONHJ99 0		RCONG627 0	RCONG628 0	RCONG629 233,123	RCONS539 0	18.b.
19. Unconditionally cancelable commitments.....	RCONS540 0	RCONS541 0									19.
20. Over-the-counter derivatives.....		RCONS542 5,741	RCONS543 0	RCONHK00 0	RCONHK01 0	RCONS544 0	RCONS545 3,288	RCONS546 0	RCONS547 2,453	RCONS548 0	20.
21. Centrally cleared derivatives.....		RCONS549 0	RCONS550 0	RCONS551 0	RCONS552 0		RCONS554 0	RCONS555 0	RCONS556 0	RCONS557 0	21.
22. Unsettled transactions (failed trades) <sup>22</sup> .....	RCONH191 0		RCONH193 0				RCONH194 0	RCONH195 0	RCONH196 0	RCONH197 0	22.

22. For item 22, the sum of columns C through Q must equal column A.



	(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	
Dollar amounts in thousands						
16. Repo-style transactions <sup>24</sup> .....				RCONH301 0	RCONH302 0	16.
17. All other off-balance sheet liabilities						17.
18. Unused commitments: <sup>*</sup>						18.
a. Original maturity of one year or less.....				RCONH303 0	RCONH304 0	18.a.
b. Original maturity exceeding one year.....				RCONH307 0	RCONH308 0	18.b.
19. Unconditionally cancelable commitments						19.
20. Over-the-counter derivatives.....				RCONH309 0	RCONH310 0	20.
21. Centrally cleared derivatives						21.
22. Unsettled transactions (failed trades) <sup>25</sup> .....	RCONH198 0	RCONH199 0	RCONH200 0			22.

24. Includes securities purchased under agreements to resell (reverse repos), securities sold under agreements to repurchase (repos), securities borrowed, and securities lent.

\*. Excludes unused commitments to asset-backed commercial paper conduits.

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 471,861	RCONS558 0	RCONS559 0	RCONS560 0	RCONG631 999,821	RCONG632 2,526,695	RCONG633 3,219,428	RCONS561 13,254	23.	
24. Risk weight factor									24.	
25. Risk-weighted assets by risk-weight category (for each column, item 23 multiplied by item 24).....	RCONG634 0	RCONS569 0	RCONS570 0	RCONS571 0	RCONG635 199,964	RCONG636 1,263,348	RCONG637 3,219,428	RCONS572 19,881	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 0	RCONS564 0	RCONS565 0	RCONS566 0	RCONS567 0	RCONS568 0	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 0	RCONS575 0	RCONS576 0	RCONS577 0	RCONS578 0	RCONS579 0	25.	

Dollar amounts in thousands

26. Risk-weighted assets base for purposes of calculating the allowance for loan and lease losses 1.25 percent threshold.....	RCONS580	<b>4,707,665</b>	26.
27. Standardized market-risk weighted assets (applicable only to banks that are covered by the market risk capital rule).....	RCONS581	<b>0</b>	27.
28. Risk-weighted assets before deductions for excess allowance of loan and lease losses and allocated risk transfer risk reserve <sup>27</sup> .....	RCONB704	<b>4,707,665</b>	28.
29. LESS: Excess allowance for loan and lease losses.....	RCONA222	<b>3,926</b>	29.
30. LESS: Allocated transfer risk reserve.....	RCON3128	<b>0</b>	30.
31. Total risk-weighted assets (item 28 minus items 29 and 30).....	RCONG641	<b>4,703,739</b>	31.
1. Current credit exposure across all derivative contracts covered by the regulatory capital rules.....	RCONG642	<b>2,214</b>	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	<b>0</b>	RCONS583	<b>290,000</b>	RCONS584	<b>138,487</b>	M.2.a.
b. Foreign exchange rate and gold.....	RCONS585	<b>0</b>	RCONS586	<b>0</b>	RCONS587	<b>0</b>	M.2.b.
c. Credit (investment grade reference asset).....	RCONS588	<b>0</b>	RCONS589	<b>0</b>	RCONS590	<b>0</b>	M.2.c.
d. Credit (non-investment grade reference asset).....	RCONS591	<b>0</b>	RCONS592	<b>0</b>	RCONS593	<b>0</b>	M.2.d.
e. Equity.....	RCONS594	<b>0</b>	RCONS595	<b>0</b>	RCONS596	<b>0</b>	M.2.e.
f. Precious metals (except gold).....	RCONS597	<b>0</b>	RCONS598	<b>0</b>	RCONS599	<b>0</b>	M.2.f.
g. Other.....	RCONS600	<b>0</b>	RCONS601	<b>0</b>	RCONS602	<b>0</b>	M.2.g.
3. Notional principal amounts of centrally cleared derivative contracts:							M.3.
a. Interest rate.....	RCONS603	<b>0</b>	RCONS604	<b>0</b>	RCONS605	<b>0</b>	M.3.a.
b. Foreign exchange rate and gold.....	RCONS606	<b>0</b>	RCONS607	<b>0</b>	RCONS608	<b>0</b>	M.3.b.
c. Credit (investment grade reference asset).....	RCONS609	<b>0</b>	RCONS610	<b>0</b>	RCONS611	<b>0</b>	M.3.c.
d. Credit (non-investment grade reference asset).....	RCONS612	<b>0</b>	RCONS613	<b>0</b>	RCONS614	<b>0</b>	M.3.d.
e. Equity.....	RCONS615	<b>0</b>	RCONS616	<b>0</b>	RCONS617	<b>0</b>	M.3.e.
f. Precious metals (except gold).....	RCONS618	<b>0</b>	RCONS619	<b>0</b>	RCONS620	<b>0</b>	M.3.f.
g. Other.....	RCONS621	<b>0</b>	RCONS622	<b>0</b>	RCONS623	<b>0</b>	M.3.g.

Dollar amounts in thousands

4. Amount of allowances for credit losses on purchased credit-deteriorated assets: <sup>1</sup>			M.4.
a. Loans and leases held for investment.....	RCONJJ30	<b>NR</b>	M.4.a.
b. Held-to-maturity debt securities.....	RCONJJ31	<b>NR</b>	M.4.b.
c. Other financial assets measured at amortized cost.....	RCONJJ32	<b>NR</b>	M.4.c.

### Schedule RC-S - Servicing Securitization and Asset Sale Activities

Dollar amounts in thousands	(Column A) 1-4 Family Residential Loans		(Column G) All Other Loans, All Leases, and All Other Assets		
1. Outstanding principal balance of assets sold and securitized by the reporting bank with servicing retained or with recourse or other seller-provided credit enhancements.....	RCONB705	<b>0</b>	RCONB711	<b>0</b>	1.
2. Maximum amount of credit exposure arising from recourse or other seller-provided credit enhancements provided to structures reported in item 1.....	RCONHU09	<b>0</b>	RCONHU15	<b>0</b>	2.
3. Not applicable					3.
4. Past due loan amounts included in item 1:					4.
a. 30-89 days past due.....	RCONB733	<b>0</b>	RCONB739	<b>0</b>	4.a.
b. 90 days or more past due.....	RCONB740	<b>0</b>	RCONB746	<b>0</b>	4.b.

27. 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. Memorandum items 4.a through 4.c should be completed only by institutions that have adopted ASU 2016-13.

Dollar amounts in thousands		(Column A) 1-4 Family Residential Loans		(Column G) All Other Loans, All Leases, and All Other Assets	
5. Charge-offs and recoveries on assets sold and securitized with servicing retained or with recourse or other seller-provided credit enhancements (calendar year-to-date):					
a. Charge-offs.....	RIADB747	0	RIADB753	0	5.a.
b. Recoveries.....	RIADB754	0	RIADB760	0	5.b.
<i>Item 6 is to be completed by banks with \$10 billion or more in total assets.</i>					
6. Total amount of ownership (or seller's) interest carried as securities or loans <sup>1</sup> .....			RCONHU19	NR	6.
7. Not applicable					7.
8. Not applicable					8.
9. Maximum amount of credit exposure arising from credit enhancements provided by the reporting bank to other institutions' securitization structures in the form of standby letters of credit, purchased subordinated securities, and other enhancements.....	RCONB776	0	RCONB782	0	9.
<i>Item 10 is to be completed by banks with \$10 billion or more in total assets.</i>					
10. Reporting bank's unused commitments to provide liquidity to other institutions' securitization structures <sup>1</sup> .....	RCONB783	NR	RCONB789	NR	10.
11. Assets sold with recourse or other seller-provided credit enhancements and not securitized by the reporting bank.....	RCONB790	0	RCONB796	0	11.
12. Maximum amount of credit exposure arising from recourse or other seller-provided credit enhancements provided to assets reported in item 11.....	RCONB797	0	RCONB803	0	12.

Dollar amounts in thousands			
1. Not applicable			M.1.
2. Outstanding principal balance of assets serviced for others (includes participations serviced for others):			
a. Closed-end 1-4 family residential mortgages serviced with recourse or other servicer-provided credit enhancements.....	RCONB804	0	M.2.a.
b. Closed-end 1-4 family residential mortgages serviced with no recourse or other servicer-provided credit enhancements.....	RCONB805	405,944	M.2.b.
c. Other financial assets (includes home equity lines) <sup>1</sup> .....	RCONA591	68,784	M.2.c.
d. 1-4 family residential mortgages serviced for others that are in process of foreclosure at quarter-end (includes closed-end and open-end loans).....	RCONF699	0	M.2.d.
<i>Memorandum item 3 is to be completed by banks with \$10 billion or more in total assets.</i>			
3. Asset-backed commercial paper conduits: <sup>2</sup>			
a. Maximum amount of credit exposure arising from credit enhancements provided to conduit structures in the form of standby letters of credit, subordinated securities, and other enhancements:			
1. Conduits sponsored by the bank, a bank affiliate, or the bank's holding company.....	RCONB806	NR	M.3.a.1.
2. Conduits sponsored by other unrelated institutions.....	RCONB807	NR	M.3.a.2.
b. Unused commitments to provide liquidity to conduit structures:			
1. Conduits sponsored by the bank, a bank affiliate, or the bank's holding company.....	RCONB808	NR	M.3.b.1.
2. Conduits sponsored by other unrelated institutions.....	RCONB809	NR	M.3.b.2.
4. Outstanding credit card fees and finance charges <sup>2</sup> .....	RCONC407	0	M.4.

1. The \$10 billion asset-size test is based on the total assets reported on the June 30, 2018, Report of Condition.  
 1. The \$10 billion asset-size test is based on the total assets reported on the June 30, 2018, Report of Condition.  
 1. Memorandum item 2.c is to be completed if the principal balance of other financial assets serviced for others is more than \$10 million.  
 2. The \$10 billion asset-size test is based on the total assets reported on the June 30, 2018, Report of Condition.  
 2. Memorandum item 4 is to be completed by banks that (1) together with affiliated institutions, have outstanding credit card receivables (as defined in the instructions) that exceed \$500 million as of the report date, or (2) are credit card specialty banks as defined for Uniform Bank Performance Report purposes.

## Schedule RC-T - Fiduciary and Related Services

Dollar amounts in thousands

1. Does the institution have fiduciary powers? (If "NO," do not complete Schedule RC-T.).....	RCONA345	No	1.
2. Does the institution exercise the fiduciary powers it has been granted?.....	RCONA346	No	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	No	3.

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	0	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		
<i>Memoranda items 3.a through 3.g are to be completed by banks with collective investment funds and common trust funds with a total market value of \$1 billion or more as of the preceding December 31.</i>					M.3.
3. Collective investment funds and common trust funds:					
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		(Column B) Gross Losses		(Column C) Recoveries		
	Managed Accounts		Non-Managed Accounts				
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 RC-V - Variable Interest Entities

Dollar amounts in thousands	(Column A) Securitization Vehicles		(Column B) Other VIEs		
1. Assets of consolidated variable interest entities (VIEs) that can be used only to settle obligations of the consolidated VIEs:					1.
a. Cash and balances due from depository institutions.....	RCONJ981	0	RCONJF84	0	1.a.
b. Securities not held for trading.....	RCONHU20	0	RCONHU21	0	1.b.
c. Loans and leases held for investment, net of allowance, and held for sale.....	RCONHU22	0	RCONHU23	0	1.c.
d. Other real estate owned.....	RCONK009	0	RCONJF89	0	1.d.
e. Other assets.....	RCONJF91	0	RCONJF90	0	1.e.
2. Liabilities of consolidated VIEs for which creditors do not have recourse to the general credit of the reporting bank:					2.
a. Other borrowed money.....	RCONJF92	0	RCONJF85	0	2.a.
b. Other liabilities.....	RCONJF93	0	RCONJF86	0	2.b.
3. All other assets of consolidated VIEs (not included in items 1.a. through 1.e above).....	RCONK030	0	RCONJF87	0	3.
4. All other liabilities of consolidated VIEs (not included in items 2.a and 2.b above).....	RCONK033	0	RCONJF88	0	4.

Dollar amounts in thousands				
5. Total assets of asset-backed commercial paper (ABCP) conduit VIEs.....	RCONJF77		0	5.
6. Total liabilities of ABCP conduit VIEs.....	RCONJF78		0	6.

## Optional Narrative Statement Concerning the Amounts Reported in the Reports of Condition and Income

Dollar amounts in thousands				
1. Comments?.....	RCON6979		No	1.
2. Bank Management Statement.....	TEXT6980		NR	2.

**EXHIBIT 5**

**Call Report for Atlantic Stewardship Bank for the Quarter Ended March 31, 2019**



**Federal Financial Institutions Examination Council**

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**Consolidated Reports of Condition and Income for a Bank with  
Domestic Offices Only and Total Assets Less than \$1 Billion - FFIEC  
051**

Institution Name	<b>ATLANTIC STEWARDSHIP BANK</b>
City	<b>MIDLAND PARK</b>
State	<b>NJ</b>
Zip Code	<b>07432</b>
Call Report Report Date	<b>3/31/2019</b>
Report Type	<b>051</b>
RSSD-ID	<b>527507</b>
FDIC Certificate Number	<b>26390</b>
OCC Charter Number	<b>0</b>
ABA Routing Number	<b>21206582</b>
Last updated on	<b>4/30/2019</b>



Consolidated Reports of Condition and Income for a Bank with Domestic Offices Only and Total Assets Less than \$1 Billion - FFIEC 051

Report at the close of business March 31, 2019

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).

(20190331) (RCON 9999)

Unless the context indicates otherwise, the term "bank" in this report form refers to both banks and savings associations.

This report form is to be filed by banks with branches and consolidated subsidiaries in U.S. territories and possessions, Edge or Agreement subsidiaries, foreign branches, consolidated foreign subsidiaries, or International Banking Facilities.

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.

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.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting

Signature of Chief Financial Officer (or Equivalent)

Director (Trustee)

Date of Signature

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.

FDIC Certificate Number 26390 (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.

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@ffiec.gov.

ATLANTIC STEWARDSHIP BANK

Legal Title of Bank (RSSD 9017)

MIDLAND PARK

City (RSSD 9130)

NJ

State Abbreviation (RSSD 9200)

07432

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 \$1 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.

## 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)

## Schedule RI - Income Statement

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	<b>1,368</b>	1.a.1.a.
b. All other loans secured by real estate.....	RIAD4436	<b>5,954</b>	1.a.1.b.
2. Commercial and industrial loans.....	RIAD4012	<b>918</b>	1.a.2.
3. Loans to individuals for household, family, and other personal expenditures:			1.a.3.
a. Credit cards.....	RIADB485	<b>0</b>	1.a.3.a.
b. Other (includes revolving credit plans other than credit cards, automobile loans, and other consumer loans).....	RIADB486	<b>8</b>	1.a.3.b.
4. Not applicable			1.a.4.
5. All other loans <sup>1</sup> .....	RIAD4058	<b>16</b>	1.a.5.
6. Total interest and fee income on loans (sum of items 1.a.(1)(a) through 1.a.(5)).....	RIAD4010	<b>8,264</b>	1.a.6.
b. Income from lease financing receivables.....	RIAD4065	<b>0</b>	1.b.
c. Interest income on balances due from depository institutions <sup>2</sup> .....	RIAD4115	<b>9</b>	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	<b>348</b>	1.d.1.
2. Mortgage-backed securities.....	RIADB489	<b>522</b>	1.d.2.
3. All other securities (includes securities issued by states and political subdivisions in the U.S.).....	RIAD4060	<b>196</b>	1.d.3.
e. Not applicable			1.e.
f. Interest income on federal funds sold and securities purchased under agreements to resell.....	RIAD4020	<b>0</b>	1.f.
g. Other interest income.....	RIAD4518	<b>60</b>	1.g.
h. Total interest income (sum of items 1.a.(6) through 1.g.).....	RIAD4107	<b>9,399</b>	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	<b>14</b>	2.a.1.
2. Nontransaction accounts:			2.a.2.
a. Savings deposits (includes MMDAs).....	RIAD0093	<b>786</b>	2.a.2.a.
b. Time deposits of \$250,000 or less.....	RIADHK03	<b>642</b>	2.a.2.b.
c. Time deposits of more than \$250,000.....	RIADHK04	<b>256</b>	2.a.2.c.
b. Expense of federal funds purchased and securities sold under agreements to repurchase.....	RIAD4180	<b>206</b>	2.b.
c. Other interest expense.....	RIADGW44	<b>120</b>	2.c.
d. Not applicable			2.d.
e. Total interest expense (sum of items 2.a through 2.c.).....	RIAD4073	<b>2,024</b>	2.e.
3. Net interest income (item 1.h minus 2.e.).....	RIAD4074	<b>7,375</b>	3.
4. Provision for loan and lease losses <sup>1</sup> .....	RIADJJ33	<b>65</b>	4.
5. Noninterest income:			5.
a. Income from fiduciary activities <sup>2</sup> .....	RIAD4070	<b>0</b>	5.a.
b. Service charges on deposit accounts.....	RIAD4080	<b>323</b>	5.b.
c. Not applicable			5.c.
d. Not available			5.d.
1. Fees and commissions from securities brokerage, investment banking, advisory, and underwriting activities.....	RIADHT73	<b>7</b>	5.d.1.
2. Income from insurance activities <sup>3</sup> .....	RIADHT74	<b>6</b>	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.

1. Institutions that have adopted ASU 2016-13 should report in item 4, the provisions for credit losses for all financial assets that fall within the scope of the standard.

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	<b>1</b>	5.f.
g. Not applicable			5.g.
h. Not applicable			5.h.
i. Net gains (losses) on sales of loans and leases.....	RIAD5416	<b>66</b>	5.i.
j. Net gains (losses) on sales of other real estate owned.....	RIAD5415	<b>0</b>	5.j.
k. Net gains (losses) on sales of other assets <sup>4</sup> .....	RIADB496	<b>0</b>	5.k.
l. Other noninterest income <sup>*</sup> .....	RIADB497	<b>455</b>	5.l.
m. Total noninterest income (sum of items 5.a through 5.l.).....	RIAD4079	<b>858</b>	5.m.
6. Not available			6.
a. Realized gains (losses) on held-to-maturity securities.....	RIAD3521	<b>0</b>	6.a.
b. Realized gains (losses) on available-for-sale securities.....	RIAD3196	<b>2</b>	6.b.
7. Noninterest expense:			7.
a. Salaries and employee benefits.....	RIAD4135	<b>3,137</b>	7.a.
b. Expenses of premises and fixed assets (net of rental income) (excluding salaries and employee benefits and mortgage interest).....	RIAD4217	<b>653</b>	7.b.
c. Not available			7.c.
1. Goodwill impairment losses.....	RIADC216	<b>0</b>	7.c.1.
2. Amortization expense and impairment losses for other intangible assets.....	RIADC232	<b>0</b>	7.c.2.
d. Other noninterest expense <sup>*</sup> .....	RIAD4092	<b>1,713</b>	7.d.
e. Total noninterest expense (sum of items 7.a through 7.d.).....	RIAD4093	<b>5,503</b>	7.e.
8. Not available			8.
a. Income (loss) before 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	<b>2,667</b>	8.a.
b. Unrealized holding gains (losses) on equity securities not held for trading <sup>5</sup> .....	RIADHT70	<b>22</b>	8.b.
c. Income (loss) before applicable income taxes and discontinued operations (sum of items 8.a and 8.b.).....	RIAD4301	<b>2,689</b>	8.c.
9. Applicable income taxes (on item 8.c.).....	RIAD4302	<b>684</b>	9.
10. Income (loss) before discontinued operations (item 8.c minus item 9.).....	RIAD4300	<b>2,005</b>	10.
11. Discontinued operations, net of applicable income taxes <sup>*</sup> .....	RIADFT28	<b>0</b>	11.
12. Net income (loss) attributable to bank and noncontrolling (minority) interests (sum of items 10 and 11.).....	RIADG104	<b>2,005</b>	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	<b>0</b>	13.
14. Net income (loss) attributable to bank (item 12 minus item 13.).....	RIAD4340	<b>2,005</b>	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	<b>16</b>	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	<b>33</b>	M.4.
5. Number of full-time equivalent employees at end of current period (round to nearest whole number).....	RIAD4150	<b>135</b>	M.5.
Memorandum item 6 is to be completed by: <sup>*</sup> banks with \$300 million or more in total assets, and <sup>*</sup> 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	RIAD4024	<b>0</b>	M.6.
6. Interest and fee income on loans to finance agricultural production and other loans to farmers (included in Schedule RI, item 1.a.(5)) <sup>1</sup> .....			
7. If the reporting institution has applied pushdown accounting this calendar year, report the date of the institution's acquisition (see instructions) <sup>2</sup> .....	RIAD9106	<b>00000000</b>	M.7.
8. Not applicable			M.8.

4. Exclude net gains (losses) on sales of trading assets and held-to-maturity and available-for-sale securities.  
<sup>\*</sup>. Describe on Schedule RI-E - Explanations.  
<sup>\*</sup>. Describe on Schedule RI-E - Explanations.  
5. Item 8.b is to be completed only by institutions that have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities. See the instructions for further detail on ASU 2016-01.  
<sup>\*</sup>. 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, 2018, Report of Condition.  
2. Report the date in YYYYMMDD format. For example, a bank acquired on March 1, 2019, would report 20190301.

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	<b>No</b>	M.11.
<i>Memorandum item 12 is to be completed by banks that are required to complete Schedule RC-C, Part I, Memorandum items 8.b and 8.c, and is to be completed annually in the December report only.</i>			
12. Noncash income from negative amortization on closed-end loans secured by 1-4 family residential properties (included in Schedule RI, item 1.a.(1)(a)).....	RIADF228	<b>NR</b>	M.12.
13. Not applicable			M.13.
14. Other-than-temporary impairment losses on held-to-maturity and available-for-sale debt securities recognized in earnings (included in Schedule RI, items 6.a and 6.b) <sup>3</sup> .....	RIADJ321	<b>0</b>	M.14.

## Schedule RI-A - Changes in Bank Equity Capital

Dollar amounts in thousands

1. Total bank equity capital most recently reported for the December 31, 2018, Reports of Condition and Income (i.e., after adjustments from amended Reports of Income).....	RIAD3217	<b>97,861</b>	1.
2. Cumulative effect of changes in accounting principles and corrections of material accounting errors * .....	RIADB507	<b>0</b>	2.
3. Balance end of previous calendar year as restated (sum of items 1 and 2).....	RIADB508	<b>97,861</b>	3.
4. Net income (loss) attributable to bank (must equal Schedule RI, item 14).....	RIAD4340	<b>2,005</b>	4.
5. Sale, conversion, acquisition, or retirement of capital stock, net (excluding treasury stock transactions).....	RIADB509	<b>56</b>	5.
6. Treasury stock transactions, net.....	RIADB510	<b>0</b>	6.
7. Changes incident to business combinations, net.....	RIAD4356	<b>0</b>	7.
8. LESS: Cash dividends declared on preferred stock.....	RIAD4470	<b>0</b>	8.
9. LESS: Cash dividends declared on common stock.....	RIAD4460	<b>740</b>	9.
10. Other comprehensive income <sup>1</sup> .....	RIADB511	<b>801</b>	10.
11. Other transactions with stockholders (including a parent holding company) (not included in items 5, 6, 8, or 9 above) * .....	RIAD4415	<b>0</b>	11.
12. Total bank equity capital end of current period (sum of items 3 through 11) (must equal Schedule RC, item 27.a)..	RIAD3210	<b>99,983</b>	12.

3. Memorandum item 14 is to be completed only by institutions that have not adopted ASU 2016-13.

\*. Describe on Schedule RI-E - Explanations.

1. Includes, but is not limited to, changes in net unrealized holding gains (losses) on available-for-sale 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

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	1		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	15		1.c.2.a.
b. Secured by junior liens.....	RIADC235	0	RIADC218	5		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	3		1.e.2.
2. Not applicable						2.
3. Not applicable						3.
4. Commercial and industrial loans.....	RIAD4638	0	RIAD4608	3		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	0	RIADK206	0		5.c.
6. Not applicable						6.
7. All other loans <sup>2</sup> .....	RIAD4644	0	RIAD4628	0		7.
8. Lease financing receivables.....	RIAD4266	0	RIAD4267	0		8.
9. Total (sum of items 1 through 8).....	RIAD4635	0	RIAD4605	27		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.
<i>Memorandum item 3 are to be completed by:</i> <i>* banks with \$300 million or more in total assets, and</i> <i>* 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</i>						
3. Loans to finance agricultural production and other loans to farmers (included in Schedule RI-B, Part I, item 7, above) <sup>2</sup> .....	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, 2018, Report of Condition.



## Schedule RI-B Part II - Changes in Allowances for Credit Losses

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, 2018, Reports of Condition and Income (i.e., after adjustments from amended Reports of Income).....	RIADB522	7,926	RIADJH88	NR	RIADJH94	NR	1.
2. Recoveries (column A must equal Part I, item 9, column B, above).....	RIAD4605	27	RIADJH89	NR	RIADJH95	NR	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	0	RIADJH92	NR	RIADJH98	NR	3.
4. LESS: Write-downs arising from transfers of financial assets <sup>3</sup> .....	RIAD5523	0	RIADJJ00	NR	RIADJJ01	NR	4.
5. Provisions for credit losses <sup>4</sup> .....	RIAD4230	65	RIADJH90	NR	RIADJH96	NR	5.
6. Adjustments (see instructions for this schedule)*.....	RIADC233	0	RIADJH91	NR	RIADJH97	NR	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	8,018	RIADJH93	NR	RIADJH99	NR	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) <sup>1</sup> ...	RIADJJ02	NR M.5.
6. Allowance for credit losses on other financial assets measured at amortized cost (not included in item 7, above) <sup>1</sup> ...	RCONJJ03	NR M.6.

3. Institutions that have not yet adopted ASU 2016-13 should report write-downs arising from transfers of loans to a held-for-sale account in item 4, column A.  
 4. Institutions that have not yet adopted ASU 2016-13 should report the provision for loan and lease losses in item 5, column A and the amount reported must equal Schedule RI, item 4.  
 \*. Describe on Schedule RI-E - Explanations.  
 1. Memorandum items 5 and 6 are to be completed only by institutions that have adopted ASU 2016-13.  
 1. Memorandum items 5 and 6 are to be completed only by institutions that have adopted ASU 2016-13.

## Schedule RI-E - Explanations

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	0	1.h.1.
i. Disclose component and the dollar amount of that component:			1.i.
(TEXT4462) NR	RIAD4462	0	1.i.1.
j. Disclose component and the dollar amount of that component:			1.j.
(TEXT4463) NR	RIAD4463	0	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	0	2.n.1.
o. Disclose component and the dollar amount of that component:			2.o.
(TEXT4467) NR	RIAD4467	0	2.o.1.
p. Disclose component and the dollar amount of that component:			2.p.
(TEXT4468) NR	RIAD4468	0	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.

Dollar amounts in thousands

a. Effect of adoption of Current Expected Credit Losses Methodology - ASU 2016-13 <sup>1</sup> .....	RIADJJ26	<b>NR</b>	4.a.
b. Effect of adoption of lease accounting standard - ASC Topic 842.....	RIADKW17	<b>0</b>	4.b.
c. Disclose component and the dollar amount of that component: (TEXTB526) NR	RIADB526	<b>0</b>	4.c.1.
d. Disclose component and the dollar amount of that component: (TEXTB527) NR	RIADB527	<b>0</b>	4.d.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: (TEXT4498) NR	RIAD4498	<b>0</b>	5.a.1.
b. Disclose component and the dollar amount of that component: (TEXT4499) NR	RIAD4499	<b>0</b>	5.b.1.
6. Adjustments to allowances for credit losses (from Schedule RI-B, Part II, item 6) (itemize and describe all adjustments). <sup>3</sup>			6.
a. Initial allowances for credit losses recognized upon the acquisition of purchased credit-deteriorated assets on or after the effective date of ASU 2016-13 <sup>1</sup> .....	RIADJJ27	<b>NR</b>	6.a.
b. Effect of adoption of current expected credit losses methodology on allowances for credit losses on loans and leases held for investment and held-to-maturity debt securities <sup>1</sup> .....	RIADJJ28	<b>NR</b>	6.b.
c. Disclose component and the dollar amount of that component: (TEXT4521) NR	RIAD4521	<b>0</b>	6.c.1.
d. Disclose component and the dollar amount of that component: (TEXT4522) NR	RIAD4522	<b>0</b>	6.d.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	<b>No</b>	7.a.
b. Other explanations (please type or print clearly; 750 character limit):.....	TEXT4769	<b>NR</b>	7.b.

1. Only institutions that have adopted ASU 2016-13 should report an amount in item 4.a, if applicable.  
 3. Institutions that have not adopted ASU 2016-13 should report the allowance for loan and lease losses in item 6, where applicable.  
 1. Only institutions that have adopted ASU 2016-13 should report amounts in items 6.a and 6.b, if applicable.  
 1. Only institutions that have adopted ASU 2016-13 should report amounts in items 6.a and 6.b, if applicable.

## Schedule RC - Balance Sheet

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 <sup>1</sup> .....	RCON0081	<b>11,653</b>	1.a.
b. Interest-bearing balances <sup>2</sup> .....	RCON0071	<b>1,503</b>	1.b.
2. Securities:			2.
a. Held-to-maturity securities (from Schedule RC-B, column A) <sup>3</sup> .....	RCONJJ34	<b>61,586</b>	2.a.
b. Available-for-sale securities (from Schedule RC-B, column D).....	RCON1773	<b>98,564</b>	2.b.
c. Equity securities with readily determinable fair values not held for trading <sup>4</sup> .....	RCONJA22	<b>1,609</b>	2.c.
3. Federal funds sold and securities purchased under agreements to resell:			3.
a. Federal funds sold.....	RCONB987	<b>0</b>	3.a.
b. Securities purchased under agreements to resell <sup>5</sup> .....	RCONB989	<b>0</b>	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			4.
a. Loans and leases held for sale.....	RCON5369	<b>0</b>	4.a.
b. Loans and leases held for investment.....	RCONB528	<b>746,721</b>	4.b.
c. LESS: Allowance for loan and lease losses <sup>7</sup> .....	RCON3123	<b>8,018</b>	4.c.
d. Loans and leases held for investment, net of allowance (item 4.b minus 4.c).....	RCONB529	<b>738,703</b>	4.d.
5. Trading assets.....	RCON3545	<b>0</b>	5.
6. Premises and fixed assets (including capitalized leases).....	RCON2145	<b>7,262</b>	6.
7. Other real estate owned (from Schedule RC-M).....	RCON2150	<b>0</b>	7.
8. Investments in unconsolidated subsidiaries and associated companies.....	RCON2130	<b>0</b>	8.
9. Direct and indirect investments in real estate ventures.....	RCON3656	<b>0</b>	9.
10. Intangible assets (from Schedule RC-M).....	RCON2143	<b>92</b>	10.
11. Other assets (from Schedule RC-F) <sup>6</sup> .....	RCON2160	<b>35,852</b>	11.
12. Total assets (sum of items 1 through 11).....	RCON2170	<b>956,824</b>	12.
13. Deposits:			13.
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E).....	RCON2200	<b>784,625</b>	13.a.
1. Noninterest-bearing <sup>8</sup> .....	RCON6631	<b>48,816</b>	13.a.1.
2. Interest-bearing.....	RCON6636	<b>735,809</b>	13.a.2.
b. Not applicable			13.b.
14. Federal funds purchased and securities sold under agreements to repurchase:			14.
a. Federal funds purchased <sup>9</sup> .....	RCONB993	<b>0</b>	14.a.
b. Securities sold under agreements to repurchase <sup>10</sup> .....	RCONB995	<b>43,000</b>	14.b.
15. Trading liabilities.....	RCON3548	<b>0</b>	15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M).....	RCON3190	<b>20,900</b>	16.
17. Not applicable			17.
18. Not applicable			18.
19. Subordinated notes and debentures <sup>11</sup> .....	RCON3200	<b>0</b>	19.
20. Other liabilities (from Schedule RC-G).....	RCON2930	<b>8,316</b>	20.

- Includes cash items in process of collection and unposted debits.
- Includes time certificates of deposit not held for trading.
- Institutions that have adopted ASU 2016-13 should report in item 2.a, amounts net of any applicable allowance for credit losses, and should equal to Schedule RC-B, item 8, column A less Schedule RI-B, Part II, item 7, column B.
- Item 2.c is to be completed only by institutions that have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities. See the instructions for further detail on ASU 2016-01.
- Includes all securities resale agreements, regardless of maturity.
- Institutions that have adopted ASU 2016-13 should report in item 4.c the allowance for credit losses on loans and leases.
- Institutions that have adopted ASU 2016-13 should report in items 3.b and 11 amounts net of any applicable allowance for credit losses.
- Includes noninterest-bearing demand, time, and savings deposits.
- Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
- Includes all securities repurchase agreements, regardless of maturity.
- Includes limited-life preferred stock and related surplus.

Dollar amounts in thousands

21. Total liabilities (sum of items 13 through 20).....	RCON2948	<b>856,841</b>	21.
22. Not applicable			22.
23. Perpetual preferred stock and related surplus.....	RCON3838	<b>0</b>	23.
24. Common stock.....	RCON3230	<b>35,963</b>	24.
25. Surplus (exclude all surplus related to preferred stock).....	RCON3839	<b>4,589</b>	25.
26. Not available			26.
a. Retained earnings.....	RCON3632	<b>60,585</b>	26.a.
b. Accumulated other comprehensive income <sup>1</sup> .....	RCONB530	<b>-1,154</b>	26.b.
c. Other equity capital components <sup>2</sup> .....	RCONA130	<b>0</b>	26.c.
27. Not available			27.
a. Total bank equity capital (sum of items 23 through 26.c.).....	RCON3210	<b>99,983</b>	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries.....	RCON3000	<b>0</b>	27.b.
28. Total equity capital (sum of items 27.a and 27.b).....	RCONG105	<b>99,983</b>	28.
29. Total liabilities and equity capital (sum of items 21 and 28).....	RCON3300	<b>956,824</b>	29.
<i>To be reported with the March Report of Condition.</i>			
<p>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.</p> <p>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.</p> <p>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).</p> <p>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).</p> <p>3 = This number is not to be used.</p> <p>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)</p> <p>5 = Directors' examination of the bank performed by other external auditors (may be required by state-chartering authority)</p> <p>6 = Review of the bank's financial statements by external auditors</p> <p>7 = Compilation of the bank's financial statements by external auditors</p> <p>8 = Other audit procedures (excluding tax preparation work)</p> <p>9 = No external audit work</p> <p>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 2018.....</p> <p><i>To be reported with the March Report of Condition.</i></p>			
	RCON6724	<b>2a</b>	M.1.
<i>To be reported with the March Report of Condition.</i>			
2. Bank's fiscal year-end date (report the date in MMDD format).....	RCON8678	<b>1231</b>	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

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	1,000	RCON0213	990	RCON1286	0	RCON1287	0	1.
2. U.S. Government agency and sponsored agency obligations (exclude mortgage-backed securities) <sup>1</sup> .....	RCONHT50	34,564	RCONHT51	34,144	RCONHT52	13,820	RCONHT53	13,728	2.
3. Securities issued by states and political subdivisions in the U.S.....	RCON8496	2,031	RCON8497	2,025	RCON8498	3,202	RCON8499	3,186	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	18,710	RCONHT55	18,762	RCONHT56	32,523	RCONHT57	32,328	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 <sup>1</sup> .....	RCONG312	4,254	RCONG313	4,169	RCONG314	22,545	RCONG315	22,199	4.b.1.
2. Collateralized by MBS issued or guaranteed by U.S. Government agencies or sponsored agencies <sup>1</sup> .....	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	1,027	RCONK143	1,020	RCONK144	7,260	RCONK145	7,093	4.c.1a.
b. Other pass-through securities.....	RCONK146	0	RCONK147	0	RCONK148	0	RCONK149	0	4.c.1b.
2. Other commercial MBS:									4.c.2.
a. Issued or guaranteed by U.S. Government agencies or sponsored agencies <sup>1</sup> .....	RCONK150	0	RCONK151	0	RCONK152	2,847	RCONK153	2,709	4.c.2a.
b. All other commercial MBS.....	RCONK154	0	RCONK155	0	RCONK156	0	RCONK157	0	4.c.2b.
5. Asset-backed securities and structured financial products:									5.
a. Asset-backed securities (ABS).....	RCONC026	0	RCONC988	0	RCONC989	4,201	RCONC027	4,190	5.a.
b. Structured financial products.....	RCONHT58	0	RCONHT59	0	RCONHT60	0	RCONHT61	0	5.b.
6. Other debt securities:									6.
a. Other domestic debt securities.....	RCON1737	0	RCON1738	0	RCON1739	13,351	RCON1741	13,131	6.a.
b. Other foreign debt securities.....	RCON1742	0	RCON1743	0	RCON1744	0	RCON1746	0	6.b.
7. Investments in mutual funds and other equity securities with readily determinable fair values <sup>2</sup> .....					RCONA510	NR	RCONA511	NR	7.
8. Total (sum of items 1 through 7) <sup>4</sup> .....	RCON1754	61,586	RCON1771	61,110	RCON1772	99,749	RCON1773	98,564	8.

Dollar amounts in thousands

1. Pledged securities <sup>1</sup> .....	RCON0416	<b>52,799</b>	M.1.
2. Maturity and repricing data for debt securities (excluding those in nonaccrual status): <sup>1, 2</sup>			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: <sup>3, 4</sup>			M.2.a.
1. Three months or less.....	RCONA549	<b>8,226</b>	M.2.a.1.
2. Over three months through 12 months.....	RCONA550	<b>3,165</b>	M.2.a.2.
3. Over one year through three years.....	RCONA551	<b>13,004</b>	M.2.a.3.
4. Over three years through five years.....	RCONA552	<b>20,521</b>	M.2.a.4.
5. Over five years through 15 years.....	RCONA553	<b>35,034</b>	M.2.a.5.
6. Over 15 years.....	RCONA554	<b>0</b>	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: <sup>3, 5</sup>			M.2.b.
1. Three months or less.....	RCONA555	<b>319</b>	M.2.b.1.
2. Over three months through 12 months.....	RCONA556	<b>1,715</b>	M.2.b.2.
3. Over one year through three years.....	RCONA557	<b>137</b>	M.2.b.3.
4. Over three years through five years.....	RCONA558	<b>2,173</b>	M.2.b.4.
5. Over five years through 15 years.....	RCONA559	<b>23,707</b>	M.2.b.5.
6. Over 15 years.....	RCONA560	<b>22,987</b>	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: <sup>6</sup>			M.2.c.
1. Three years or less.....	RCONA561	<b>4,851</b>	M.2.c.1.
2. Over three years.....	RCONA562	<b>24,311</b>	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	<b>3,782</b>	M.2.d.
<i>Memorandum item 3 is to be completed semiannually in the June and December reports only.</i>			
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	<b>NR</b>	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	<b>1,000</b>	M.4.a.
b. Fair value.....	RCON8783	<b>972</b>	M.4.b.

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. Report Federal Reserve stock, Federal Home Loan Bank stock, and bankers' bank stock in Schedule RC-F, item 4.

4. For institutions that have adopted ASU 2016-13, the total reported in column A must equal Schedule RC, item 2.a. plus Schedule RI-B, Part II, item 7, column B. For institutions that have not adopted ASU 2016-13, the total reported in column A must equal Schedule RC, item 2.a. For all institutions, the total reported in column D must equal Schedule RC, item 2.b.

1. Includes held-to-maturity securities at amortized cost and available-for-sale securities at fair value.

1, 2. 1. Includes held-to-maturity securities at amortized cost and available-for-sale securities at fair value. 2. Exclude investments in mutual funds and other equity securities with readily determinable fair values.

3, 4. 3. Report fixed-rate debt securities by remaining maturity and floating-rate debt securities by next repricing date. 4. Sum of Memorandum items 2.a.(1) through 2.a.(6) plus any nonaccrual debt securities in the categories of debt securities reported in Memorandum item 2.a that are included in Schedule RC-N, item 10, column C, must equal Schedule RC-B, sum of items 1, 2, 3, 4.c.(1), 5, and 6, columns A and D, plus residential mortgage pass-through securities other than those backed by closed-end first lien

3, 5. 3. Report fixed-rate debt securities by remaining maturity and floating-rate debt securities by next repricing date. 5. Sum of Memorandum items 2.b.(1) through 2.b.(6) plus any nonaccrual mortgage pass-through securities backed by closed-end first lien 1-4 family residential mortgages included in Schedule RC-N, item 10, column C, must equal Schedule RC-B, item 4.a, sum of columns A and D, less the amount of residential mortgage pass-through securities other than those backed by closed-end first lien 1-4

6. 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

Do not deduct the allowance for loan and lease losses 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	<b>24</b>	1.a.1.
2. Other construction loans and all land development and other land loans.....	RCONF159	<b>11,696</b>	1.a.2.
b. Secured by farmland (including farm residential and other improvements).....	RCON1420	<b>1,290</b>	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	<b>22,301</b>	1.c.1.
2. Closed-end loans secured by 1-4 family residential properties:			1.c.2.
a. Secured by first liens.....	RCON5367	<b>106,537</b>	1.c.2.a.
b. Secured by junior liens.....	RCON5368	<b>11,085</b>	1.c.2.b.
d. Secured by multifamily (5 or more) residential properties.....	RCON1460	<b>27,418</b>	1.d.
e. Secured by nonfarm nonresidential properties:			1.e.
1. Loans secured by owner-occupied nonfarm nonresidential properties.....	RCONF160	<b>216,294</b>	1.e.1.
2. Loans secured by other nonfarm nonresidential properties.....	RCONF161	<b>273,006</b>	1.e.2.
2. Loans to depository institutions and acceptances of other banks.....	RCON1288	<b>0</b>	2.
3. Loans to finance agricultural production and other loans to farmers.....	RCON1590	<b>0</b>	3.
4. Commercial and industrial loans.....	RCON1766	<b>72,836</b>	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	<b>0</b>	6.a.
b. Other revolving credit plans.....	RCONB539	<b>92</b>	6.b.
c. Automobile loans.....	RCONK137	<b>299</b>	6.c.
d. Other consumer loans (includes single payment and installment, loans other than automobile loans, and all student loans).....	RCONK207	<b>85</b>	6.d.
7. Not applicable			7.
8. Obligations (other than securities and leases) of states and political subdivisions in the U.S.....	RCON2107	<b>1,418</b>	8.
9. Loans to nondepository financial institutions and other loans:			9.
a. Loans to nondepository financial institutions.....	RCONJ454	<b>0</b>	9.a.
b. Other loans.....	RCONJ464	<b>3,134</b>	9.b.
10. Lease financing receivables (net of unearned income).....	RCON2165	<b>0</b>	10.
11. LESS: Any unearned income on loans reflected in items 1-9 above.....	RCON2123	<b>794</b>	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	<b>746,721</b>	12.



Dollar amounts in thousands

1. Loans restructured in troubled debt restructurings 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	0	M.1.a.1.
2. Other construction loans and all land development and other land loans.....	RCONK159	0	M.1.a.2.
b. Loans secured by 1-4 family residential properties.....	RCONF576	0	M.1.b.
c. Secured by multifamily (5 or more) residential properties.....	RCONK160	0	M.1.c.
d. Secured by nonfarm nonresidential properties:			M.1.d.
1. Loans secured by owner-occupied nonfarm nonresidential properties.....	RCONK161	0	M.1.d.1.
2. Loans secured by other nonfarm nonresidential properties.....	RCONK162	0	M.1.d.2.
e. Commercial and industrial loans.....	RCONK256	0	M.1.e.
f. All other loans (include loans to individuals for household, family, and other personal expenditures).....	RCONK165	0	M.1.f.
1. Loans secured by farmland.....	RCONK166	0	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	0	M.1.f.4.a.
b. Automobile loans.....	RCONK203	0	M.1.f.4.b.
c. Other (includes revolving credit plans other than credit cards and other consumer loans).....	RCONK204	0	M.1.f.4.c.
<i>Memorandum item 1.f.(5) is to be completed by:</i> * 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	RCONK168	0	M.1.f.5.
5. Loans to finance agricultural production and other loans to farmers <sup>1</sup> .....			
g. Total loans restructured in troubled debt restructurings 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: <sup>1, 2</sup>			M.2.a.
1. Three months or less.....	RCONA564	109	M.2.a.1.
2. Over three months through 12 months.....	RCONA565	3,006	M.2.a.2.
3. Over one year through three years.....	RCONA566	6,107	M.2.a.3.
4. Over three years through five years.....	RCONA567	4,933	M.2.a.4.
5. Over five years through 15 years.....	RCONA568	46,317	M.2.a.5.
6. Over 15 years.....	RCONA569	45,507	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: <sup>1, 3</sup>			M.2.b.
1. Three months or less.....	RCONA570	88,793	M.2.b.1.
2. Over three months through 12 months.....	RCONA571	11,524	M.2.b.2.
3. Over one year through three years.....	RCONA572	37,985	M.2.b.3.
4. Over three years through five years.....	RCONA573	103,657	M.2.b.4.
5. Over five years through 15 years.....	RCONA574	171,091	M.2.b.5.
6. Over 15 years.....	RCONA575	226,709	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	65,149	M.2.c.
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 <sup>4</sup> .....	RCON2746	0	M.3.

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, 2018, 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  
 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

<i>Memorandum item 4 is to be completed semiannually in the June and December reports only.</i>			
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	<b>NR</b>	M.4.
5. Not applicable			M.5.
6. Not applicable			M.6.
<i>Memorandum items 7.a, 7.b and 8.a are to be completed semiannually in the June and December reports only.</i>			
7. Purchased credit-impaired loans held for investment accounted for in accordance with FASB ASC 310-30 (former AICPA Statement of Position 03-3) (exclude loans held for sale): <sup>1</sup>			M.7.
a. Outstanding balance.....	RCONC779	<b>NR</b>	M.7.a.
b. Amount included in Schedule RC-C, Part I, items 1 through 9.....	RCONC780	<b>NR</b>	M.7.b.
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	<b>NR</b>	M.8.a.
<i>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 December 31, 2018, 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).</i>			
b. Total maximum remaining amount of negative amortization contractually permitted on closed-end loans secured by 1-4 family residential properties.....	RCONF231	<b>NR</b>	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	<b>NR</b>	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	<b>0</b>	M.9.
10. Not applicable			M.10.

1. Memorandum item 7 is to be completed only by institutions that have not yet adopted ASU 2016-13.

Dollar amounts in thousands

11. Not applicable			M.11.
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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		
<i>Memorandum item 12 is to be completed semiannually in the June and December reports only.</i>							
12. Loans (not subject to the requirements of FASB ASC 310-30 (former AICPA Statement of Position 03-3)) and leases held for investment that were acquired in business combinations with acquisition dates in the current calendar year <sup>2</sup> .	RCONGW45	NR	RCONGW46	NR	RCONGW47	NR	M.12.

Dollar amounts in thousands

<i>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 total capital (as reported in Schedule RC-R, Part I, item 35) as of December 31, 2018.</i>			M.13.
13. Construction, land development, and other land loans with interest reserves:			
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.
<i>Memorandum item 14 is to be completed by all banks.</i>			
14. Pledged loans and leases.....	RCONG378	78,643	M.14.
<i>Memorandum item 15 is to be completed for the December report only.</i>			
15. Reverse mortgages:			M.15.
a. Reverse mortgages outstanding that are held for investment (included in Schedule RC-C, item 1.c, above):			M.15.a.
1. Home Equity Conversion Mortgage (HECM) reverse mortgages.....	RCONJ466	NR	M.15.a.1.
2. Proprietary reverse mortgages.....	RCONJ467	NR	M.15.a.2.
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:			M.15.b.
1. Home Equity Conversion Mortgage (HECM) reverse mortgages.....	RCONJ468	NR	M.15.b.1.
2. Proprietary reverse mortgages.....	RCONJ469	NR	M.15.b.2.
c. Principal amount of reverse mortgage originations that have been sold during the year:			M.15.c.
1. Home Equity Conversion Mortgage (HECM) reverse mortgages.....	RCONJ470	NR	M.15.c.1.
2. Proprietary reverse mortgages.....	RCONJ471	NR	M.15.c.2.

2. Institutions that have adopted ASU 2016-13 should report only loans held for investment not considered purchased credit-deteriorated in Memorandum item 12.

## Schedule RC-C Part II - Loans to Small Businesses and Small Farms

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 currently outstanding 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.
<i>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</i>			2.
2. Report the total number of loans currently outstanding for each of the following Schedule RC-C, Part I, loan categories:			
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.) <sup>1</sup> .....	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.
<i>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.</i>			6.
6. Report the total number of loans currently outstanding for each of the following Schedule RC-C, Part I, loan categories:			
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.

1. Banks with \$300 million or more in total assets should provide the requested information for "Commercial and industrial loans" based on the loans reported in Schedule RC-C, Part I, item 4.a, column A, "Commercial and industrial loans to U.S. addressees."

## Schedule RC-E - Deposit Liabilities

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	<b>73,307</b>			RCONB550	<b>695,377</b>	1.
2. U.S. Government.....	RCON2202	<b>0</b>			RCON2520	<b>0</b>	2.
3. States and political subdivisions in the U.S.....	RCON2203	<b>15,836</b>			RCON2530	<b>105</b>	3.
4. Commercial banks and other depository institutions in the U.S.....	RCONB551	<b>0</b>			RCONB552	<b>0</b>	4.
5. Banks in foreign countries.....	RCON2213	<b>0</b>			RCON2236	<b>0</b>	5.
6. Foreign governments and official institutions (including foreign central banks).....	RCON2216	<b>0</b>			RCON2377	<b>0</b>	6.
7. Total (sum of items 1 through 6) (sum of columns A and C must equal Schedule RC, item 13.a).....	RCON2215	<b>89,143</b>	RCON2210	<b>53,664</b>	RCON2385	<b>695,482</b>	7.

Dollar amounts in thousands

1. Selected components of total deposits (i.e., sum of item 7, columns A and C):			M.1.
a. Total Individual Retirement Accounts (IRAs) and Keogh Plan accounts.....	RCON6835	<b>31,626</b>	M.1.a.
b. Total brokered deposits.....	RCON2365	<b>36,700</b>	M.1.b.
c. Brokered deposits of \$250,000 or less (fully insured brokered deposits) <sup>2</sup> .....	RCONHK05	<b>36,700</b>	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	<b>10,581</b>	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	<b>0</b>	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	<b>NR</b>	M.1.e.
f. Estimated amount of deposits obtained through the use of deposit listing services that are not brokered deposits.....	RCONK223	<b>0</b>	M.1.f.
g. Total reciprocal deposits (as of the report date).....	RCONJH83	<b>0</b>	M.1.g.
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	<b>161,084</b>	M.2.a.1.
2. Other savings deposits (excludes MMDAs).....	RCON0352	<b>331,133</b>	M.2.a.2.
b. Total time deposits of less than \$100,000.....	RCON6648	<b>90,889</b>	M.2.b.
c. Total time deposits of \$100,000 through \$250,000.....	RCONJ473	<b>55,253</b>	M.2.c.
d. Total time deposits of more than \$250,000.....	RCONJ474	<b>57,122</b>	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	<b>13,403</b>	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	<b>36,509</b>	M.3.a.1.
2. Over three months through 12 months.....	RCONHK08	<b>34,438</b>	M.3.a.2.
3. Over one year through three years.....	RCONHK09	<b>67,370</b>	M.3.a.3.
4. Over three years.....	RCONHK10	<b>7,825</b>	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) <sup>3</sup> .....	RCONHK11	<b>70,947</b>	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	<b>16,418</b>	M.4.a.1.
2. Over three months through 12 months.....	RCONHK13	<b>11,613</b>	M.4.a.2.
3. Over one year through three years.....	RCONHK14	<b>28,056</b>	M.4.a.3.
4. Over three years.....	RCONHK15	<b>1,035</b>	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) <sup>3</sup> .....	RCONK222	<b>28,031</b>	M.4.b.
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	<b>Yes</b>	M.5.

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.

## Schedule RC-F - Other Assets

Dollar amounts in thousands

1. Accrued interest receivable <sup>2</sup> .....	RCONB556	<b>2,684</b>	1.
2. Net deferred tax assets <sup>3</sup> .....	RCON2148	<b>3,355</b>	2.
3. Interest-only strips receivable (not in the form of a security) on mortgage loans and other financial assets <sup>4</sup> .....	RCONHT80	<b>0</b>	3.
4. Equity investments without readily determinable fair values <sup>5</sup> .....	RCON1752	<b>3,982</b>	4.
5. Life insurance assets:			5.
a. General account life insurance assets.....	RCONK201	<b>19,536</b>	5.a.
b. Separate account life insurance assets.....	RCONK202	<b>0</b>	5.b.
c. Hybrid account life insurance assets.....	RCONK270	<b>2,441</b>	5.c.
<i>Items 6.a through 6.j are to be completed semiannually in the June and December reports only.</i>			
6. All other assets (itemize and describe amounts greater than \$100,000 that exceed 25 percent of this item).....	RCON2168	<b>3,854</b>	6.
a. Prepaid expenses.....	RCON2166	<b>NR</b>	6.a.
b. Repossessed personal property (including vehicles).....	RCON1578	<b>NR</b>	6.b.
c. Derivatives with a positive fair value held for purposes other than trading.....	RCONC010	<b>NR</b>	6.c.
d. FDIC loss-sharing indemnification assets.....	RCONJ448	<b>NR</b>	6.d.
e. Computer software.....	RCONFT33	<b>NR</b>	6.e.
f. Accounts receivable.....	RCONFT34	<b>NR</b>	6.f.
g. Receivables from foreclosed government-guaranteed mortgage loans.....	RCONFT35	<b>NR</b>	6.g.
h. Disclose component and the dollar amount of that component:			6.h.
1. Describe component.....	TEXT3549	<b>NR</b>	6.h.1.
2. Amount of component.....	RCON3549	<b>NR</b>	6.h.2.
i. Disclose component and the dollar amount of that component:			6.i.
1. Describe component.....	TEXT3550	<b>NR</b>	6.i.1.
2. Amount of component.....	RCON3550	<b>NR</b>	6.i.2.
j. Disclose component and the dollar amount of that component:			6.j.
1. Describe component.....	TEXT3551	<b>NR</b>	6.j.1.
2. Amount of component.....	RCON3551	<b>NR</b>	6.j.2.
7. Total (sum of items 1 through 6) (must equal Schedule RC, item 11).....	RCON2160	<b>35,852</b>	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

Dollar amounts in thousands

1. Not available			1.
a. Interest accrued and unpaid on deposits <sup>1</sup> .....	RCON3645	<b>617</b>	1.a.
b. Other expenses accrued and unpaid (includes accrued income taxes payable).....	RCON3646	<b>2,843</b>	1.b.
2. Net deferred tax liabilities <sup>2</sup> .....	RCON3049	<b>0</b>	2.
3. Allowance for credit losses on off-balance sheet credit exposures <sup>3</sup> .....	RCONB557	<b>0</b>	3.
4. All other liabilities (itemize and describe amounts greater than \$100,000 that exceed 25 percent of this item).....	RCON2938	<b>4,856</b>	4.
a. Accounts payable.....	RCON3066	<b>NR</b>	4.a.
b. Deferred compensation liabilities.....	RCONC011	<b>NR</b>	4.b.
c. Dividends declared but not yet payable.....	RCON2932	<b>NR</b>	4.c.
d. Derivatives with a negative fair value held for purposes other than trading.....	RCONC012	<b>NR</b>	4.d.
e. Disclose component and the dollar amount of that component:			4.e.
1. Describe component.....	TEXT3552	<b>NR</b>	4.e.1.
2. Amount of component.....	RCON3552	<b>NR</b>	4.e.2.
f. Disclose component and the dollar amount of that component:			4.f.
1. Describe component.....	TEXT3553	<b>NR</b>	4.f.1.
2. Amount of component.....	RCON3553	<b>NR</b>	4.f.2.
g. Disclose component and the dollar amount of that component:			4.g.
1. Describe component.....	TEXT3554	<b>NR</b>	4.g.1.
2. Amount of component.....	RCON3554	<b>NR</b>	4.g.2.
5. Total.....	RCON2930	<b>8,316</b>	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."

3. Institutions that have adopted ASU 2016-13 should report in Schedule RC-G, item 3 the allowance for credit losses on those off-balance sheet credit exposures that are not unconditionally cancelable.

## Schedule RC-K - Quarterly Averages

Dollar amounts in thousands

1. Interest-bearing balances due from depository institutions.....	RCON3381	<b>1,290</b>	1.
2. U.S. Treasury securities and U.S. Government agency obligations (excluding mortgage-backed securities) <sup>2</sup> .....	RCONB558	<b>57,011</b>	2.
3. Mortgage-backed securities <sup>2</sup> .....	RCONB559	<b>86,793</b>	3.
4. All other debt securities and equity securities with readily determinable fair values not held for trading purposes.....	RCONB560	<b>24,824</b>	4.
5. Federal funds sold and securities purchased under agreements to resell.....	RCON3365	<b>0</b>	5.
6. Loans:			6.
a. Total loans.....	RCON3360	<b>734,882</b>	6.a.
b. Loans secured by real estate:			6.b.
1. Loans secured by 1-4 family residential properties.....	RCON3465	<b>138,192</b>	6.b.1.
2. All other loans secured by real estate.....	RCON3466	<b>528,031</b>	6.b.2.
c. Commercial and industrial loans.....	RCON3387	<b>66,690</b>	6.c.
d. Loans to individuals for household, family, and other personal expenditures:			6.d.
1. Credit cards.....	RCONB561	<b>0</b>	6.d.1.
2. Other (includes revolving credit plans other than credit cards, automobile loans, and other consumer loans).....	RCONB562	<b>461</b>	6.d.2.
7. Not applicable			7.
8. Lease financing receivables (net of unearned income).....	RCON3484	<b>0</b>	8.
9. Total assets <sup>5</sup> .....	RCON3368	<b>949,571</b>	9.
10. Interest-bearing transaction accounts (interest-bearing demand deposits, NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts).....	RCON3485	<b>35,937</b>	10.
11. Nontransaction accounts:			11.
a. Savings deposits (includes MMDAs).....	RCONB563	<b>513,477</b>	11.a.
b. Time deposits of \$250,000 or less.....	RCONHK16	<b>144,085</b>	11.b.
c. Time deposits of more than \$250,000.....	RCONHK17	<b>58,025</b>	11.c.
12. Federal funds purchased and securities sold under agreements to repurchase.....	RCON3353	<b>38,343</b>	12.
<i>To be completed by banks with \$100 million or more in total assets:</i>			
13. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) <sup>5</sup> .....	RCON3355	<b>21,733</b>	13.
<i>Memorandum item 1 is to be completed by:</i> <i>* banks with \$300 million or more in total assets, and</i> <i>* 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.</i>			
1. Loans to finance agricultural production and other loans to farmers <sup>2</sup> .....	RCON3386	<b>0</b>	M.1.

2. Quarterly averages for all debt securities should be based on amortized cost.

5. The quarterly average for total assets should reflect all debt securities (not held for trading) at amortized cost, equity securities with readily determinable fair values at the lower of cost or fair value, and equity securities without readily determinable fair values at historical cost.

5. The \$100 million asset-size test is based on the total assets reported on the June 30, 2018, 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, 2018, Report of Condition.

## Schedule RC-L - Off-Balance Sheet Items

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	<b>40,204</b>	1.a.
b. Credit card lines.....	RCON3815	<b>0</b>	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	<b>676</b>	1.c.1.a.
b. Commercial real estate, other construction loan, and land development loan commitments.....	RCONF165	<b>23,820</b>	1.c.1.b.
2. NOT secured by real estate.....	RCON6550	<b>0</b>	1.c.2.
d. Not applicable			1.d.
e. Other unused commitments:			1.e.
1. Commercial and industrial loans.....	RCONJ457	<b>55,883</b>	1.e.1.
2. Loans to financial institutions.....	RCONJ458	<b>0</b>	1.e.2.
3. All other unused commitments.....	RCONJ459	<b>17,651</b>	1.e.3.
2. Financial standby letters of credit.....	RCON3819	<b>0</b>	2.
3. Performance standby letters of credit.....	RCON3821	<b>2,579</b>	3.
4. Commercial and similar letters of credit.....	RCON3411	<b>0</b>	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	<b>0</b>	6.a.
b. Securities borrowed.....	RCON3432	<b>0</b>	6.b.

Dollar amounts in thousands

7. Not applicable			7.
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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	0	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	NR	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.
<i>Items 11.a and 11.b are to be completed semiannually in the June and December reports only.</i>			11.
11. Year-to-date merchant credit card sales volume:			
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.

## Schedule RC-M - Memoranda

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	<b>3,551</b>	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	<b>1</b>	1.b.
2. Intangible assets:			2.
a. Mortgage servicing assets.....	RCON3164	<b>30</b>	2.a.
1. Estimated fair value of mortgage servicing assets.....	RCONA590	<b>30</b>	2.a.1.
b. Goodwill.....	RCON3163	<b>0</b>	2.b.
c. All other identifiable intangible assets.....	RCONJF76	<b>62</b>	2.c.
d. Total (sum of items 2.a, 2.b, and 2.c) (must equal Schedule RC, item 10).....	RCON2143	<b>92</b>	2.d.
3. Other real estate owned:			3.
a. Construction, land development, and other land.....	RCON5508	<b>0</b>	3.a.
b. Farmland.....	RCON5509	<b>0</b>	3.b.
c. 1-4 family residential properties.....	RCON5510	<b>0</b>	3.c.
d. Multifamily (5 or more) residential properties.....	RCON5511	<b>0</b>	3.d.
e. Nonfarm nonresidential properties.....	RCON5512	<b>0</b>	3.e.
f. Total (sum of items 3.a through 3.e) (must equal Schedule RC, item 7).....	RCON2150	<b>0</b>	3.f.
4. Cost of equity securities with readily determinable fair values not held for trading <sup>5</sup> .....	RCONJA29	<b>1,734</b>	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: <sup>1</sup>			5.a.1.
a. One year or less.....	RCONF055	<b>15,900</b>	5.a.1.a.
b. Over one year through three years.....	RCONF056	<b>5,000</b>	5.a.1.b.
c. Over three years through five years.....	RCONF057	<b>0</b>	5.a.1.c.
d. Over five years.....	RCONF058	<b>0</b>	5.a.1.d.
2. Advances with a REMAINING MATURITY of one year or less (included in item 5.a.(1)(a) above) <sup>2</sup> .....	RCON2651	<b>15,900</b>	5.a.2.
3. Structured advances (included in items 5.a.(1)(a) - (d) above).....	RCONF059	<b>0</b>	5.a.3.
b. Other borrowings:			5.b.
1. Other borrowings with a remaining maturity of next repricing date of: <sup>3</sup>			5.b.1.
a. One year or less.....	RCONF060	<b>0</b>	5.b.1.a.
b. Over one year through three years.....	RCONF061	<b>0</b>	5.b.1.b.
c. Over three years through five years.....	RCONF062	<b>0</b>	5.b.1.c.
d. Over five years.....	RCONF063	<b>0</b>	5.b.1.d.
2. Other borrowings with a REMAINING MATURITY of one year or less (included in item 5.b.(1)(a) above) <sup>4</sup> ..	RCONB571	<b>0</b>	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	<b>20,900</b>	5.c.
6. Does the reporting bank sell private label or third party mutual funds and annuities?.....	RCONB569	<b>NR</b>	6.
7. Assets under the reporting bank's management in proprietary mutual funds and annuities.....	RCONB570	<b>NR</b>	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	<b>Click here for value</b>	8.a.

5. Item 4 is to be completed only by insured state banks that have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities, and have been approved to hold grandfathered equity investments. See instructions for further detail on ASU 2016-01.

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): <sup>1</sup>			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.
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	0	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 <sup>1</sup> .....	RCONK193	NR	14.a.
b. Total assets of captive reinsurance subsidiaries <sup>1</sup> .....	RCONK194	NR	14.b.
<i>Item 15 is to be completed by institutions that are required or have elected to be treated as a Qualified Thrift Lender.</i>			15.
15. Qualified Thrift Lender (QTL) test:			
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.
<i>Item 16.a and, if appropriate, items 16.c and 16.d are to be completed semiannually in the June and December reports only. Item 16.b is to be completed annually in the June report only.</i>			16.
16. International remittance transfers offered to consumers:			
a. As of the report date, did your institution offer to consumers in any state any of the following mechanisms for sending international remittance transfers?			16.a.
1. International wire transfers.....	RCONN517	NR	16.a.1.
2. International ACH transactions.....	RCONN518	NR	16.a.2.
3. Other proprietary services operated by your institution.....	RCONN519	NR	16.a.3.
4. Other proprietary services operated by another party.....	RCONN520	NR	16.a.4.
b. Did your institution provide more than 100 international remittance transfers in the previous calendar year or does your institution estimate that it will provide more than 100 international remittance transfers in the current calendar year?.....	RCONN521	NR	16.b.

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.

Dollar amounts in thousands

*Items 16.c and 16.d are to be completed by institutions that answered "Yes" to item 16.b in the current report or, if item 16.b is not required to be completed in the current report, in the most recent prior report in which item 16.b was required to be completed.*

c. Indicate which of the mechanisms described in items 16.a.(1), (2), and (3) above is the mechanism that your institution estimates accounted for the largest number of international remittance transfers your institution provided during the two calendar quarters ending on the report date. (For international wire transfers, enter 1; for international ACH transactions, enter 2; for other proprietary services operated by your institution, enter 3. If your institution did not provide any international remittance transfers using the mechanisms described in items 16.a.(1), (2), and (3) above during the two calendar quarters ending on the report date, enter 0.).....

d. Estimated number and dollar value of international remittance transfers provided by your institution during the two calendar quarters ending on the report date:

1. Estimated number of international remittance transfers.....
2. Estimated dollar value of international remittance transfers.....
3. Estimated number of international remittance transfers for which your institution applied the temporary exception.....

RCONN522	<b>NR</b>	16.c.
		16.d.
RCONN523	<b>NR</b>	16.d.1.
RCONN524	<b>NR</b>	16.d.2.
RCONN527	<b>NR</b>	16.d.3.

(TEXT4087) <https://www.asbnow.bank>

## Schedule RC-N - Past Due and Nonaccrual Loans Leases and Other Assets

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	0	1.c.1.
2. Closed-end loans secured by 1-4 family residential properties:							1.c.2.
a. Secured by first liens.....	RCONC236	0	RCONC237	0	RCONC229	558	1.c.2a.
b. Secured by junior liens.....	RCONC238	34	RCONC239	0	RCONC230	104	1.c.2b.
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	0	RCONF180	0	RCONF182	664	1.e.1.
2. Loans secured by other nonfarm nonresidential properties.....	RCONF179	0	RCONF181	0	RCONF183	450	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	0	RCON1607	0	RCON1608	0	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	0	RCONK217	0	RCONK218	0	5.c.
6. Not applicable							6.
7. All other loans <sup>1</sup> .....	RCON5459	0	RCON5460	0	RCON5461	0	7.
8. Lease financing receivables.....	RCON1226	0	RCON1227	0	RCON1228	0	8.
9. Total loans and leases (sum of items 1 through 8).....	RCON1406	34	RCON1407	0	RCON1403	1,776	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.
1. Loans restructured in troubled debt restructurings 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	0	RCONK106	0	RCONK107	0	M1a1.
2. Other construction loans and all land development and other land loans.....	RCONK108	0	RCONK109	0	RCONK110	0	M1a2.
b. Loans secured by 1-4 family residential properties.....	RCONF661	0	RCONF662	0	RCONF663	0	M.1.b.
c. Secured by multifamily (5 or more) residential properties.....	RCONK111	0	RCONK112	0	RCONK113	0	M.1.c.
d. Secured by nonfarm nonresidential properties:							M.1.d.
1. Loans secured by owner-occupied nonfarm nonresidential properties.....	RCONK114	0	RCONK115	0	RCONK116	509	M1d1.

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		
2. Loans secured by other nonfarm nonresidential properties.....	RCONK117	0	RCONK118	0	RCONK119	101	M1.d2
e. Commercial and industrial loans.....	RCONK257	0	RCONK258	0	RCONK259	0	M.1.e.
f. All other loans (include loans to individuals for household, family, and other personal expenditures).....	RCONK126	0	RCONK127	0	RCONK128	0	M.1.f.
<i>Itemize loan categories included in Memorandum item 1.f, above that exceed 10 percent of total loans restructured in troubled debt restructurings that are past due 30 days or more or in nonaccrual status (sum of Memorandum items 1.a through 1.e plus 1.f, columns A through C):</i>							
1. Loans secured by farmland.....	RCONK130	0	RCONK131	0	RCONK132	0	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	0	RCONK275	0	RCONK276	0	M.1.f.4.a.
b. Automobile loans.....	RCONK277	0	RCONK278	0	RCONK279	0	M.1.f.4.b.
c. Other (includes revolving credit plans other than credit cards and other consumer loans).....	RCONK280	0	RCONK281	0	RCONK282	0	M.1.f.4.c.
<i>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</i>							
5. Loans to finance agricultural production and other loans to farmers <sup>1</sup> .....	RCONK138	0	RCONK139	0	RCONK140	0	M.1.f.5.
g. Total loans restructured in troubled debt restructurings included in Schedule RC-N, items 1 through 7, above and not reported in Schedule RC-C, Part I, Memorandum item 1 (sum of items Memorandum item 1.a.(1) through Memorandum item 1.f).....	RCONHK26	0	RCONHK27	0	RCONHK28	610	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.
<i>Memorandum item 4 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:</i>							
4. Loans to finance agricultural production and other loans to farmers (included in Schedule RC-N, item 7, above) <sup>1</sup> .....	RCON1594	0	RCON1597	0	RCON1583	0	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, 2018, Report of Condition.  
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, 2018, 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			
<i>Memorandum items 7, 8, 9.a, and 9.b are to be completed semiannually in the June and December reports only.</i>	RCONC410	NR	M.7.
7. Additions to nonaccrual assets during the previous six months.....			
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. Purchased credit-impaired loans accounted for in accordance with FASB ASC 310-30 (former AICPA Statement of Position 03-3): <sup>2</sup>							M.9.
a. Outstanding balance.....	RCONL183	NR	RCONL184	NR	RCONL185	NR	M.9.a.
b. Amount included in Schedule RC-N, items 1 through 7, above.....	RCONL186	NR	RCONL187	NR	RCONL188	NR	M.9.b.

2. Memorandum items 9.a and 9.b should be completed only by institutions that have not yet adopted ASU 2016-13.

## Schedule RC-O - Other Data for Deposit Insurance and FICO Assessments

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	<b>789,744</b>	1.
2. Total allowable exclusions, including interest accrued and unpaid on allowable exclusions.....	RCONF237	<b>0</b>	2.
3. Not applicable			3.
4. Average consolidated total assets for the calendar quarter.....	RCONK652	<b>949,571</b>	4.
a. Averaging method used (for daily averaging, enter 1; for weekly averaging, enter 2).....	RCONK653	<b>1</b>	4.a.
5. Average tangible equity for the calendar quarter <sup>1</sup> .....	RCONK654	<b>101,075</b>	5.
6. Holdings of long-term unsecured debt issued by other FDIC-insured depository institutions.....	RCONK655	<b>0</b>	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	<b>0</b>	7.a.
b. Over one year through three years.....	RCONG466	<b>0</b>	7.b.
c. Over three years through five years.....	RCONG467	<b>0</b>	7.c.
d. Over five years.....	RCONG468	<b>0</b>	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	<b>0</b>	8.a.
b. Over one year through three years.....	RCONG470	<b>0</b>	8.b.
c. Over three years through five years.....	RCONG471	<b>0</b>	8.c.
d. Over five years.....	RCONG472	<b>0</b>	8.d.
9. Brokered reciprocal deposits (included in Schedule RC-E, Memorandum item 1.b).....	RCONG803	<b>0</b>	9.
<i>Item 9.a is to be completed on a fully consolidated basis by all institutions that own another insured depository institution.</i>			
a. Fully consolidated brokered reciprocal deposits.....	RCONL190	<b>NR</b>	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	<b>No</b>	10.
<i>If the answer to item 10 is "YES," complete items 10.a and 10.b.</i>			
a. Banker's bank deduction.....	RCONK657	<b>NR</b>	10.a.
b. Banker's bank deduction limit.....	RCONK658	<b>NR</b>	10.b.
11. Custodial bank certification: Does the reporting institution meet the definition of a custodial bank set forth in FDIC regulations?.....	RCONK659	<b>No</b>	11.
<i>If the answer to item 11 is "YES," complete items 11.a and 11.b.</i>			
a. Custodial bank deduction.....	RCONK660	<b>NR</b>	11.a.
b. Custodial bank deduction limit.....	RCONK661	<b>NR</b>	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: <sup>1</sup>			M.1.a.
1. Amount of deposit accounts (excluding retirement accounts) of \$250,000 or less.....	RCONF049	<b>504,315</b>	M.1.a.1.
2. Number of deposit accounts (excluding retirement accounts) of \$250,000 or less.....	RCONF050	<b>62589</b>	M.1.a.2.
b. Deposit accounts (excluding retirement accounts) of more than \$250,000: <sup>1</sup>			M.1.b.
1. Amount of deposit accounts (excluding retirement accounts) of more than \$250,000.....	RCONF051	<b>253,667</b>	M.1.b.1.
2. Number of deposit accounts (excluding retirement accounts) of more than \$250,000.....	RCONF052	<b>458</b>	M.1.b.2.
c. Retirement deposit accounts of \$250,000 or less: <sup>1</sup>			M.1.c.
1. Amount of retirement deposit accounts of \$250,000 or less.....	RCONF045	<b>28,341</b>	M.1.c.1.
2. Number of retirement deposit accounts of \$250,000 or less.....	RCONF046	<b>1233</b>	M.1.c.2.
d. Retirement deposit accounts of more than \$250,000: <sup>1</sup>			M.1.d.
1. Amount of retirement deposit accounts of more than \$250,000.....	RCONF047	<b>3,421</b>	M.1.d.1.
2. Number of retirement deposit accounts of more than \$250,000.....	RCONF048	<b>9</b>	M.1.d.2.

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.

Dollar amounts in thousands

2. Not applicable			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	<b>NR</b>	M.3.a.
b. FDIC Certificate Number.....	RCONA545	<b>0</b>	M.3.b.

## Schedule RC-R Part I - Regulatory Capital Components and Ratios

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	<b>40,552</b>	1.
2. Retained earnings <sup>1</sup> .....	RCOAKW00	<b>60,585</b>	2.
<i>To be completed only by institutions that have adopted ASU 2016-13:</i>			
a. Does your institution have a CECL transition election in effect as of the quarter-end report date? (enter "1" for Yes; enter "0" for No.).....	RCOAJJ29	<b>NR</b>	2.a.
3. Accumulated other comprehensive income (AOCI).....	RCOAB530	<b>-1,154</b>	3.
a. AOCI opt-out election (enter "1" for Yes; enter "0" for No.).....	RCOAP838	<b>1</b>	3.a.
4. Common equity tier 1 minority interest includable in common equity tier 1 capital.....	RCOAP839	<b>0</b>	4.
5. Common equity tier 1 capital before adjustments and deductions (sum of items 1 through 4).....	RCOAP840	<b>99,983</b>	5.
6. LESS: Goodwill net of associated deferred tax liabilities (DTLs).....	RCOAP841	<b>0</b>	6.
7. LESS: Intangible assets (other than goodwill and mortgage servicing assets (MSAs)), net of associated DTLs.....	RCOAP842	<b>62</b>	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	<b>0</b>	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 securities (if a gain, report as a positive value; if a loss, report as a negative value) <sup>2</sup> .....	RCOAP844	<b>-842</b>	9.a.
b. LESS: Net unrealized loss on available-for-sale preferred stock classified as an equity security under GAAP and available-for-sale equity exposures (report loss as a positive value) <sup>3</sup> .....	RCOAP845	<b>NR</b>	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	<b>-276</b>	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	<b>0</b>	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	<b>-36</b>	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	<b>NR</b>	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	<b>0</b>	10.a.
b. LESS: All other deductions from (additions to) common equity tier 1 capital before threshold-based deductions.	RCOAP850	<b>0</b>	10.b.
11. LESS: Non-significant investments in the capital of unconsolidated financial institutions in the form of common stock that exceed the 10 percent threshold for non-significant investments.....	RCOAP851	<b>0</b>	11.
12. Subtotal (item 5 minus items 6 through 11).....	RCOAP852	<b>101,075</b>	12.
13. LESS: Significant investments in the capital of unconsolidated financial institutions in the form of common stock, net of associated DTLs, that exceed the 10 percent common equity tier 1 capital deduction threshold.....	RCOAP853	<b>0</b>	13.
14. LESS: MSAs, net of associated DTLs, that exceed the 10 percent common equity tier 1 capital deduction threshold.....	RCOAP854	<b>0</b>	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 the 10 percent common equity tier 1 capital deduction threshold.....	RCOAP855	<b>0</b>	15.
16. LESS: Amount of significant investments in the capital of unconsolidated financial institutions in the form of common stock, net of associated DTLs; MSAs, net of associated DTLs; and 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 exceeds the 15 percent common equity tier 1 capital deduction threshold.....	RCOAP856	<b>0</b>	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.....	RCOAP857	<b>0</b>	17.
18. Total adjustments and deductions for common equity tier 1 capital (sum of items 13 through 17).....	RCOAP858	<b>0</b>	18.
19. Common equity tier 1 capital (item 12 minus item 18).....	RCOAP859	<b>101,075</b>	19.
20. Additional tier 1 capital instruments plus related surplus.....	RCOAP860	<b>0</b>	20.
21. Non-qualifying capital instruments subject to phase out from additional tier 1 capital.....	RCOAP861	<b>0</b>	21.

1. Institutions that have adopted ASU 2016-13 and have elected to apply the CECL transition provision should include the applicable portion of the CECL transitional amount in this item.  
 2. Institutions that entered "1" for Yes in item 3.a and have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities, should report net unrealized gains (losses) on available-for-sale debt securities in item 9.a. Institutions that entered "1" for Yes in item 3.a and have not adopted ASU 2016-01 should report net unrealized gains (losses) on available-for-sale debt and equity securities in item 9.a.  
 3. Item 9.b is to be completed only by institutions that entered "1" for Yes in item 3.a and have not adopted ASU 2016-01. See instructions for further detail on ASU 2016-01.

Dollar amounts in thousands

22. Tier 1 minority interest not included in common equity tier 1 capital.....	RCOAP862	<b>0</b>	22.
23. Additional tier 1 capital before deductions (sum of items 20, 21, and 22).....	RCOAP863	<b>0</b>	23.
24. LESS: Additional tier 1 capital deductions.....	RCOAP864	<b>0</b>	24.
25. Additional tier 1 capital (greater of item 23 minus item 24, or zero).....	RCOAP865	<b>0</b>	25.
26. Tier 1 capital (sum of items 19 and 25).....	RCOA8274	<b>101,075</b>	26.
27. Tier 2 capital instruments plus related surplus.....	RCOAP866	<b>0</b>	27.
28. Non-qualifying capital instruments subject to phase out from tier 2 capital.....	RCOAP867	<b>0</b>	28.
29. Total capital minority interest that is not included in tier 1 capital.....	RCOAP868	<b>0</b>	29.
30. Allowance for loan and lease losses includable in tier 2 capital <sup>1</sup> .....	RCOA5310	<b>8,018</b>	30.
31. Unrealized gains on available-for-sale preferred stock classified as an equity security under GAAP and available-for-sale equity exposures includable in tier 2 capital <sup>3</sup> .....	RCOAQ257	<b>NR</b>	31.
32. Tier 2 capital before deductions (sum of items 27 through 31).....	RCOAP870	<b>8,018</b>	32.
33. LESS: Tier 2 capital deductions.....	RCOAP872	<b>0</b>	33.
34. Tier 2 capital (greater of item 32 minus item 33, or zero).....	RCOA5311	<b>8,018</b>	34.
35. Total capital (sum of items 26 and 34).....	RCOA3792	<b>109,093</b>	35.
36. Average total consolidated assets <sup>1</sup> .....	RCOAKW03	<b>949,571</b>	36.
37. LESS: Deductions from common equity tier 1 capital and additional tier 1 capital (sum of items 6, 7, 8, 10.b, 11, 13 through 17, and certain elements of item 24 - see instructions).....	RCOAP875	<b>62</b>	37.
38. LESS: Other deductions from (additions to) assets for leverage ratio purposes.....	RCOAB596	<b>0</b>	38.
39. Total assets for the leverage ratio (item 36 minus items 37 and 38).....	RCOAA224	<b>949,509</b>	39.
40. Total risk-weighted assets (from Schedule RC-R, Part II, item 31).....	RCOAA223	<b>810,779</b>	40.

Dollar amounts in thousands

41. Common equity tier 1 capital ratio (item 19 divided by item 40).....	RCOAP793	<b>12.4664%</b>	41.
42. Tier 1 capital ratio (item 26 divided by item 40).....	RCOA7206	<b>12.4664%</b>	42.
43. Total capital ratio (item 35 divided by item 40).....	RCOA7205	<b>13.4553%</b>	43.

Dollar amounts in thousands

44. Tier 1 leverage ratio (item 26 divided by item 39).....	RCOA7204	<b>10.6450%</b>	44.
45. Not applicable			45.
46. Institution-specific capital conservation buffer necessary to avoid limitations on distributions and discretionary bonus payments.....	RCOAH311	<b>5.4553%</b>	46.
<i>Institutions must complete items 47 and 48 if the amount in item 46.a (or the lower of item 46.a or 46.b for an advanced approaches institution that has exited parallel run) is less than or equal to the applicable minimum capital conservation buffer:</i>			
47. Eligible retained income.....	RCOAH313	<b>NR</b>	47.
48. Distributions and discretionary bonus payments during the quarter.....	RCOAH314	<b>NR</b>	48.

1. Institutions that have adopted ASU 2016-13 should report the adjusted allowances for credit losses (AACL), as defined in the regulatory capital rule, in item 30.  
 3. Item 31 is to be completed only by institutions that have not adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities. See instructions for further detail on ASU 2016-01.  
 1. Institutions that have adopted ASU 2016-13 and have elected to apply the transition provision should include the applicable portion of the CECL transitional amount to item 36.

## Schedule RC-R Part II - Risk-Weighted Assets

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.

	(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%	
Dollar amounts in thousands											
1. Cash and balances due from depository institutions.....	RCOND957 13,156	RCONS396 0	RCOND958 4,869				RCOND959 8,287	RCONS397 0	RCOND960 0	RCONS398 0	1.
2. Securities:											2.
a. Held-to-maturity securities <sup>3</sup> .....	RCOND961 61,586	RCONS399 -51	RCOND962 3,590	RCONHJ74 0	RCONHJ75 0		RCOND963 57,427	RCOND964 620	RCOND965 0	RCONS400 0	2.a.
b. Available-for-sale debt securities and equity securities with readily determinable fair values not held for trading.....	RCONJA21 95,983	RCONS402 -1,174	RCOND967 14,760	RCONHJ76 0	RCONHJ77 0		RCOND968 67,437	RCOND969 0	RCOND970 14,960	RCONS403 0	2.b.
3. Federal funds sold and securities purchased under agreements to resell:											3.
a. Federal funds sold.....	RCOND971 0		RCOND972 0				RCOND973 0	RCONS410 0	RCOND974 0	RCONS411 0	3.a.
b. Securities purchased under agreements to resell.....	RCONH171 0	RCONH172 0									3.b.
4. Loans and leases held for sale:											4.
a. Residential mortgage exposures.....	RCONS413 0	RCONS414 0	RCONH173 0				RCONS415 0	RCONS416 0	RCONS417 0		4.a.
b. High volatility commercial real estate exposures.....	RCONS419 0	RCONS420 0	RCONH174 0				RCONH175 0	RCONH176 0	RCONH177 0	RCONS421 0	4.b.
c. Exposures past due 90 days or more or on nonaccrual <sup>3</sup> .....	RCONS423 0	RCONS424 0	RCONS425 0	RCONHJ78 0	RCONHJ79 0		RCONS426 0	RCONS427 0	RCONS428 0	RCONS429 0	4.c.

	(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	
Dollar amounts in thousands										
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 0		RCONS406 0				RCONH271 0	RCONH272 0	2.b.
3. Federal funds sold and securities purchased under agreements to resell:										3.
a. Federal funds sold										3.a.

3. Institutions that have adopted ASU 2016-13 should report as a negative number allowances eligible for inclusion in tier 2 capital in Column B, which excludes PC D allowances.  
 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.

	(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	
Dollar amounts in thousands										
b. Securities purchased under agreements to resell										3.b.
4. Loans and leases held for sale:										4.
a. Residential mortgage exposures.....								RCONH273 0	RCONH274 0	4.a.
b. High volatility commercial real estate exposures.....								RCONH275 0	RCONH276 0	4.b.





	(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	
Dollar amounts in thousands										
4. Loans and leases held for sale (continued):										4.
d. All other exposures.....								RCONH279 0	RCONH280 0	4.d.
5. Loans and leases held for investment:										5.
a. Residential mortgage exposures.....								RCONH281 0	RCONH282 0	5.a.
b. High volatility commercial real estate exposures.....								RCONH283 0	RCONH284 0	5.b.
c. Exposures past due 90 days or more or on nonaccrual <sup>11</sup> ....								RCONH285 0	RCONH286 0	5.c.
d. All other exposures.....								RCONH287 0	RCONH288 0	5.d.
6. LESS: Allowance for loan and lease losses										6.
7. Trading assets.....		RCONH186 0	RCONH290 0	RCONH187 0				RCONH291 0	RCONH292 0	7.
8. All other assets <sup>12</sup> .....		RCONH188 0	RCONS470 0	RCONS471 0				RCONH294 0	RCONH295 0	8.
a. Separate account bank-owned life insurance.....								RCONH296 2,441	RCONH297 2,441	8.a.
b. Default fund contributions to central counterparties.....								RCONH298 0	RCONH299 0	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.

7. 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.

8. 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.....	RCONS475 0	RCONS476 0	RCONS477 0	RCONS478 0	RCONS479 0	9.a.
b. Available-for-sale securities.....	RCONS480 4,190	RCONS481 4,190	RCONS482 0	RCONS483 840	RCONS484 0	9.b.
c. Trading assets.....	RCONS485 0	RCONS486 0	RCONS487 0	RCONS488 0	RCONS489 0	9.c.
d. All other on-balance sheet securitization exposures.....	RCONS490 0	RCONS491 0	RCONS492 0	RCONS493 0	RCONS494 0	9.d.
10. Off-balance sheet securitization exposures.....	RCONS495 0	RCONS496 0	RCONS497 0	RCONS498 0	RCONS499 0	10.

	(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%
Dollar amounts in thousands										
11. Total balance sheet assets <sup>14</sup>	RCON2170 956,824	RCONS500 -5,053	RCOND987 29,712	RCONHJ90 0	RCONHJ91 0		RCOND988 137,073	RCOND989 106,599	RCOND990 683,096	RCONS503 2,956

	(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
Dollar amounts in thousands								
11. Total balance sheet assets <sup>14</sup>		RCONS505 0	RCONS506 0	RCONS507 0			RCONS510 0	RCONH300 2,441

	(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%
Dollar amounts in thousands										
12. Financial standby letters of credit	RCOND991 0	RCOND992 0	RCOND993 0	RCONHJ92 0	RCONHJ93 0		RCOND994 0	RCOND995 0	RCOND996 0	RCONS511 0
13. Performance standby letters of credit and transaction-related contingent items	RCOND997 2,579	RCOND998 1,290	RCOND999 0				RCONG603 0	RCONG604 0	RCONG605 1,290	RCONS512 0
14. Commercial and similar letters of credit with an original maturity of one year or less	RCONG606 0	RCONG607 0	RCONG608 0	RCONHJ94 0	RCONHJ95 0		RCONG609 0	RCONG610 0	RCONG611 0	RCONS513 0
15. Retained recourse on small business obligations sold with recourse	RCONG612 0	RCONG613 0	RCONG614 0				RCONG615 0	RCONG616 0	RCONG617 0	RCONS514 0

	(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%
Dollar amounts in thousands										
16. Repo-style transactions <sup>21</sup>	RCONS515 43,623	RCONS516 43,623	RCONS517 43,000	RCONS518 0	RCONS519 0		RCONS520 623	RCONS521 0	RCONS522 0	RCONS523 0
17. All other off-balance sheet liabilities	RCONG618 3,096	RCONG619 3,096	RCONG620 0				RCONG621 0	RCONG622 3,096	RCONG623 0	RCONS524 0
18. Unused commitments (exclude unused commitments to asset-backed commercial paper conduits):										
a. Original maturity of one year or less	RCONS525 43,675	RCONS526 8,735	RCONS527 0	RCONHJ96 0	RCONHJ97 0		RCONS528 0	RCONS529 239	RCONS530 8,496	RCONS531 0

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.

	(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%	
Dollar amounts in thousands											
b. Original maturity exceeding one year.....	RCONG624 55,311	RCONG625 27,656	RCONG626 0	RCONHJ98 0	RCONHJ99 0		RCONG627 0	RCONG628 0	RCONG629 27,656	RCONS539 0	18.b.
19. Unconditionally cancelable commitments.....	RCONS540 39,248	RCONS541 0									19.
20. Over-the-counter derivatives.....		RCONS542 100	RCONS543 0	RCONHK00 0	RCONHK01 0	RCONS544 0	RCONS545 100	RCONS546 0	RCONS547 0	RCONS548 0	20.
21. Centrally cleared derivatives.....		RCONS549 0	RCONS550 0	RCONS551 0	RCONS552 0		RCONS554 0	RCONS555 0	RCONS556 0	RCONS557 0	21.
22. Unsettled transactions (failed trades) <sup>22</sup> .....	RCONH191 0		RCONH193 0				RCONH194 0	RCONH195 0	RCONH196 0	RCONH197 0	22.

22. For item 22, the sum of columns C through Q must equal column A.

	(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	
Dollar amounts in thousands						
16. Repo-style transactions <sup>24</sup> .....				RCONH301 0	RCONH302 0	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 0	RCONH304 0	18.a.
b. Original maturity exceeding one year.....				RCONH307 0	RCONH308 0	18.b.
19. Unconditionally cancelable commitments						19.
20. Over-the-counter derivatives.....				RCONH309 0	RCONH310 0	20.
21. Centrally cleared derivatives						21.
22. Unsettled transactions (failed trades) <sup>25</sup> .....	RCONH198 0	RCONH199 0	RCONH200 0			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 72,712	RCONS558 0	RCONS559 0	RCONS560 0	RCONG631 137,796	RCONG632 109,934	RCONG633 720,538	RCONS561 2,956	23.	
24. Risk weight factor									24.	
25. Risk-weighted assets by risk-weight category (for each column, item 23 multiplied by item 24).....	RCONG634 0	RCONS569 0	RCONS570 0	RCONS571 0	RCONG635 27,559	RCONG636 54,967	RCONG637 720,538	RCONS572 4,434	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).....		RCONS563 0	RCONS564 0	RCONS565 0	RCONS566 0	RCONS567 0	RCONS568 0	23.	
24. Risk weight factor								24.	
25. Risk-weighted assets by risk-weight category (for each column, item 23 multiplied by item 24).....		RCONS574 0	RCONS575 0	RCONS576 0	RCONS577 0	RCONS578 0	RCONS579 0	25.	

Dollar amounts in thousands

26. Risk-weighted assets base for purposes of calculating the allowance for loan and lease losses 1.25 percent threshold.....	RCONS580	<b>810,779</b>	26.
27. Standardized market-risk weighted assets (applicable only to banks that are covered by the market risk capital rule).....	RCONS581	<b>0</b>	27.
28. Risk-weighted assets before deductions for excess allowance of loan and lease losses and allocated risk transfer risk reserve <sup>27</sup> .....	RCONB704	<b>810,779</b>	28.
29. LESS: Excess allowance for loan and lease losses.....	RCONA222	<b>0</b>	29.
30. LESS: Allocated transfer risk reserve.....	RCON3128	<b>0</b>	30.
31. Total risk-weighted assets (item 28 minus items 29 and 30).....	RCONG641	<b>810,779</b>	31.
1. Current credit exposure across all derivative contracts covered by the regulatory capital rules.....	RCONG642	<b>0</b>	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	<b>0</b>	RCONS583	<b>20,000</b>	RCONS584	<b>0</b>	M.2.a.
b. Foreign exchange rate and gold.....	RCONS585	<b>0</b>	RCONS586	<b>0</b>	RCONS587	<b>0</b>	M.2.b.
c. Credit (investment grade reference asset).....	RCONS588	<b>0</b>	RCONS589	<b>0</b>	RCONS590	<b>0</b>	M.2.c.
d. Credit (non-investment grade reference asset).....	RCONS591	<b>0</b>	RCONS592	<b>0</b>	RCONS593	<b>0</b>	M.2.d.
e. Equity.....	RCONS594	<b>0</b>	RCONS595	<b>0</b>	RCONS596	<b>0</b>	M.2.e.
f. Precious metals (except gold).....	RCONS597	<b>0</b>	RCONS598	<b>0</b>	RCONS599	<b>0</b>	M.2.f.
g. Other.....	RCONS600	<b>0</b>	RCONS601	<b>0</b>	RCONS602	<b>0</b>	M.2.g.
3. Notional principal amounts of centrally cleared derivative contracts:							M.3.
a. Interest rate.....	RCONS603	<b>0</b>	RCONS604	<b>0</b>	RCONS605	<b>0</b>	M.3.a.
b. Foreign exchange rate and gold.....	RCONS606	<b>0</b>	RCONS607	<b>0</b>	RCONS608	<b>0</b>	M.3.b.
c. Credit (investment grade reference asset).....	RCONS609	<b>0</b>	RCONS610	<b>0</b>	RCONS611	<b>0</b>	M.3.c.
d. Credit (non-investment grade reference asset).....	RCONS612	<b>0</b>	RCONS613	<b>0</b>	RCONS614	<b>0</b>	M.3.d.
e. Equity.....	RCONS615	<b>0</b>	RCONS616	<b>0</b>	RCONS617	<b>0</b>	M.3.e.
f. Precious metals (except gold).....	RCONS618	<b>0</b>	RCONS619	<b>0</b>	RCONS620	<b>0</b>	M.3.f.
g. Other.....	RCONS621	<b>0</b>	RCONS622	<b>0</b>	RCONS623	<b>0</b>	M.3.g.

Dollar amounts in thousands

4. Amount of allowances for credit losses on purchased credit-deteriorated assets: <sup>1</sup>			M.4.
a. Loans and leases held for investment.....	RCONJJ30	<b>NR</b>	M.4.a.
b. Held-to-maturity debt securities.....	RCONJJ31	<b>NR</b>	M.4.b.
c. Other financial assets measured at amortized cost.....	RCONJJ32	<b>NR</b>	M.4.c.

## Schedule RC-T - Fiduciary and Related Services

Dollar amounts in thousands

1. Does the institution have fiduciary powers? (If "NO," do not complete Schedule RC-T.).....	RCONA345	<b>No</b>	1.
2. Does the institution exercise the fiduciary powers it has been granted?.....	RCONA346	<b>No</b>	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	<b>No</b>	3.

27. 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. Memorandum items 4.a through 4.c should be completed only by institutions that have adopted ASU 2016-13.



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		0	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		
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.

Memoranda items 3.a through 3.g are to be completed by banks with collective investment funds and common trust funds with a total market value of \$1 billion or more as of the preceding December 31.

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

Dollar amounts in thousands

1. Does the institution have any derivative contracts?.....	RCONFT00	<b>Yes</b>	1.
a. Total gross notional amount of interest rate derivatives held for trading.....	RCONA126	<b>0</b>	1.a.
b. Total gross notional amount of all other derivatives held for trading.....	RCONFT01	<b>0</b>	1.b.
c. Total gross notional amount of interest rate derivatives not held for trading.....	RCON8725	<b>20,000</b>	1.c.
d. Total gross notional amount of all other derivatives not held for trading.....	RCONFT02	<b>0</b>	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	<b>No</b>	2.
a. Principal amount of 1-4 family residential mortgage loans sold during the quarter.....	RCONFT04	<b>NR</b>	2.a.
b. Quarter-end amount of 1-4 family residential mortgage loans held for sale or trading.....	RCONFT05	<b>NR</b>	2.b.
3. Does the institution use the fair value option to measure any of its assets or liabilities?.....	RCONFT06	<b>No</b>	3.
a. Aggregate amount of fair value option assets.....	RCONHK18	<b>NR</b>	3.a.
b. Aggregate amount of fair value option liabilities.....	RCONHK19	<b>NR</b>	3.b.
c. Year-to-date net gains (losses) recognized in earnings on fair value option assets.....	RIADF551	<b>NR</b>	3.c.
d. Year-to-date net gains (losses) recognized in earnings on fair value option liabilities.....	RIADF553	<b>NR</b>	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	<b>No</b>	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	<b>NR</b>	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	<b>Yes</b>	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	<b>3,096</b>	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	<b>Yes</b>	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	<b>15,532</b>	6.a.
7. Does the institution have any consolidated variable interest entities?.....	RCONFT13	<b>No</b>	7.
a. Total assets of consolidated variable interest entities <sup>1</sup> .....	RCONFT14	<b>NR</b>	7.a.
b. Total liabilities of consolidated variable interest entities.....	RCONFT15	<b>NR</b>	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	<b>No</b>	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	<b>NR</b>	8.a.
b. Separate valuation allowance for uncollectible retail credit card fees and finance charges.....	RIADC389	<b>NR</b>	8.b.
c. Amount of allowance for loan and lease losses attributable to retail credit card fees and finance charges <sup>1</sup> .....	RIADC390	<b>NR</b>	8.c.
d. Uncollectible retail credit card fees and finance charges reversed against year-to-date income.....	RIADC388	<b>NR</b>	8.d.
9. Does the institution have assets covered by FDIC loss-sharing agreements?.....	RCONFT17	<b>No</b>	9.
a. Loans and leases covered by FDIC loss-sharing agreements.....	RCONFT18	<b>NR</b>	9.a.
b. Past due and nonaccrual loans and leases covered by FDIC loss-sharing agreements:			9.b.
1. Past due 30 through 89 days and still accruing.....	RCONFT19	<b>NR</b>	9.b.1.
2. Past due 90 days and still accruing.....	RCONFT20	<b>NR</b>	9.b.2.
3. Nonaccrual.....	RCONFT21	<b>NR</b>	9.b.3.
c. Portion of past due and nonaccrual covered loans and leases that is protected by FDIC loss-sharing agreements:			9.c.
1. Past due 30 through 89 days and still accruing.....	RCONK102	<b>NR</b>	9.c.1.
2. Past due 90 days and still accruing.....	RCONK103	<b>NR</b>	9.c.2.
3. Nonaccrual.....	RCONK104	<b>NR</b>	9.c.3.
d. Other real estate owned covered by FDIC loss-sharing agreements.....	RCONFT22	<b>NR</b>	9.d.
e. Portion of covered other real estate owned that is protected by FDIC loss-sharing agreements.....	RCONK192	<b>NR</b>	9.e.

1. Institutions that have adopted ASU 2016-13 should report assets net of any applicable allowance for credit losses.

1. Institutions that have adopted ASU 2016-13 should report in item 8.c the amount of allowance for credit losses on loans and leases attributable to retail credit card fees and finance charges.

## Optional Narrative Statement Concerning the Amounts Reported in the Reports of Condition and Income

Dollar amounts in thousands

1. Comments?.....	RCON6979	<b>No</b>	1.
2. Bank Management Statement (please type or print clearly; 750 character limit):.....	TEXT6980	<b>NR</b>	2.

**EXHIBIT 6**

**Schedule of Branch Offices of Columbia Bank and Atlantic Stewardship Bank**

## Principal Office and Branch Offices of Columbia Bank

### *Principal Office:*

19-01 Route 208 North  
Fair Lawn, New Jersey 07410

### *Branch Offices:*

River Road  
14-01 River Road  
Fair Lawn, New Jersey 07410

Hawthorne  
496 Lafayette Avenue  
Hawthorne, New Jersey 07506

Ridgewood  
60 South Broad Street  
Ridgewood, New Jersey 07450

Saddle Brook  
381 Market Street  
Saddle Brook, New Jersey 07663

Route 4  
102 Route 4 East  
Paramus, New Jersey 07652

Franklin Lakes  
805 Franklin Lake Road  
Franklin Lakes, New Jersey 07417

Cedar Grove  
1027 Pompton Avenue  
Cedar Grove, New Jersey 07009

Pompton Plains  
543 Newark Pompton Turnpike  
Pompton Plains, New Jersey 07444

Livingston  
270 S. Livingston Avenue  
Livingston, New Jersey 07039

Linden  
701 North Wood Avenue  
Linden, New Jersey 07036

Radburn  
14-01 Plaza Road  
Fair Lawn, New Jersey 07410

Saddle River Road  
5-22 Saddle River Road  
Fair Lawn, NJ 07410

Midland Park  
60 Godwin Avenue  
Midland Park, New Jersey 07432

PCTI  
45 Reinhardt Road  
Wayne, New Jersey 07470

Wyckoff  
303 Franklin Avenue  
Wyckoff, New Jersey 07481

Wayne Hills  
122 Berdan Avenue  
Wayne, New Jersey 07470

Oakland  
413 Ramapo Valley Road  
Oakland, New Jersey 07436

Pompton Lakes  
413 Wanaque Avenue  
Pompton Lakes, New Jersey 07442

Newark  
905 Broad Street  
Newark, New Jersey 07102

Westfield  
251 North Avenue West  
Westfield, New Jersey 07090

Morlot  
21-20 Morlot Avenue  
Fair Lawn, New Jersey 07410

Broadway  
25-00 Broadway  
Fair Lawn, New Jersey 07410

Route 17  
803 Route 17 South  
Paramus, New Jersey 07652

Farview  
134 South Farview Avenue  
Paramus, New Jersey 07652

Oradell  
279 Kinderkamack Road  
Oradell, New Jersey 07649

Packanack  
1504 Route 23 North  
Wayne, New Jersey 07470

Fairfield  
271 Passaic Avenue  
Fairfield, New Jersey 07004

Kinnelon  
300 Kakeout Road  
Kinnelon, New Jersey 07405

West Milford  
1501 Union Valley Road  
West Milford, New Jersey 07480

Clark  
1100 Raritan Road  
Clark, New Jersey 07066

Colonia  
800 Inman Avenue  
Colonia, New Jersey 07067

Edison  
245 Talmadge Road  
Edison, New Jersey 08817

East Brunswick  
389 Route 18 South  
East Brunswick, New Jersey 08816

Old Bridge  
2988 Route 516  
Old Bridge, New Jersey 08857

Maple Shade  
253 East Main Street  
Maple Shade, New Jersey 08052

Deptford  
1460 Clements Bridge Road  
Deptford Twp., New Jersey 08096

Washington Township  
407 Hurffville Crosskeys Road  
Washington Township, New Jersey  
08080

Woodbridge  
604 Amboy Avenue  
Woodbridge, New Jersey 07095

Raritan Center  
60 Raritan Center Parkway  
Edison, New Jersey 08837

Middletown  
1127 Route 35  
Middletown, New Jersey 07748

Marlboro  
133 Route 9 South  
Marlboro, New Jersey 07726

Mount Laurel  
99 Ramblewood Pkwy  
Mount Laurel, New Jersey 08054

West Deptford  
204 Grove Avenue  
West Deptford, New Jersey 08086

South Plainfield  
620 Oak Tree Ave  
South Plainfield, New Jersey 07080

Sayreville  
270 Main Street  
Sayreville, New Jersey 08872

Aberdeen  
1154 Highway 34  
Aberdeen, New Jersey 07747

Medford  
133 Route 70  
Medford, New Jersey 08055

Voorhees  
900 White Horse Road  
Voorhees Twp., New Jersey 08043

Sicklerville  
505 Berlin-CrossKeys Road  
Sicklerville, New Jersey 08081



## **Principal Office and Branch Offices of Atlantic Stewardship Bank**

### *Principal Office:*

630 Godwin Avenue  
Midland Park, New Jersey 07432

### *Branch Offices:*

Hawthorne  
386 Lafayette Avenue  
Hawthorne, New Jersey 07506

Montville  
2 Changebridge Road  
Montville, New Jersey 07045

Morristown  
43 S. Park Place  
Morristown, New Jersey 07960

North Haledon  
33 Sicomac Road  
North Haledon, New Jersey 07508

Pequannock  
249 Newark Pompton Tpke  
Pequannock, New Jersey 07440

Ridgewood  
190 Franklin Avenue  
Ridgewood, New Jersey 07450

Waldwick  
64 Franklin Tpke  
Waldwick, New Jersey 07463

Wayne Hills  
87 Berdan Avenue  
Wayne, New Jersey 07470

Wayne Valley  
311 Valley Road  
Wayne, New Jersey 07470

Westwood  
200 Kinderkamack Road  
Westwood, New Jersey 07675

Wyckoff  
378 Franklin Avenue  
Wyckoff, New Jersey 07481