



Date of Board Approval: March 2024

COMMUNITY REINVESTMENT PUBLIC FILE

PUBLIC COMMENT LETTERS AND TAB'S RESPONSES

None

FDIC CRA PERFORMANCE EVALUATIONS

CERT	FDIC Release Date	Bank Name	City	State	Last FDIC CRA Rating	Asset Size (in Thousands as of FDIC Exam Date)
34781	04/13/2022	Transportation Alliance Bank, Inc.	Ogden	UT	Needs to Improve	\$1,190,000
34781	7/08/2019	Transportation Alliance Bank, Inc.	OGDEN	UT	Outstanding	\$715,500
34781	02/27/2017	Transportation Alliance Bank, Inc.	OGDEN	UT	Outstanding	\$671,000
34781	11/03/2014	Transportation Alliance Bank, Inc.	OGDEN	UT	Outstanding	\$605,800
34781	04/06/2012	Transportation Alliance Bank, Inc.	OGDEN	UT	Satisfactory	\$852,100
34781	07/01/2009	Transportation Alliance Bank, Inc.	OGDEN	UT	Satisfactory	\$580,165
34781	03/01/2006	Transportation Alliance Bank, Inc.	OGDEN	UT	Outstanding	\$268,433
34781	08/01/2001	Transportation Alliance Bank, Inc.	OGDEN	UT	Satisfactory	\$43,704

The FDIC Community Reinvestment Act Performance Evaluation dated April 13, 2002, is attached as Exhibit A. Transportation Alliance Bank's CRA Strategic Plan dated February 28, 2022 is located on attached as Exhibit B.

BRANCH OFFICES LOCATIONS

Main Office - Headquarters
4185 Harrison Boulevard
Ogden, Utah 84403

Branch Offices - None

BRANCHES OPENED OR CLOSED

Opened

None

Closed

None

TRANSPORTATION ALLIANCE BANK'S SERVICES

Transportation Alliance Bank Inc., dba TAB Bank ("TAB" or the Bank) was originally established to provide products and services to the transportation industry – an industry historically underserved by the banking industry. TAB developed and offered a full spectrum of banking and complementary products and services to fit the needs of the transportation industry.

Leveraging TAB's transportation industry expertise, TAB continues to develop and offer innovative products and services to small and medium sized businesses. TAB has expanded its market presence to include other commercial industries and provides financial products to companies including working capital financing, equipment financing, and commercial lending products.

TAB will continue to develop and offer innovative products and services to the transportation industry as well as leverage the Bank's core competencies to offer product lines to other industries. This will provide new opportunities and reduce concentration in the transportation industry.

PRODUCTS

The Bank's lending and services include commercial lines of credit, working capital solutions, letters of credit, commercial real estate and traditional commercial banking products for accounts receivable management services, asset-based lending, and equipment, transportation finance, and strategic partnerships. TAB Bank is a nationwide lender focused on the transportation industry typically serving borrowers that may not qualify for traditional financing.

Deposit products and services include money market, certificate of deposit accounts, checking accounts, savings accounts, debit cards, individual retirement accounts, and treasury management services. The primary avenue to obtain a loan or open a deposit account is via phone, mail, or the internet.

CUSTOMER SERVICE AVAILABILITY

All customer services are available at its Main Office, Monday through Friday from 8:00 a.m. to 5:00 p.m. Mountain time; many of those services are also available online at . Although the Bank is not a traditional retail bank serving the general public at its office in Ogden, Utah and does not operate a traditional bank lobby, solicit walk-in business, or maintain traditional branches with tellers or ATM's; the Bank does offer the following customer services:

- Automated Banking available 24 hours every day of the year;
- Interactive Voice Response (IVR) customer service available 24 hours every day of the year;
- Internet Banking available 24 hours every day of the year;
- Remote Deposit Services;
- Banking by Mail; and
- Online questions and answers.
- www.tabbank.com

DESCRIPTION OF ASSESSMENT AREA

TAB Bank has designated two metropolitan statistical areas (MSAs) as its Assessment Area (AA); The Salt Lake City MSA #41620, which includes Salt Lake, and Tooele Counties; and the Ogden-Clearfield MSA #36260, which includes Davis, Morgan, Box Elder, and Weber Counties.



2023 FFIEC Census Report – Summary Census Demographic Information
MSA/MD: 36260 – OGDEN – CLEARFIELD, UT
State: 49 – UTAH (UT)

County Code	Tract Code	Tract Income Level	Distressed or Under-served Tract	Tract Median Family Income %	2023 FFIEC Est. MSA/MD non-MSA/MD Median Family Income	2023 Est. Tract Median Family Income	2020 Tract Median Family Income	Tract Population	Tract Minority %	Minority Population	Owner Occupied Units	1- to 4- Family Units
003	9601.00	Middle	No	80.30	\$109,300	\$87,768	\$70,688	3498	8.15	285	929	1338
003	9602.00	Middle	No	86.81	\$109,300	\$94,883	\$76,418	8037	11.26	905	1955	2622
003	9603.01	Moderate	No	68.84	\$109,300	\$75,242	\$60,595	4500	13.62	613	966	1299
003	9603.02	Moderate	No	74.41	\$109,300	\$81,330	\$65,500	5746	22.28	1280	1165	1776
003	9604.00	Middle	No	86.37	\$109,300	\$94,402	\$76,029	5350	10.80	578	1415	1643
003	9605.00	Middle	No	82.94	\$109,300	\$90,653	\$73,011	5311	16.80	892	1188	1678
003	9606.01	Moderate	No	76.63	\$109,300	\$83,757	\$67,455	3695	15.86	586	962	1384
003	9606.02	Middle	No	100.67	\$109,300	\$110,032	\$88,611	2620	11.95	313	771	889
003	9607.01	Moderate	No	62.71	\$109,300	\$68,542	\$55,203	5379	21.53	1158	1119	1626
003	9607.02	Moderate	No	65.66	\$109,300	\$71,766	\$57,798	2893	22.02	637	435	813
003	9608.01	Middle	No	109.17	\$109,300	\$119,323	\$96,094	5166	10.65	550	1287	1530
003	9608.02	Middle	No	103.37	\$109,300	\$112,983	\$90,991	5471	9.29	508	1422	1531
011	1251.02	Upper	No	126.32	\$109,300	\$138,068	\$111,193	4290	11.12	477	1214	1394
011	1251.03	Middle	No	101.23	\$109,300	\$110,644	\$89,107	7390	20.77	1535	1701	2036
011	1251.04	Upper	No	151.12	\$109,300	\$165,174	\$133,019	6064	13.32	808	1770	1882
011	1252.01	Moderate	No	64.64	\$109,300	\$70,652	\$56,898	3548	35.29	1252	32	1034
011	1253.01	Moderate	No	74.00	\$109,300	\$80,882	\$65,139	5386	26.96	1452	1102	1604
011	1253.04	Middle	No	92.30	\$109,300	\$100,884	\$81,250	5606	23.28	1305	1239	1451
011	1253.05	Middle	No	114.93	\$109,300	\$125,618	\$101,167	6449	23.41	1510	1627	1900
011	1253.06	Upper	No	125.25	\$109,300	\$136,898	\$110,250	4335	22.15	960	1137	1214
011	1253.07	Middle	No	107.56	\$109,300	\$117,563	\$94,677	8734	18.78	1640	1839	2002
011	1254.07	Middle	No	113.80	\$109,300	\$124,383	\$100,172	8219	14.39	1183	1967	2186
011	1254.08	Upper	No	121.48	\$109,300	\$132,778	\$106,935	6670	16.09	1073	1611	1689
011	1254.09	Upper	No	122.84	\$109,300	\$134,264	\$108,125	5271	16.16	852	1155	1358
011	1254.10	Upper	No	158.84	\$109,300	\$173,612	\$139,813	4223	16.05	678	998	1026
011	1254.11	Middle	No	102.03	\$109,300	\$111,519	\$89,808	6523	17.92	1169	1458	1856
011	1254.12	Middle	No	84.49	\$109,300	\$92,348	\$74,375	2918	23.85	696	647	696
011	1254.13	Upper	No	153.72	\$109,300	\$168,016	\$135,307	6232	14.09	878	1415	1430
011	1254.14	Middle	No	110.43	\$109,300	\$120,700	\$97,202	5271	24.47	1290	1059	1149
011	1254.15	Upper	No	120.97	\$109,300	\$132,220	\$106,483	5093	24.29	1237	1082	1271
011	1255.01	Middle	No	91.87	\$109,300	\$100,414	\$80,871	6741	25.13	1694	1821	2004
011	1255.02	Middle	No	89.69	\$109,300	\$98,031	\$78,954	5555	32.24	1791	1378	1740
011	1255.03	Middle	No	109.21	\$109,300	\$119,367	\$96,131	5657	19.52	1104	1416	1600
011	1256.00	Moderate	No	61.63	\$109,300	\$67,362	\$54,250	239	32.64	78	37	46
011	1257.01	Moderate	No	55.10	\$109,300	\$60,224	\$48,500	4972	33.83	1682	531	1404
011	1257.02	Moderate	No	70.36	\$109,300	\$76,903	\$61,936	3943	27.72	1093	904	1383
011	1258.01	Moderate	No	62.07	\$109,300	\$67,843	\$54,643	7086	36.31	2573	1385	1839
011	1258.04	Upper	No	125.29	\$109,300	\$136,942	\$110,282	6480	18.89	1224	1509	1819
011	1258.05	Middle	No	90.30	\$109,300	\$98,698	\$79,489	6377	31.03	1979	1251	1797
011	1258.07	Moderate	No	71.26	\$109,300	\$77,887	\$62,731	3675	38.23	1405	611	890
011	1258.09	Middle	No	102.43	\$109,300	\$111,956	\$90,167	4513	32.68	1475	873	1136
011	1258.10	Middle	No	91.99	\$109,300	\$100,545	\$80,975	2875	33.91	975	201	366
011	1259.05	Middle	No	101.73	\$109,300	\$111,191	\$89,552	6701	20.59	1380	1734	2295
011	1259.06	Middle	No	108.06	\$109,300	\$118,110	\$95,120	7987	18.03	1440	1753	2141
011	1259.07	Middle	No	111.65	\$109,300	\$122,033	\$98,281	2596	18.84	489	604	691
011	1259.08	Middle	No	109.34	\$109,300	\$119,509	\$96,250	5201	17.61	916	1330	1500
011	1260.01	Middle	No	85.93	\$109,300	\$93,921	\$75,640	5835	32.80	1914	1334	1699
011	1260.02	Upper	No	126.58	\$109,300	\$138,352	\$111,420	7994	13.30	1063	1781	2044
011	1261.01	Middle	No	105.89	\$109,300	\$115,738	\$93,207	6670	14.26	951	1684	2086

011	1261.05	Upper	No	127.57	\$109,300	\$139,434	\$112,292	6436	9.90	637	1543	1635
011	1261.06	Upper	No	166.11	\$109,300	\$181,558	\$146,218	4590	7.25	333	1019	1019
011	1261.07	Upper	No	154.15	\$109,300	\$168,486	\$135,685	3889	8.51	331	890	934
011	1261.08	Upper	No	168.95	\$109,300	\$184,662	\$148,712	6625	8.82	584	1389	1404
011	1262.03	Upper	No	162.21	\$109,300	\$177,296	\$142,787	4517	10.23	462	1032	1298
011	1262.04	Middle	No	111.02	\$109,300	\$121,345	\$97,725	5304	11.10	589	986	1362
011	1262.05	Upper	No	121.07	\$109,300	\$132,330	\$106,571	6615	12.53	829	1956	2008
011	1262.06	Upper	No	151.09	\$109,300	\$165,141	\$132,995	7040	10.87	765	1401	1496
011	1263.03	Middle	No	111.35	\$109,300	\$121,706	\$98,015	4723	10.52	497	1418	1553
011	1263.04	Upper	No	143.14	\$109,300	\$156,452	\$126,000	6955	11.78	819	2000	2163
011	1263.05	Upper	No	141.34	\$109,300	\$154,485	\$124,417	2556	7.59	194	821	847
011	1263.06	Middle	No	97.66	\$109,300	\$106,742	\$85,965	7585	16.62	1261	2078	2344
011	1264.02	Upper	No	161.06	\$109,300	\$176,039	\$141,774	3606	11.37	410	903	1109
011	1264.04	Upper	No	144.32	\$109,300	\$157,742	\$127,037	8413	19.53	1643	1758	2037
011	1264.05	Upper	No	141.46	\$109,300	\$154,616	\$124,519	3779	12.91	488	998	1062
011	1264.06	Middle	No	80.94	\$109,300	\$88,467	\$71,250	4770	21.13	1008	786	1416
011	1265.00	Middle	No	111.99	\$109,300	\$122,405	\$98,578	6551	10.53	690	1567	1797
011	1266.00	Middle	No	87.95	\$109,300	\$96,129	\$77,417	5502	19.65	1081	1151	1618
011	1267.00	Moderate	No	77.87	\$109,300	\$85,112	\$68,546	4218	22.81	962	665	1203
011	1268.01	Upper	No	151.00	\$109,300	\$165,043	\$132,917	3534	10.10	357	1107	1178
011	1268.02	Upper	No	131.92	\$109,300	\$144,189	\$116,125	5052	12.95	654	1288	1412
011	1269.01	Middle	No	82.46	\$109,300	\$90,129	\$72,583	6123	21.82	1336	1159	1485
011	1269.02	Middle	No	88.97	\$109,300	\$97,244	\$78,317	7142	19.91	1422	1499	1965
011	1270.02	Middle	No	81.50	\$109,300	\$89,080	\$71,738	8272	40.66	3363	2160	2354
011	1270.03	Middle	No	111.68	\$109,300	\$122,066	\$98,302	8446	19.35	1634	2119	2355
011	1270.05	Middle	No	109.55	\$109,300	\$119,738	\$96,431	3899	19.11	745	1075	1213
011	1270.06	Middle	No	101.83	\$109,300	\$111,300	\$89,634	4130	17.89	739	1079	1302
011	1271.00	Middle	No	99.74	\$109,300	\$109,016	\$87,794	8538	11.06	944	2168	2672
011	9800.00	Upper	No	231.47	\$109,300	\$252,997	\$203,750	550	40.55	223	0	28
029	9701.01	Upper	No	136.44	\$109,300	\$149,129	\$120,104	6568	6.70	440	1522	1775
029	9701.02	Middle	No	97.63	\$109,300	\$106,710	\$85,938	4058	5.45	221	1113	1340
029	9702.00	Middle	No	104.24	\$109,300	\$113,934	\$91,761	1669	4.31	72	404	512
029	9999.99	Middle	No	115.39	\$109,300	\$126,121	\$101,572	12295	5.96	733	3039	3627
057	2001.00	Middle	No	83.11	\$109,300	\$90,839	\$73,160	4586	30.46	1397	1248	1658
057	2002.02	Moderate	No	52.03	\$109,300	\$56,869	\$45,800	3978	44.47	1769	595	1168
057	2002.03	Moderate	No	74.06	\$109,300	\$80,948	\$65,191	5420	47.20	2558	1348	1727
057	2002.04	Middle	No	95.03	\$109,300	\$103,868	\$83,649	5209	42.77	2228	1258	1601
057	2003.01	Moderate	No	62.99	\$109,300	\$68,848	\$55,446	4805	50.93	2447	1305	1621
057	2003.02	Middle	No	86.37	\$109,300	\$94,402	\$76,029	3519	53.03	1866	456	836
057	2004.00	Moderate	No	68.52	\$109,300	\$74,892	\$60,313	1829	55.49	1015	225	544
057	2005.00	Moderate	No	68.86	\$109,300	\$75,264	\$60,613	6255	34.23	2141	1733	2486
057	2006.00	Middle	No	86.15	\$109,300	\$94,162	\$75,833	4488	26.92	1208	835	1309
057	2007.00	Middle	No	89.64	\$109,300	\$97,977	\$78,906	3270	23.76	777	945	1240
057	2008.00	Moderate	No	58.27	\$109,300	\$63,689	\$51,296	4531	44.12	1999	1050	1689
057	2009.00	Low	No	48.11	\$109,300	\$52,584	\$42,348	4200	44.07	1851	466	1093
057	2011.00	Middle	No	91.86	\$109,300	\$100,403	\$80,859	2525	30.57	772	227	332
057	2012.00	Low	No	48.23	\$109,300	\$52,715	\$42,457	2378	66.53	1582	251	727
057	2013.01	Moderate	No	65.49	\$109,300	\$71,581	\$57,648	2744	49.45	1357	398	1121
057	2013.02	Moderate	No	59.41	\$109,300	\$64,935	\$52,297	3468	56.06	1944	603	1098
057	2014.00	Middle	No	116.82	\$109,300	\$127,684	\$102,828	3213	18.02	579	1131	1371
057	2015.00	Middle	No	95.70	\$109,300	\$104,600	\$84,243	4261	18.52	789	1056	1196

County Code	Tract Code	Tract Income Level	Distressed or Under-served Tract	Tract Median Family Income %	2023 FFIEC Est. MSA/MD non-MSA/MD Median Family Income	2023 Est. Tract Median Family Income	2020 Tract Median Family Income	Tract Population	Tract Minority %	Minority Population	Owner Occupied Units	1- to 4-Family Units
057	2016.00	Moderate	No	66.61	\$109,300	\$72,805	\$58,633	4156	29.96	1245	932	1319
057	2017.00	Moderate	No	56.24	\$109,300	\$61,470	\$49,505	3460	50.95	1763	774	1327
057	2018.00	Moderate	No	58.93	\$109,300	\$64,410	\$51,875	2421	60.84	1473	433	795
057	2019.00	Moderate	No	74.51	\$109,300	\$81,439	\$65,592	1284	55.06	707	272	415
057	2020.00	Upper	No	144.61	\$109,300	\$158,059	\$127,292	5560	20.72	1152	1380	1640
057	2101.01	Upper	No	133.31	\$109,300	\$145,708	\$117,348	3965	9.13	362	1109	1650
057	2101.02	Upper	No	138.35	\$109,300	\$151,217	\$121,782	4301	8.23	354	1463	2930
057	2102.01	Middle	No	109.49	\$109,300	\$119,673	\$96,382	4532	12.42	563	1082	1225
057	2102.03	Middle	No	107.92	\$109,300	\$117,957	\$95,000	3235	14.68	475	901	1031
057	2102.04	Middle	No	92.82	\$109,300	\$101,452	\$81,708	4994	16.30	814	1055	1323
057	2103.03	Upper	No	125.14	\$109,300	\$136,778	\$110,151	8164	11.73	958	1997	2096
057	2103.04	Middle	No	118.31	\$109,300	\$129,313	\$104,141	5762	19.25	1109	1240	1718
057	2103.05	Moderate	No	77.09	\$109,300	\$84,259	\$67,857	5785	22.82	1320	1299	1504
057	2103.06	Middle	No	100.35	\$109,300	\$109,683	\$88,330	4824	19.65	948	1334	1663
057	2104.04	Middle	No	99.09	\$109,300	\$108,305	\$87,222	2363	8.80	208	583	696
057	2104.05	Middle	No	110.31	\$109,300	\$120,569	\$97,102	3290	16.35	538	740	859
057	2104.06	Middle	No	117.45	\$109,300	\$128,373	\$103,385	5349	13.25	709	1357	1466
057	2104.07	Upper	No	124.84	\$109,300	\$136,450	\$109,888	6511	10.57	688	1856	2079
057	2104.08	Middle	No	108.99	\$109,300	\$119,126	\$95,936	3571	8.46	302	1034	1162
057	2105.08	Middle	No	106.50	\$109,300	\$116,405	\$93,750	2411	27.83	671	665	776
057	2105.09	Middle	No	99.11	\$109,300	\$108,327	\$87,244	4575	23.63	1081	1416	1575
057	2105.10	Middle	No	102.44	\$109,300	\$111,967	\$90,172	3626	21.92	795	982	1047
057	2105.11	Middle	No	81.00	\$109,300	\$88,533	\$71,298	4202	24.42	1026	1301	1423
057	2105.12	Moderate	No	70.23	\$109,300	\$76,761	\$61,818	5165	27.42	1416	1162	1449
057	2105.13	Middle	No	90.31	\$109,300	\$98,709	\$79,500	6533	30.15	1970	1543	1756
057	2105.14	Middle	No	112.49	\$109,300	\$122,952	\$99,018	6022	23.48	1414	1248	1502
057	2105.15	Middle	No	118.81	\$109,300	\$129,859	\$104,583	4964	14.95	742	1205	1250
057	2105.16	Upper	No	128.73	\$109,300	\$140,702	\$113,315	6014	10.29	619	1653	1738
057	2105.17	Upper	No	132.31	\$109,300	\$144,615	\$116,467	4639	13.95	647	1126	1198
057	2105.18	Middle	No	101.03	\$109,300	\$110,426	\$88,934	7352	18.31	1346	1500	1773
057	2106.00	Middle	No	80.62	\$109,300	\$88,118	\$70,971	6958	24.81	1726	2029	2345
057	2107.01	Middle	No	81.14	\$109,300	\$88,686	\$71,429	6063	26.98	1636	1352	2037
057	2107.03	Middle	No	84.23	\$109,300	\$92,063	\$74,145	2606	26.78	698	748	876
057	2107.04	Middle	No	86.47	\$109,300	\$94,512	\$76,117	6142	25.58	1571	1882	2054
057	2108.00	Moderate	No	61.40	\$109,300	\$67,110	\$54,052	3168	35.16	1114	823	1183
057	2109.00	Middle	No	95.14	\$109,300	\$103,988	\$83,750	6776	21.47	1455	1933	2233
057	2110.00	Middle	No	91.04	\$109,300	\$99,507	\$80,139	3314	25.53	846	921	1184
057	2111.00	Middle	No	98.19	\$109,300	\$107,322	\$86,429	5713	26.75	1528	1194	1615
057	2112.01	Middle	No	111.06	\$109,300	\$121,389	\$97,760	4922	19.06	938	1148	1383
057	2112.02	Middle	No	92.58	\$109,300	\$101,190	\$81,495	6852	16.46	1128	1856	2259

2023 FFIEC Census Report – Summary Census Demographic Information
MSA/MD: 41620 – SALT LAKE CITY, UT
State: 49 – UTAH (UT)

County Code	Tract Code	Tract Income Level	Distressed or Under-served Tract	Tract Median Family Income %	2023 FFIEC Est. MSA/MD non-MSA/MD Median Family Income	2023 Est. Tract Median Family Income	2020 Tract Median Family Income	Tract Population	Tract Minority %	Minority Population	Owner Occupied Units	1- to 4-Family Units
035	1001.00	Middle	No	82.90	\$106,300	\$88,123	\$74,911	2987	39.71	1186	278	539
035	1002.00	Upper	No	159.08	\$106,300	\$169,102	\$143,750	1333	15.38	205	311	575
035	1003.06	Moderate	No	59.03	\$106,300	\$62,749	\$53,341	6043	67.95	4106	779	1055
035	1003.07	Middle	No	86.01	\$106,300	\$91,429	\$77,719	4968	77.56	3853	1046	1195
035	1003.08	Moderate	No	56.43	\$106,300	\$59,985	\$50,996	4025	76.12	3064	446	679
035	1005.00	Moderate	No	73.85	\$106,300	\$78,503	\$66,735	5893	52.03	3066	1155	1643
035	1006.00	Moderate	No	52.78	\$106,300	\$56,105	\$47,700	6699	56.05	3755	1749	2352
035	1007.00	Moderate	No	79.02	\$106,300	\$83,998	\$71,406	2683	27.02	725	702	1204
035	1008.00	Middle	No	83.48	\$106,300	\$88,739	\$75,435	2562	25.96	665	310	311
035	1010.00	Upper	No	155.82	\$106,300	\$165,637	\$140,804	3127	16.89	528	993	1422
035	1011.01	Middle	No	107.48	\$106,300	\$114,251	\$97,121	1973	21.59	426	277	594
035	1011.02	Middle	No	110.23	\$106,300	\$117,174	\$99,609	3431	22.65	777	493	509
035	1012.00	Upper	No	150.25	\$106,300	\$159,716	\$135,766	3972	19.74	784	1165	1466
035	1014.01	Low	No	29.20	\$106,300	\$31,040	\$26,389	2171	44.22	960	8	24
035	1014.02	Unknown	No	0.00	\$106,300	\$0	\$0	4339	40.56	1760	6	51
035	1015.00	Upper	No	144.21	\$106,300	\$153,295	\$130,313	3288	23.91	786	395	872
035	1016.00	Middle	No	93.27	\$106,300	\$99,146	\$84,286	3742	24.40	913	494	817
035	1017.00	Moderate	No	74.18	\$106,300	\$78,853	\$67,031	3582	29.56	1059	326	806
035	1018.00	Moderate	No	72.62	\$106,300	\$77,195	\$65,625	3347	27.31	914	373	879
035	1019.00	Moderate	No	57.92	\$106,300	\$61,569	\$52,344	3103	33.13	1028	144	127
035	1020.00	Moderate	No	77.29	\$106,300	\$82,159	\$69,844	2837	31.79	902	360	756
035	1021.00	Moderate	No	54.54	\$106,300	\$57,976	\$49,286	2378	38.10	906	219	108
035	1023.00	Middle	No	98.72	\$106,300	\$104,939	\$89,205	3153	43.29	1365	290	494
035	1025.01	Moderate	No	74.97	\$106,300	\$79,693	\$67,743	3134	47.13	1477	203	162
035	1025.02	Upper	No	124.68	\$106,300	\$132,535	\$112,667	2062	32.93	679	221	35
035	1026.00	Moderate	No	71.47	\$106,300	\$75,973	\$64,583	4391	60.99	2678	843	1542
035	1027.01	Moderate	No	57.79	\$106,300	\$61,431	\$52,226	4752	66.84	3176	1049	1659
035	1027.02	Moderate	No	66.40	\$106,300	\$70,583	\$60,000	3704	77.27	2862	541	784
035	1028.01	Moderate	No	58.07	\$106,300	\$61,728	\$52,477	5919	70.15	4152	1388	1888
035	1028.02	Moderate	No	69.97	\$106,300	\$74,378	\$63,233	4888	70.95	3468	557	959
035	1029.00	Moderate	No	58.87	\$106,300	\$62,579	\$53,203	5768	49.24	2840	390	841
035	1030.00	Middle	No	96.59	\$106,300	\$102,675	\$87,281	2756	31.68	873	712	1310
035	1031.00	Middle	No	111.04	\$106,300	\$118,036	\$100,337	4144	31.61	1310	1046	1625
035	1032.00	Middle	No	108.17	\$106,300	\$114,985	\$97,750	4433	24.97	1107	996	1636
035	1033.00	Middle	No	108.50	\$106,300	\$115,336	\$98,044	4256	20.68	880	665	1411
035	1034.00	Middle	No	103.61	\$106,300	\$110,137	\$93,625	4167	19.58	816	1087	1974
035	1035.00	Upper	No	142.37	\$106,300	\$151,339	\$128,646	4031	15.50	625	1097	1748
035	1036.00	Upper	No	166.39	\$106,300	\$176,873	\$150,357	2671	14.15	378	844	1131
035	1037.00	Upper	No	123.67	\$106,300	\$131,461	\$111,750	2631	11.90	313	843	1095
035	1038.00	Upper	No	169.32	\$106,300	\$179,987	\$153,000	2325	15.27	355	697	966
035	1039.00	Middle	No	116.39	\$106,300	\$123,723	\$105,174	3605	17.75	640	1187	1478
035	1040.00	Upper	No	175.83	\$106,300	\$186,907	\$158,889	3302	14.66	484	952	1177
035	1041.00	Upper	No	201.96	\$106,300	\$214,683	\$182,500	2941	15.03	442	969	996
035	1042.00	Upper	No	172.49	\$106,300	\$183,357	\$155,867	6895	16.81	1159	2275	2298
035	1043.00	Middle	No	111.17	\$106,300	\$118,174	\$100,455	2901	21.23	616	459	799
035	1044.00	Upper	No	171.19	\$106,300	\$181,975	\$154,688	2067	8.42	174	586	768
035	1047.00	Middle	No	111.58	\$106,300	\$118,610	\$100,828	4818	16.33	787	1477	1906
035	1048.00	Middle	No	104.21	\$106,300	\$110,775	\$94,167	5263	16.23	854	1343	2043
035	1049.00	Middle	No	86.08	\$106,300	\$91,503	\$77,782	3135	29.12	913	760	1390

035	1101.03	Upper	No	152.32	\$106,300	\$161,916	\$137,639	3562	12.69	452	1261	1648
035	1101.04	Upper	No	224.10	\$106,300	\$238,218	\$202,500	5557	15.78	877	1806	2104
035	1101.05	Upper	No	189.68	\$106,300	\$201,630	\$171,397	2011	13.48	271	665	814
035	1101.06	Upper	No	140.28	\$106,300	\$149,118	\$126,765	2519	12.66	319	639	1394
035	1102.00	Upper	No	122.72	\$106,300	\$130,451	\$110,893	5070	13.16	667	1508	1932
035	1103.00	Middle	No	114.49	\$106,300	\$121,703	\$103,457	5802	16.94	983	1597	2144
035	1104.01	Middle	No	119.06	\$106,300	\$126,561	\$107,589	3401	21.41	728	777	824
035	1104.02	Upper	No	127.88	\$106,300	\$135,936	\$115,556	3873	15.03	582	965	1187
035	1105.00	Upper	No	129.65	\$106,300	\$137,818	\$117,155	6425	12.67	814	1803	2094
035	1106.00	Upper	No	121.51	\$106,300	\$129,165	\$109,798	5825	12.12	706	1571	1816
035	1107.01	Middle	No	92.79	\$106,300	\$98,636	\$83,846	3798	24.54	932	591	910
035	1107.02	Middle	No	105.07	\$106,300	\$111,689	\$94,942	5199	14.71	765	1300	1737
035	1108.00	Middle	No	92.25	\$106,300	\$98,062	\$83,364	5813	16.26	945	1715	1699
035	1109.00	Upper	No	153.15	\$106,300	\$162,798	\$138,393	4923	12.63	622	1251	1626
035	1110.01	Upper	No	161.16	\$106,300	\$171,313	\$145,625	4594	10.34	475	1237	1549
035	1110.02	Upper	No	140.68	\$106,300	\$149,543	\$127,120	5627	19.03	1071	1330	1731
035	1111.04	Upper	No	120.52	\$106,300	\$128,113	\$108,910	2982	18.95	565	844	966
035	1111.05	Moderate	No	59.51	\$106,300	\$63,259	\$53,777	3847	26.62	1024	1179	1319
035	1111.06	Middle	No	105.33	\$106,300	\$111,966	\$95,179	3118	19.37	604	937	1036
035	1111.07	Middle	No	89.06	\$106,300	\$94,671	\$80,481	3090	22.52	696	445	832
035	1111.08	Upper	No	134.62	\$106,300	\$143,101	\$121,645	3332	14.56	485	1044	1115
035	1111.09	Upper	No	133.70	\$106,300	\$142,123	\$120,820	3233	15.74	509	1217	1169
035	1112.01	Middle	No	98.95	\$106,300	\$105,184	\$89,417	2632	20.48	539	681	812
035	1112.02	Middle	No	98.85	\$106,300	\$105,078	\$89,323	4664	21.87	1020	912	1166
035	1113.02	Upper	No	138.65	\$106,300	\$147,385	\$125,286	5878	12.90	758	1919	2169
035	1113.04	Upper	No	124.21	\$106,300	\$132,035	\$112,237	3692	14.14	522	940	1343
035	1113.05	Middle	No	115.82	\$106,300	\$123,117	\$104,659	3872	15.39	596	1209	1483
035	1113.06	Middle	No	111.47	\$106,300	\$118,493	\$100,729	2454	17.64	433	455	510
035	1114.00	Moderate	No	70.60	\$106,300	\$75,048	\$63,801	6976	41.03	2862	1118	1989
035	1115.00	Moderate	No	58.89	\$106,300	\$62,600	\$53,214	2529	53.06	1342	219	400
035	1116.01	Middle	No	86.80	\$106,300	\$92,268	\$78,438	4449	54.60	2429	407	702
035	1116.02	Low	No	43.40	\$106,300	\$46,134	\$39,220	6762	51.88	3508	458	492
035	1117.01	Low	No	45.76	\$106,300	\$48,643	\$41,356	5452	54.68	2981	677	1328
035	1117.02	Moderate	No	71.87	\$106,300	\$76,398	\$64,946	4407	42.11	1856	864	1514
035	1118.01	Middle	No	96.07	\$106,300	\$102,122	\$86,813	5762	31.43	1811	1307	1633
035	1118.02	Middle	No	85.42	\$106,300	\$90,801	\$77,188	2777	25.89	719	675	1063
035	1119.03	Middle	No	90.49	\$106,300	\$96,191	\$81,767	4113	30.03	1235	1187	1521
035	1119.04	Middle	No	89.44	\$106,300	\$95,075	\$80,819	3624	25.36	919	888	910
035	1119.05	Moderate	No	51.58	\$106,300	\$54,830	\$46,615	3806	29.98	1141	621	858
035	1119.06	Moderate	No	70.95	\$106,300	\$75,420	\$64,118	4524	42.06	1903	473	631
035	1120.01	Moderate	No	69.98	\$106,300	\$74,389	\$63,241	3362	27.54	926	746	1028
035	1120.02	Middle	No	91.85	\$106,300	\$97,637	\$83,003	4871	22.81	1111	1115	1126
035	1121.01	Low	No	43.69	\$106,300	\$46,442	\$39,487	5058	55.04	2784	272	445
035	1121.02	Middle	No	95.81	\$106,300	\$101,846	\$86,582	5041	23.75	1197	1025	1174
035	1122.01	Middle	No	100.14	\$106,300	\$106,449	\$90,488	5018	17.46	876	1572	1701
035	1122.02	Middle	No	103.57	\$106,300	\$110,095	\$93,589	4005	21.52	862	1114	1498
035	1123.01	Middle	No	86.51	\$106,300	\$91,960	\$78,173	3815	24.40	931	938	1091
035	1123.02	Middle	No	99.83	\$106,300	\$106,119	\$90,208	3623	17.47	633	1049	1139
035	1124.02	Middle	No	83.11	\$106,300	\$88,346	\$75,100	7498	48.77	3657	1018	1874
035	1124.04	Moderate	No	65.35	\$106,300	\$69,467	\$59,053	4578	41.00	1877	423	635
035	1124.05	Moderate	No	71.69	\$106,300	\$76,206	\$64,786	6241	43.68	2726	388	746

County Code	Tract Code	Tract Income Level	Distressed or Under-served Tract	Tract Median Family Income %	2023 FFIEC MSA/MD non-MSA/MD Median Family Income	2023 Est. Tract Median Family Income	2020 Tract Median Family Income	Tract Population	Tract Minority %	Minority Population	Owner Occupied Units	1- to 4- Family Units
035	1124.06	Moderate	No	67.73	\$106,300	\$71,997	\$61,201	3394	59.46	2018	366	548
035	1125.01	Middle	No	82.21	\$106,300	\$87,389	\$74,292	4027	28.09	1131	1104	1407
035	1125.03	Moderate	No	76.13	\$106,300	\$80,926	\$68,795	4832	31.21	1508	1465	1860
035	1125.04	Middle	No	93.25	\$106,300	\$99,125	\$84,263	2995	26.98	808	470	677
035	1125.05	Moderate	No	79.30	\$106,300	\$84,296	\$71,660	3972	29.03	1153	826	1112
035	1126.04	Middle	No	89.95	\$106,300	\$95,617	\$81,286	4767	20.45	975	1384	1491
035	1126.08	Upper	No	128.54	\$106,300	\$136,638	\$116,154	5165	15.55	803	1474	1723
035	1126.09	Upper	No	128.44	\$106,300	\$136,532	\$116,061	5402	14.59	788	1487	1760
035	1126.10	Middle	No	84.90	\$106,300	\$90,249	\$76,724	6292	31.93	2009	1392	1685
035	1126.11	Middle	No	115.00	\$106,300	\$122,245	\$103,922	6681	20.45	1366	1711	2089
035	1126.12	Middle	No	96.69	\$106,300	\$102,781	\$87,372	5440	26.32	1432	1021	1198
035	1126.13	Middle	No	112.84	\$106,300	\$119,949	\$101,968	5264	18.56	977	1346	1446
035	1126.14	Upper	No	145.86	\$106,300	\$155,049	\$131,806	3575	13.01	465	1223	1304
035	1126.15	Upper	No	145.25	\$106,300	\$154,401	\$131,250	2340	12.74	298	725	782
035	1126.16	Upper	No	133.94	\$106,300	\$142,378	\$121,033	4239	14.96	634	1215	1280
035	1126.17	Upper	No	166.84	\$106,300	\$177,351	\$150,757	3354	12.76	428	966	991
035	1126.18	Middle	No	119.53	\$106,300	\$127,060	\$108,015	3911	18.18	711	939	1078
035	1126.19	Upper	No	146.85	\$106,300	\$156,102	\$132,699	3111	15.81	492	960	1027
035	1126.20	Moderate	No	65.25	\$106,300	\$69,361	\$58,966	3206	19.15	614	978	1052
035	1126.21	Middle	No	93.21	\$106,300	\$99,082	\$84,226	5540	34.53	1913	1037	1274
035	1127.00	Moderate	No	79.34	\$106,300	\$84,338	\$71,696	5671	26.04	1477	1141	1514
035	1128.04	Upper	No	124.28	\$106,300	\$132,110	\$112,304	5429	17.37	943	1400	1605
035	1128.05	Upper	No	125.59	\$106,300	\$133,502	\$113,484	5319	19.98	1063	1347	1530
035	1128.12	Middle	No	95.77	\$106,300	\$101,804	\$86,544	5774	21.15	1221	1590	1821
035	1128.13	Upper	No	152.20	\$106,300	\$161,789	\$137,532	5410	13.01	704	1516	1603
035	1128.14	Upper	No	204.56	\$106,300	\$217,447	\$184,844	4960	12.32	611	1519	1719
035	1128.15	Upper	No	178.45	\$106,300	\$189,692	\$161,250	5126	14.77	757	1495	1561
035	1128.16	Upper	No	159.46	\$106,300	\$169,506	\$144,097	5906	11.41	674	1418	1576
035	1128.18	Unknown	No	0.00	\$106,300	\$0	\$0	3159	36.37	1149	0	0
035	1128.21	Upper	No	150.06	\$106,300	\$159,514	\$135,598	7038	16.20	1140	1761	2067
035	1128.22	Middle	No	112.96	\$106,300	\$120,076	\$102,071	5269	29.97	1579	1088	1223
035	1128.23	Middle	No	107.28	\$106,300	\$114,039	\$96,944	6165	23.49	1448	1319	1571
035	1128.24	Upper	No	121.15	\$106,300	\$128,782	\$109,477	5722	30.01	1717	645	807
035	1128.25	Middle	No	97.55	\$106,300	\$103,696	\$88,152	4874	30.51	1487	838	1108
035	1128.26	Upper	No	163.07	\$106,300	\$173,343	\$147,351	5253	9.27	487	1222	1455
035	1128.27	Upper	No	126.18	\$106,300	\$134,129	\$114,023	10862	21.11	2293	1699	1832
035	1128.28	Upper	No	183.59	\$106,300	\$195,156	\$165,900	5063	13.35	676	1278	1294
035	1128.29	Middle	No	80.26	\$106,300	\$85,316	\$72,528	3181	27.51	875	645	795
035	1128.30	Upper	No	120.46	\$106,300	\$128,049	\$108,849	5027	20.63	1037	1493	1689
035	1128.31	Upper	No	175.15	\$106,300	\$186,184	\$158,269	3398	24.54	834	851	1279
035	1129.04	Middle	No	91.60	\$106,300	\$97,371	\$82,771	6352	42.02	2669	1540	1884
035	1129.05	Upper	No	124.74	\$106,300	\$132,599	\$112,722	5295	25.23	1336	1583	1715
035	1129.07	Middle	No	97.35	\$106,300	\$103,483	\$87,974	4705	33.24	1564	1022	1121
035	1129.12	Middle	No	116.72	\$106,300	\$124,073	\$105,476	2648	28.21	747	737	811
035	1129.13	Middle	No	104.80	\$106,300	\$111,402	\$94,700	5158	23.85	1230	1356	1486
035	1129.14	Middle	No	97.62	\$106,300	\$103,770	\$88,214	6548	30.70	2010	1681	2011
035	1129.16	Middle	No	85.15	\$106,300	\$90,514	\$76,947	4736	42.34	2005	741	1095
035	1129.17	Middle	No	97.87	\$106,300	\$104,036	\$88,444	4168	32.61	1359	1037	1333
035	1129.18	Middle	No	80.54	\$106,300	\$85,614	\$72,783	5362	38.64	2072	1068	1370
035	1129.20	Middle	No	92.49	\$106,300	\$98,317	\$83,575	5155	29.00	1495	1197	1405
035	1129.21	Middle	No	92.40	\$106,300	\$98,221	\$83,500	4280	28.39	1215	968	1107
035	1130.07	Middle	No	118.41	\$106,300	\$125,870	\$107,000	4947	17.59	870	1336	1361
035	1130.08	Upper	No	145.00	\$106,300	\$154,135	\$131,028	6285	15.99	1005	1820	1868
035	1130.10	Upper	No	141.50	\$106,300	\$150,415	\$127,860	7371	13.53	997	1998	2063
035	1130.11	Upper	No	137.83	\$106,300	\$146,513	\$124,549	6567	17.63	1158	1634	1789

035	1130.12	Upper	No	141.84	\$106,300	\$150,776	\$128,173	5837	16.52	964	1860	1967
035	1130.13	Upper	No	134.05	\$106,300	\$142,495	\$121,133	6130	14.16	868	1364	1428
035	1130.14	Middle	No	105.13	\$106,300	\$111,753	\$95,000	5273	15.32	808	1619	1690
035	1130.16	Upper	No	159.54	\$106,300	\$169,591	\$144,167	7420	14.31	1062	1658	1754
035	1130.17	Middle	No	104.33	\$106,300	\$110,903	\$94,280	7279	13.68	996	1686	2203
035	1130.21	Middle	No	108.26	\$106,300	\$115,080	\$97,829	5887	30.75	1810	1632	1699
035	1130.22	Upper	No	149.30	\$106,300	\$158,706	\$134,911	7589	20.45	1552	1779	2096
035	1130.23	Middle	No	114.97	\$106,300	\$122,213	\$103,890	6756	22.88	1546	1674	1762
035	1130.24	Upper	No	142.68	\$106,300	\$151,669	\$128,929	5388	17.22	928	1156	1156
035	1130.25	Middle	No	116.87	\$106,300	\$124,233	\$105,605	5320	26.77	1424	1057	1198
035	1131.01	Middle	No	99.14	\$106,300	\$105,386	\$89,583	7013	33.18	2327	1846	2167
035	1131.02	Middle	No	118.11	\$106,300	\$125,551	\$106,728	3766	20.69	779	1105	1143
035	1131.05	Upper	No	123.58	\$106,300	\$131,366	\$111,667	7886	14.58	1150	1590	1834
035	1131.08	Upper	No	120.19	\$106,300	\$127,762	\$108,611	4035	26.25	1059	986	1174
035	1131.09	Upper	No	144.18	\$106,300	\$153,263	\$130,283	4823	16.79	810	1183	1387
035	1131.10	Middle	No	107.00	\$106,300	\$113,741	\$96,686	4399	14.87	654	1142	1231
035	1131.11	Upper	No	144.03	\$106,300	\$153,104	\$130,153	5210	17.41	907	1025	1106
035	1131.12	Upper	No	121.65	\$106,300	\$129,314	\$109,930	3726	15.03	560	1000	1000
035	1131.13	Middle	No	97.56	\$106,300	\$103,706	\$88,162	11122	28.72	3194	1836	2014
035	1131.14	Middle	No	83.70	\$106,300	\$88,973	\$75,637	9861	28.29	2790	1286	1509
035	1133.07	Moderate	No	68.73	\$106,300	\$73,060	\$62,109	7413	72.99	5411	1314	1802
035	1133.08	Moderate	No	63.33	\$106,300	\$67,320	\$57,226	5196	66.34	3447	702	1340
035	1133.09	Moderate	No	77.19	\$106,300	\$82,053	\$69,754	5111	55.06	2814	983	1265
035	1133.10	Moderate	No	62.65	\$106,300	\$66,597	\$56,613	3143	49.95	1570	517	780
035	1133.11	Moderate	No	50.76	\$106,300	\$53,958	\$45,871	4900	60.47	2963	739	1336
035	1133.12	Low	No	38.73	\$106,300	\$41,170	\$35,000	3859	69.78	2693	339	682
035	1133.13	Moderate	No	60.26	\$106,300	\$64,056	\$54,453	3993	58.18	2323	326	477
035	1133.14	Moderate	No	59.45	\$106,300	\$63,195	\$53,726	2821	66.71	1882	360	453
035	1134.06	Moderate	No	57.23	\$106,300	\$60,835	\$51,719	6787	68.48	4648	936	1448
035	1134.08	Middle	No	81.05	\$106,300	\$86,156	\$73,241	7119	47.56	3386	1328	1632
035	1134.09	Middle	No	93.20	\$106,300	\$99,072	\$84,219	5049	45.04	2274	1315	1479
035	1134.10	Middle	No	80.73	\$106,300	\$85,816	\$72,955	6805	50.99	3470	1264	1646
035	1134.11	Middle	No	86.59	\$106,300	\$92,045	\$78,250	2808	51.92	1458	686	726
035	1134.12	Middle	No	99.52	\$106,300	\$105,790	\$89,934	3018	59.38	1792	600	705
035	1134.13	Middle	No	86.59	\$106,300	\$92,045	\$78,250	5980	40.70	2434	1252	1539
035	1134.14	Middle	No	107.44	\$106,300	\$114,209	\$97,083	6530	49.33	3221	1407	1610
035	1134.15	Middle	No	93.15	\$106,300	\$99,018	\$84,175	5951	57.82	3441	1372	1400
035	1135.05	Moderate	No	76.74	\$106,300	\$81,575	\$69,350	6558	46.84	3072	1396	1871
035	1135.09	Moderate	No	70.51	\$106,300	\$74,952	\$63,720	7826	70.94	5552	1232	1769
035	1135.10	Middle	No	96.17	\$106,300	\$102,229	\$86,902	3357	41.23	1384	1010	1049
035	1135.11	Moderate	No	71.93	\$106,300	\$76,462	\$65,000	3900	39.90	1556	901	1028
035	1135.12	Moderate	No	70.08	\$106,300	\$74,495	\$63,333	3417	42.11	1439	403	600
035	1135.13	Middle	No	80.08	\$106,300	\$85,125	\$72,364	6186	42.84	2650	1078	1298
035	1135.14	Moderate	No	61.55	\$106,300	\$65,428	\$55,625	6757	56.45	3814	821	1561
035	1135.15	Middle	No	82.92	\$106,300	\$88,144	\$74,933	6168	28.31	1746	1660	1968

County Code	Tract Code	Tract Income Level	Distressed or Under-served Tract	Tract Median Family Income %	2023 FFIEC Est. MSA/MD non-MSA/MD Median Family Income	2023 Est. Tract Median Family Income	2020 Tract Median Family Income	Tract Population	Tract Minority %	Minority Population	Owner Occupied Units	1- to 4- Family Units
035	1135.20	Middle	No	81.49	\$106,300	\$86,624	\$73,641	4101	44.75	1835	920	1180
035	1135.21	Moderate	No	77.32	\$106,300	\$82,191	\$69,868	6493	42.05	2730	1580	1891
035	1135.22	Middle	No	104.32	\$106,300	\$110,892	\$94,271	3281	30.87	1013	1003	1039
035	1135.23	Moderate	No	72.14	\$106,300	\$76,685	\$65,188	6102	42.04	2565	1498	1865
035	1135.26	Middle	No	84.29	\$106,300	\$89,600	\$76,167	5793	47.61	2758	1267	1416
035	1135.27	Middle	No	84.38	\$106,300	\$89,696	\$76,250	4241	43.22	1833	1152	1241
035	1135.28	Middle	No	95.67	\$106,300	\$101,697	\$86,454	4976	38.75	1928	1498	1578
035	1135.32	Middle	No	105.36	\$106,300	\$111,998	\$95,208	3259	28.14	917	859	968
035	1135.33	Middle	No	104.81	\$106,300	\$111,413	\$94,712	4918	23.65	1163	1257	1428
035	1135.36	Moderate	No	69.61	\$106,300	\$73,995	\$62,900	4201	62.08	2608	516	1133
035	1135.37	Middle	No	103.19	\$106,300	\$109,691	\$93,250	3699	43.74	1618	829	1030
035	1135.38	Middle	No	85.53	\$106,300	\$90,918	\$77,292	3105	53.69	1667	680	746
035	1135.39	Middle	No	94.24	\$106,300	\$100,177	\$85,156	4883	54.70	2671	965	1087
035	1135.40	Middle	No	102.06	\$106,300	\$108,490	\$92,222	5367	39.56	2123	1462	1532
035	1135.41	Middle	No	111.65	\$106,300	\$118,684	\$100,893	2545	43.34	1103	521	569
035	1135.42	Middle	No	105.23	\$106,300	\$111,859	\$95,093	4018	39.37	1582	906	980
035	1135.43	Middle	No	119.33	\$106,300	\$126,848	\$107,832	4478	23.05	1032	1154	1202
035	1135.44	Middle	No	108.57	\$106,300	\$115,410	\$98,107	4050	53.98	2186	959	1035
035	1135.45	Middle	No	118.46	\$106,300	\$125,923	\$107,045	3791	65.34	2477	739	816
035	1136.00	Moderate	No	65.21	\$106,300	\$69,318	\$58,924	5498	53.49	2941	1382	1652
035	1137.01	Middle	No	86.55	\$106,300	\$92,003	\$78,207	4160	47.52	1977	1008	1143
035	1137.02	Moderate	No	67.82	\$106,300	\$72,093	\$61,288	2619	46.35	1214	625	830
035	1138.01	Moderate	No	75.43	\$106,300	\$80,182	\$68,167	5939	55.04	3269	1235	1563
035	1138.02	Moderate	No	62.77	\$106,300	\$66,725	\$56,719	4371	60.44	2642	968	1177
035	1138.04	Middle	No	102.58	\$106,300	\$109,043	\$92,694	4809	54.96	2643	1299	1404
035	1138.05	Middle	No	108.54	\$106,300	\$115,378	\$98,083	4178	52.01	2173	663	926
035	1139.03	Middle	No	100.13	\$106,300	\$106,438	\$90,478	5403	43.35	2342	1311	1610
035	1139.04	Middle	No	86.75	\$106,300	\$92,215	\$78,395	6039	42.89	2590	1594	1720
035	1139.05	Moderate	No	78.27	\$106,300	\$83,201	\$70,725	7667	48.26	3700	1615	1819
035	1139.06	Moderate	No	63.30	\$106,300	\$67,288	\$57,200	4888	37.11	1814	716	1200
035	1139.08	Moderate	No	75.70	\$106,300	\$80,469	\$68,409	5272	45.18	2382	1213	1422
035	1139.09	Upper	No	127.26	\$106,300	\$135,277	\$115,000	4119	29.89	1231	938	1002
035	1140.00	Middle	No	104.44	\$106,300	\$111,020	\$94,375	4344	32.07	1393	628	186
035	1141.00	Upper	No	130.17	\$106,300	\$138,371	\$117,625	3582	17.67	633	649	959
035	1142.00	Middle	No	114.81	\$106,300	\$122,043	\$103,750	5161	27.94	1442	1392	1567
035	1143.01	Moderate	No	56.82	\$106,300	\$60,400	\$51,343	5511	49.14	2708	849	925
035	1143.02	Middle	No	105.17	\$106,300	\$111,796	\$95,040	2833	30.04	851	657	816
035	1143.03	Upper	No	137.50	\$106,300	\$146,163	\$124,250	10724	31.65	3394	1970	2070
035	1143.04	Middle	No	99.78	\$106,300	\$106,066	\$90,168	5801	33.87	1965	1068	1180
035	1145.00	Middle	No	85.32	\$106,300	\$90,695	\$77,100	7487	61.99	4641	1245	1732
035	1146.01	Upper	No	134.00	\$106,300	\$142,442	\$121,083	5315	14.41	766	1469	1585
035	1146.02	Upper	No	152.69	\$106,300	\$162,309	\$137,979	2083	9.60	200	658	705
035	1147.00	Moderate	No	74.26	\$106,300	\$78,938	\$67,107	4620	53.23	2459	1373	1597
035	1148.00	Upper	No	276.67	\$106,300	\$294,100	\$250,001	3654	15.49	566	1294	1318
035	1151.07	Upper	No	150.74	\$106,300	\$160,237	\$136,211	6431	13.98	899	1350	1470
035	1151.08	Middle	No	110.79	\$106,300	\$117,770	\$100,110	8083	20.59	1664	2043	2258
035	1151.09	Middle	No	83.26	\$106,300	\$88,505	\$75,234	7272	29.50	2145	904	938
035	1152.10	Upper	No	149.42	\$106,300	\$158,833	\$135,024	8274	20.32	1681	1756	1929
035	1152.11	Middle	No	107.82	\$106,300	\$114,613	\$97,432	7033	29.72	2090	913	1003
035	9800.00	Unknown	No	0.00	\$106,300	\$0	\$0	16	31.25	5	0	0
035	9801.00	Unknown	No	0.00	\$106,300	\$0	\$0	10	30.00	3	0	0
045	1306.00	Moderate	No	65.55	\$106,300	\$69,680	\$59,231	1717	61.50	1056	168	855
045	1307.01	Middle	No	114.05	\$106,300	\$121,235	\$103,058	5109	17.58	898	939	971
045	1307.04	Upper	No	135.44	\$106,300	\$143,973	\$122,391	6070	17.15	1041	1587	1631
045	1307.05	Middle	No	115.74	\$106,300	\$123,032	\$104,588	5812	16.05	933	1371	1684

045	1307.06	Middle	No	112.94	\$106,300	\$120,055	\$102,054	6774	20.27	1373	1338	1522
045	1307.07	Middle	No	116.15	\$106,300	\$123,467	\$104,957	3909	13.76	538	1071	1246
045	1307.08	Middle	No	95.50	\$106,300	\$101,517	\$86,300	7224	16.53	1194	1493	1891
045	1308.00	Middle	No	83.27	\$106,300	\$88,516	\$75,250	6988	10.76	752	1411	1806
045	1309.00	Moderate	No	71.84	\$106,300	\$76,366	\$64,922	5579	27.62	1541	1353	1896
045	1310.01	Middle	No	100.24	\$106,300	\$106,555	\$90,577	2898	22.26	645	718	848
045	1310.03	Moderate	No	58.10	\$106,300	\$61,760	\$52,500	3800	23.97	911	1029	1433
045	1310.04	Middle	No	81.90	\$106,300	\$87,060	\$74,008	2465	24.87	613	775	775
045	1310.05	Low	No	40.56	\$106,300	\$43,115	\$36,653	2198	24.70	543	406	657
045	1311.01	Moderate	No	76.82	\$106,300	\$81,660	\$69,418	4606	21.28	980	1109	1276
045	1311.02	Moderate	No	75.68	\$106,300	\$80,448	\$68,388	3986	19.49	777	1230	1555
045	1312.00	Moderate	No	77.75	\$106,300	\$82,648	\$70,259	3563	19.76	704	1076	1327
045	9800.00	Unknown	No	0.00	\$106,300	\$0	\$0	0	0.00	0	0	0

LOAN TO DEPOSIT RATIO

Quarter	Net Loans to Deposit Ratio	Eight Quarter Loan to Deposit Ratio Average
2023 – September	98%	98%
2023 – June	96%	100%
2023 – March	97%	105%
2022 – December	92%	108%
2022 – September	99%	110%
2022 – June	97%	113%
2022 – March	101%	114%
2021 – December	103%	112%

HMDA DISCLOSURE STATEMENTS

Not Applicable – home mortgage, home improvement or home equity loans are not part of Transportation Alliance Bank's products and services.

EXHIBIT A

TRANSPORTATION ALLIANCE BANK, INC.

**COMMUNITY REINVESTMENT ACT
STRATEGIC PLAN**

April 1, 2022 – December 31, 2025

Table of Contents

SECTION I. INTRODUCTION.....	1
A. Transportation Alliance Bank, Inc., and FJ Management Inc., Profile.....	1
SECTION II. THE BANK’S COMMITMENT TO CRA.....	1
A. Strategic Plan Objective.....	1
B. The Bank’s CRA Efforts and Initial CRA Strategic Plan.....	1
C. The Bank’s CRA Corporate Governance.....	2
SECTION III. THE BANK’S ASSESSMENT AREA.....	2
A. Description of assessment area.....	2
B. Assessment Area Map.....	4
SECTION IV. CRA PERFORMANCE CONTEXT.....	5
A. Demographic Data on Median Income Levels and other Relevant Data.....	5
B. Economic Outlook.....	6
C. Community Needs Assessment.....	7
D. Grants, Services, Investments, and Lending Opportunities.....	8
E. Bank Product Offerings and Business Strategy as Determined from Data provided by the Bank.....	12
F. The Bank’s Business Strategic Plan.....	17
G. Institutional Capacity and Constraints.....	17
H. Balance Sheet.....	19
I. Competitive Environment.....	19
J. The Bank’s past CRA Performance Evaluation.....	20
K. The Bank’s file and any Written Comments.....	24
SECTION V. CRA STRATEGIC PLAN.....	25
A. Strategic Plan Option.....	25
B. Detailed Description of Goals.....	25
C. 2019 – 2022 Strategic Plan Amendment.....	31
SECTION VI. OTHER INFORMATION.....	33
A. Timetable of Plan.....	33
B. Monitoring of the CRA Strategic Plan.....	34
C. Contact Information.....	34
SECTION VII. APPENDIX.....	35
A. Transportation Alliance Bank, Inc. – FFIEC Call Report - Balance Sheet	35
Transportation Alliance Bank, Inc. – FFIEC Call Report – Loan Portfolio Distribution.....	36
B. Public Notice of CRA Strategic Plan and Request for Public Comment.....	36,37

SECTION I. INTRODUCTION

A. Transportation Alliance Bank, Inc. and FJ Management Inc., Profile

Transportation Alliance Bank Inc., dba TAB Bank (“TAB” or the “Bank”) began its operations in October 1998 as a wholly owned subsidiary of FJ Management Inc. (“FJM”) formerly Flying J, Inc. TAB is a commercial bank chartered and supervised by the Utah Department of Financial Institutions. The Bank’s primary federal regulator is the Federal Deposit Insurance Corporation (“FDIC”). The Bank is headquartered at 4185 Harrison Boulevard, Ogden, Utah 84403.

The Bank was originally established to provide financial products and services to the transportation industry – which has been historically underserved by the banking industry. TAB developed and offered a full spectrum of banking and complementary products and services to fit the needs of the transportation industry.

Leveraging TAB’s transportation industry expertise, TAB continues to develop and offer innovative products and services to small and medium sized businesses. Additionally, TAB has expanded its market presence to include other commercial industries and provides companies with working capital financing, equipment financing, and commercial lending products.

The Bank will continue to develop and offer innovative financial products and services to the transportation industry as well as leverage the Bank’s core competencies to offer product lines to other industries. This will provide new opportunities and reduce concentration in the transportation industry.

SECTION II. THE BANK’S COMMITMENT TO CRA

A. Strategic Plan Objective

Because of its unique business strategy, product offerings, lending market, and the availability of community development lending, investment, and service opportunities within its local community, TAB Bank’s Board of Directors the (“Board”) and management have determined that a strategic plan is the preferred method for the Bank to fulfill its obligations under The Community Reinvestment Act (“CRA”). The CRA Strategic Plan goals have been established to make an appropriate and meaningful contribution while corresponding with the Bank’s business strategy, product offerings, capacity, and constraints. The Bank recognizes the importance of its CRA responsibilities, and devotes large amounts of time, energy, and resources to the community in which it is located. The Bank has prepared this CRA Strategic Plan based on regulatory guidance, the Bank’s historical CRA performance and ratings, community outreach to understand community needs and market conditions, and corresponding analysis.

B. The Bank’s CRA Efforts and Initial CRA Strategic Plan

The Bank proposes and requests the FDIC approve this CRA Strategic Plan effective for the period April 1, 2022, through December 31, 2025.

The proposed CRA Strategic Plan continues the efforts of TAB and believes that a “community development” evaluation within the context of a CRA Strategic Plan would be the most appropriate method for the FDIC to evaluate the Bank’s CRA performance. The Bank will focus on community development initiatives on CRA-qualifying activities including the following: (1) community development

lending and investments which includes grants and loans; (2) community service hours; and (3) small business lending.

Historically the Bank's revenues derived from small business loans has been minimal, as set forth more fully in the discussion of constraints herein below.

C. The Bank's CRA Corporate Governance

The Bank's CRA Program operates under the direction of the Bank's Board of Directors and is governed by the CRA Policy. Additionally, the Board is apprised of TAB's CRA Program performance at each quarterly Board meeting by the CRA Manager who is charged with implementing TAB's CRA Program.

The Bank currently has one full-time CRA position. The CRA Manager is charged with implementing the Bank's CRA Strategic Plan, coordinating all Bank CRA activities, and providing reports to the General Counsel on a regular basis.

The Bank's CRA Manager is tasked exclusively with TAB's CRA compliance and other volunteer activities, charitable giving and community outreach. The CRA Manager is actively engaged in the community, with an emphasis on finding and developing new or expanded ways to help meet community needs in accordance with regulatory requirements. TAB's CRA Manager also devotes significant volunteer service to community development organizations, such as teaching financial literacy to low- and moderate-income ("LMI") individuals, and serving on boards of community development non-profit organizations.

SECTION III. THE BANK'S ASSESSMENT AREA

A. Description of Assessment Area

The Bank has designated two Metropolitan Statistical Areas ("MSAs") as its Assessment Area ("AA"); the Ogden-Clearfield MSA #36260 and the Salt Lake City MSA #41620. The Ogden-Clearfield MSA and the Salt Lake City MSA are part of the larger Utah Combined Statistical Area and are evaluated together as one AA under a full review. The Ogden-Clearfield MSA #36260 and the Salt Lake City MSA #41620 are contiguous, have similar economies, and make up the majority of the Wasatch Front. The Bank established the boundaries of this AA based on TAB's office location, size, lending opportunities, and competition. The AA has not changed since the previous Performance Evaluation dated July 8, 2019, complies with all the technical requirements of the CRA regulation, does not arbitrarily exclude any LMI neighborhoods or individuals, and does not reflect any illegal discrimination.

Ogden-Clearfield Metropolitan Statistical Area

As of the 2020 U.S. Census, the Ogden-Clearfield MSA #36260 consists of four counties in North Central Utah: Weber, Davis, Box Elder, and Morgan.

The Ogden-Clearfield MSA is located in the Northern end of Utah's urban corridor and is anchored by the cities of Ogden and Clearfield. As of the 2021 FFIEC Census Report, the Ogden-Clearfield MSA is comprised of 118 census tracts, five of which are classified as Low Income, 30 of which are Moderate Income, 50 of which are Middle Income, and 33 of which are Upper Income.

The demographic summary for the Ogden-Clearfield MSA shows the population of 662,875.¹ Weber County's estimated population of approximately 266,000 makes it the fourth most populous of the states 29 counties. Over the last five years, the County's population has grown by 8.2%.² Ogden is Weber Counties largest city and is the county seat.

Five of the seven largest employers in the Ogden-Clearfield MSA are located in Weber County and include the Office of Inspector general for Tax (IRS), McKay-Dee Hospital Center, Autoliv, Weber State University, and America First Credit Union. Unemployment in the Ogden-Clearfield MSA as of September 2021, was 5.2%.³

Salt Lake City Metropolitan Area

As of the 2020 U.S. Census, the Salt Lake MSA #41620 consists of two contiguous counties in North Central Utah: Salt Lake and Tooele.

As of the 2021 FFIEC Census Report, the Salt Lake City MSA is comprised of 223 census tracts, eight of which are classified as Low Income, 53 of which are Moderate income, 93 of which are Middle Income, 65 of which are Upper Income, and four of which are unknown.

The demographic summary for the Salt Lake City MSA is Utah's most populous county home to more than 1,160,437⁴ and is the most densely populated county. Utah's capital and largest city, Salt Lake City, is located in the county and nicknamed "The Crossroads of the West". The county is famous for its ski resorts in Big and Little Cottonwood Canyons, which led to Salt Lake City hosting the 2002 Winter Olympics. The city serves as a home for impressive companies across a range of industries including banking, healthcare, software, construction, and more. The five largest employers include Zion's Bancorporation, Intermountain Healthcare, SendOut Cards, Resource Management, and Overstock. According to ZipDataMaps.com, as of December 2021, the current unemployment rate is 1.4%.⁵

¹ <https://www.ogdencity.com>

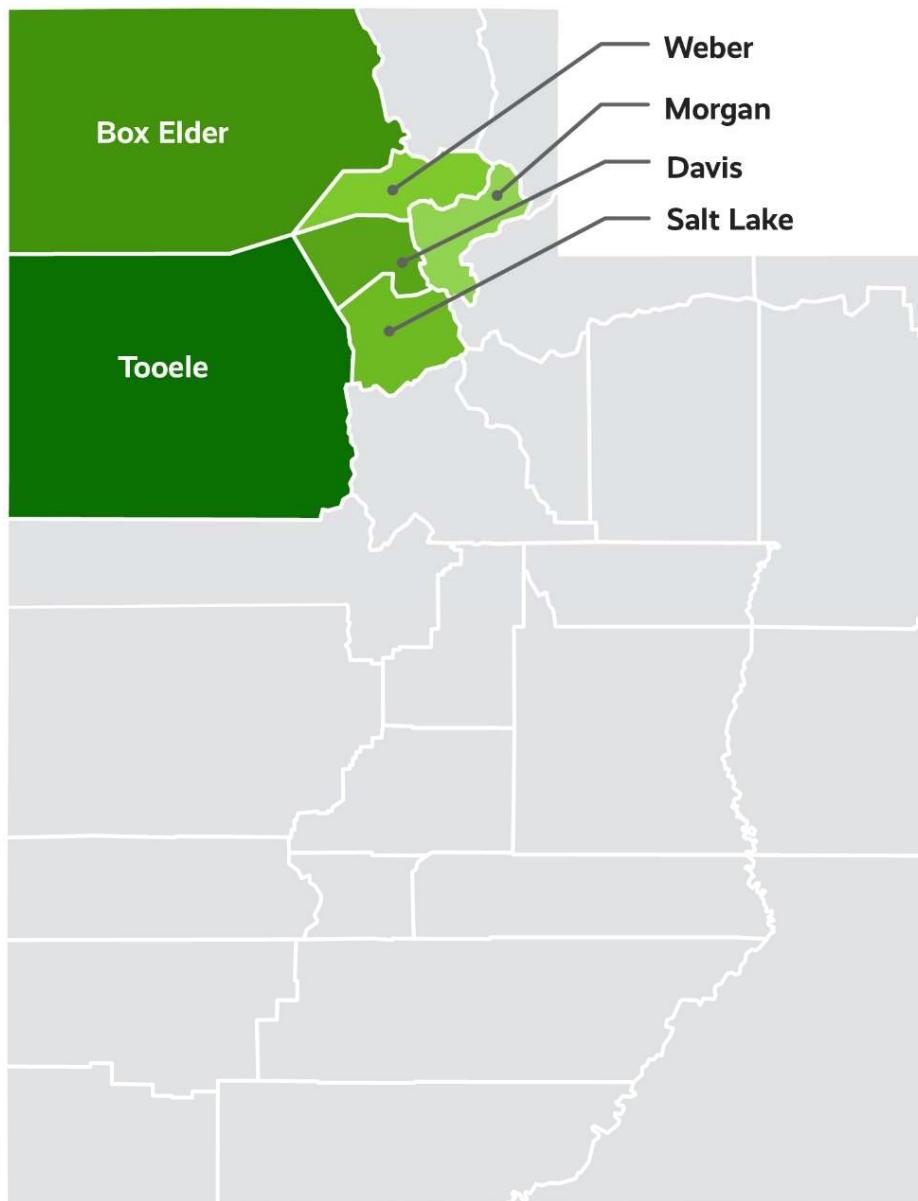
² <https://www.webercountyutah.gov>

³ <https://www.bls.gov>

⁴ <https://www.census.gov/quickfacts/table/saltlakecountyutah>

⁵ [Zipdatamaps.com/cbsa/Utah/salt-lake-city-ut-msa-profile-and-map](https://zipdatamaps.com/cbsa/Utah/salt-lake-city-ut-msa-profile-and-map)

B. Assessment Area Map



SECTION IV. CRA PERFORMANCE CONTEXT

A. Demographic Data on Median Income Levels and other Relevant Data

The table reflects 2021 FFIEC Census Report. The 2021 D&B data for “business by geography” and “farms by geography” is not yet available.

Table 1

DEMOGRAPHICS OF OGDEN-CLEARFIELD AND SALT LAKE CITY COMBINED STATISTICAL AREA						
Income Categories	Tract Distribution		Families by Tract Income		Families < Poverty Level as % of Families by Tract	
	#	%	#	%	#	%
Low-Income	13	3.80	9,388	2.20	3,439	36.6
Moderate-Income	83	24.3	87,624	20.9	17,664	20.2
Middle-Income	143	42.0	189,906	45.3	16,989	8.90
Upper-Income	98	28.7	130,956	31.3	6,479	4.90
Unknown-Income	4	1.20	1,342	0.30	567	42.3
TOTAL AA	341	100.00	419,216	100.00	45,138	10.8

Income Categories	Housing Units by Tract	Housing Types by Tract						
		Owner Occupied		Rental		Vacant		
		#	%	%	#	%	#	%
Low-Income	17,353	4,970	1.20	28.6	10,841	62.5	1,542	8.9
Moderate-Income	145,480	69,877	17.6	48.0	65,496	45.0	10,107	6.9
Middle-Income	270,001	186,850	47.0	69.2	68,832	25.5	14,319	5.3
Upper-Income	171,217	135,055	33.9	78.9	26,481	15.5	9,681	5.7
Unknown-Income	2,668	1,186	0.30	44.5	1,434	53.7	48	1.8
TOTAL AA	606,719	397,938	100.00	65.6	173,084	28.5	35,697	5.9

Median Family Income MSA - 36260 Ogden-Clearfield, UT (1)	Median Housing Value (2)	\$331,183 (2)
Median Family Income MSA – 41620 Salt Lake City, UT (1)	Median Gross Rent (3)	\$1,018 (3)
	Families Below Poverty Level	12.23 1)

⁽¹⁾2021 FFIEC.gov

⁽²⁾<https://www.abc4.com>

⁽³⁾ <https://deptoffinances.com>

B. Economic Outlook

Utah is one of the most industrially diverse states in the nation. Utah lawmakers aggressively target eight strategic industries: Advance Manufacturing, Aerospace and Defense, Energy, Financial Services, Life Sciences and Healthcare, Outdoor Parks and Recreation, Software and Information Technology, and Tourism, Travel, and Film Industry. These key industries drive the continued job growth and help sustain and create a robust economy.⁶ Most industries are investing in high technology, noting an important indicator of growth. The strength of the job market stimulates income growth, which is keeping the housing market robust in the Bank's AA.

The Ogden-Clearfield and the Salt Lake MSAs' strengths include a lower cost of business and stable employment that provide higher wages from the federal government and related professional services in the area.⁷

The Ogden Metro capitalizes on being part of the Silicon Slopes region and the talent Hill Air Force Base creates. A recently opened \$35 million facility for military software development for the F-22 and F-35 technology requirements will eventually house some 3,000 staff. Along with this investment to support technology activities in the MSA, Weber State University received a \$50 million state grant for a new technology building. The new investment in the area will expand the high-tech sector's capacity to sustain growth.⁸

The construction industry in the Ogden-Clearfield MSA has added over 1,240 new jobs in the last year. The increase in construction jobs should continue as Ogden redevelops its downtown. The city recently approved a \$236 million investment including residential, retail, and office space in the city, in order to attract people and businesses.⁹

The Salt Lake Metro capitalizes on its large financial hub which supports the growth of the area.

Salt Lake City has been growing at breakneck pace in recent years. The MSA is a regional tech cluster as well as a regional financial center. The jobs created on both sectors provides higher wages, which will continue to increase due to tight market labor conditions.¹⁰

The Salt Lake MSA is one of the two innovation zones designated by the Federal Communications Commission for research on 5G networks. Salt Lake also continues to attract new technology companies and the diverse knowledge-based economy is bringing in traditional companies such as Tyson Foods. The largest manufacturing sector adds 3,560 jobs with 1,200 of those in computer and electronic product manufacturing in the past year.¹¹

According to the Kem C. Gardner Policy Institute presentation of the Economic Report to the Governor of Utah, Spencer Cox, the 2021 Economic Outlook & Public Policy Summit, the Utah economy remains healthy comparatively speaking of the rest of the nation.

⁶ <https://business.utah.gov>

⁷ https://milkeninstitute.org/sites/default/files/reports-pdf/BPC-2020%20Report_0.pdf

⁸ https://milkeninstitute.org/sites/default/files/reports-pdf/BPC-2020%20Report_0.pdf

⁹ https://milkeninstitute.org/sites/default/files/reports-pdf/BPC-2020%20Report_0.pdf

¹⁰ https://milkeninstitute.org/sites/default/files/reports-pdf/BPC-2020%20Report_0.pdf

¹¹ https://milkeninstitute.org/sites/default/files/reports-pdf/BPC-2020%20Report_0.pdf

Employment in the early spring starting in the year 2020 was bleak as the unemployment rate climbed in April to roughly 10%. But as the year unfolded, the resiliency of the Utah economy was on full display. By November, Utah's year over employment was down only 0.2%, the smallest employment decline of any state, and the unemployment rate had dropped to 4.3%. Nationwide employment was down by 6.0% and the unemployment rate was 6.7%.¹²

While the public health crisis has been tragic, the impact of the pandemic on the Utah economy has been much milder than initially expected. A strong economy is forecast for 2022, with employment increasing by 58,000 jobs, which would be the third largest single-year increase in employment in Utah's history.

C. Community Needs Assessment

Assessment of General Market Information

The Bank's Board and Management understand that the effectiveness of the Bank's CRA Strategic Plan is largely by the quality and effectiveness of its needs assessment. The Bank has gone to significant lengths to assess community needs and to seek participation in development of this CRA Plan. The Bank's community needs assessment is on-going and includes formal and informal meetings with community non-profit organizations and members of the public. The Bank's community commitment includes, in part, the following number of sources including:

- Non-profit community service providers;
- Education organizations;
- Local food banks and shelters;
- Health care providers;
- Community Development financial institutions;
- Economic development corporations;
- Lending, investment, and service opportunities;
- Local and national trucking demographics;
- Financial Literacy entities;
- State and county agencies; and
- Other Northern Utah Wasatch front banks' CRA Strategic Plan and Performance Evaluations.

Formal and Informal Public Participation

The Bank has made significant efforts to assess the needs of the community. The Bank's management and employees participate and provide input on boards and key committees of the following community development organizations:

- Rocky Mountain Community Reinvestment Corporation *aka* RMCRC;
- Ogden-Weber Community Action Partnership *aka* OWCAP;
- The United Way of Northern Utah and Salt Lake;
- EnableUtah;
- Junior League of Ogden;

¹² <https://garner.utah.edu/economic-and-public-policy>

- The Family Support Center;
- Ogden-Weber Chamber of Commerce;
- Junior Achievement of Utah;
- Federal Reserve Bank's CRA Roundtable;
- Utah Financial Services Foundation – Bank On Utah;
- Utah Banker's Association CRA and Financial Literacy committees;
- Ogden Rescue Mission;
- Utah Aids Foundation;
- 4-H Youth Organizations;
- FBLA;
- Suazo Business Center of Ogden;
- YMCA of Northern Utah; and
- Habitat for Humanity

The Bank has significantly contributed to helping small business access Paycheck Protection Program ("PPP") loans. In the years 2020 and 2021 the Bank made huge efforts to help small business owners access these critical funds in order to pay their employees and remain in business. Other banks' Performance Evaluations indicated that one of the most significant Community Development needs is small business lending, in particular emergency financing to businesses impacted by the COVID-19 pandemic.

Internal Analysis of the Bank's Opportunities

The following management factors were considered:

- The Bank's input from its Board of Directors;
- The Bank's business Strategy including product and service offerings;
- The Bank's unregulated competitors versus its regulatory requirements
- The Bank's constraints and capabilities;
- The Bank's historical production volumes and market segments served;
- The Bank's previous CRA activities and opportunities;
- Management's own knowledge of the Assessment area; and
- F J Management Inc's community service strategies and practices.

D. Grants, Services, Investments, and Lending Opportunities

The Bank's management informally sought the input of a variety of public non-profit organizations, Government agencies, homeless service providers, low-income service providers, educators, and others in the development of its CRA Strategic Plan. In developing this CRA Strategic Plan, the Bank participated with the United Way of Northern Utah and Salt Lake, the Executive Summary of the Salt Lake County Consortium Consolidated Action Plan 2021-2025, and the Ogden, Utah Five-Year strategic Plan, where these community organizations identified the most critical community needs. This data, along with previous interviews and communications, provides support for the Bank's CRA Strategy for the upcoming years.

The most critical needs identified were:

- Affordable Housing;
- Transportation;
- Build Community Resiliency;
- Economic Development – employment opportunities including job skills and training;
- Neighborhood Revitalization;
- Small Business Lending – impacted by COVID-19;
- Mental Healthcare;
- Financial Literacy
- Medical/Dental Care; and
- Homelessness.

The Bank’s CRA Strategic Plan focuses on three areas for participating in community development: (1) Community Development lending and investments which include grants and loans; (2) Qualified Community Service Hours; and (3) Small Business Lending. The focus of the Bank’s CRA Program has been and will continue to be informal partnerships with local community groups to address financial literacy and other qualifying assistance targeted to LMI students, adults, and neighborhoods. The Bank works with affordable housing and education partnerships in the community as well as to identify new organizations, and new community development opportunities in the Ogden-Clearfield and Salt Lake City MSAs. Although the Bank does not currently intend to make individual residential mortgage loans, it devotes significant resources to the issues identified above through its CRA related grants, investments and loans, and service hours.

Community Service Hours

The Bank’s management and employees respond to the local community needs by providing financial education and analysis, technical assistance, or other related business and organizational expertise that may or may not always be available to non-profit organizations. Coordination of the Bank’s CRA and other volunteer activities under the Plan and the maintenance of records pertaining thereto are also the responsibility of the Bank’s CRA Manager.

The Bank employees are involved in varying financial literacy programs – including the Junio Achievement program in local schools – that teach individuals a wide variety of financial skills, including: obtaining a loan; owning and operating a small business; personal and small business budgeting; checking and deposit product management; identify theft prevention and protection; and helping disabled people develop skills to find meaningful employment.

The Bank’s community partners include, in part, Junior Achievement of Utah; Reality Town; St. Anne’s Shelter; Youth Impact; YCC; Ogden Rescue Mission; EnableUtah; The United Way; and Ogden Weber Community Action Partnership.

Beginning with the Plan year 2014, the Bank has met or exceeded the number of community development service each plan year. During the Plan years 2019-2020 the Bank has averaged over 6.06 service hours per full-time employee. The per employee service hours would have totaled 6.41 if not for the schools closing due to COVID-19. As a result of COVID-19, during the Plan years 2020-2021 the Bank amended its CRA Strategic Plan reducing the satisfactory goal to 2.25 and an outstanding goal to 2.75. The Bank exceeded its satisfactory goal with 2.53 hours. An analysis of other similarly situated banks include Medallion Bank which averaged 5.00 hours per full-time employee for Plan years 2015-2019. As per the

CRA Strategic Plan dated June 2021, Celtic Bank averaged 4.30 qualified service hours for the year 2019 and 2.23 qualified service hours for the year 2020. The CRA Strategic Plan dated January 1, 2017, for EnerBank reflects an average of 3.50 hours per full-time employee for the year 2016 while the years 2017-2020 show an average of 5.25 hours per full-time employee.

The Bank is responsive to the local community by providing services, support, and financial expertise to local needs.

Bank Management has made a concerted effort to establish a “volunteer” community bank and significantly broaden the scope and reach of volunteer efforts to improve people’s lives. For example, Bank employees have provided service hours to Ogden Weber Community Action Program which provides financial direction and guidance to many Ogden area non-profit organizations. The Bank provides meeting rooms free of charge to non-profit organizations who serve low- and moderate-income individuals and families such as the United Way, Family Support Service, EnableUtah, Ogden Weber Community Action Partnership (“OWCAP”), Parents as Teachers, Ogden United Promise Neighborhood, Boys & Girls Club of Weber-Davis Counties, and monthly donates time to the Utah Food Bank Mobile Food Pantry, etc. The Bank has also established a formal committee known as “(CRA)zies” – Community Reinvestment Act Zealots Inspiring Each in Service, designed to seek out community organizations in need of service for housing, medical, homeless, financial, and food needs regardless of whether such service qualifies under CRA.

Loans and Investments

The Bank’s loans and investment activities are primarily targeted to affordable housing for LMI individuals and families within its AA. Historically the Bank purchases Mortgage-Backed securities and Mortgage Bonds providing funds available for financial support to projects that include affordable housing complexes, capital to serve LMI individuals and underserved communities through enhanced financial services and innovation. The Bank has also purchased CRA qualified mutual funds in low- and moderate-income housing units.

Managing the Bank’s Community Reinvestment goals is always dependent on the Bank’s ability to make community investments on its realization of growth and profitability. Banks in Utah face significant challenges in trying to find CRA lending and investment opportunities. While the Bank will concentrate its search for qualified investment and loans in its AA, the continued substantial growth of other financial institutions – particularly Utah Chartered Industrial Banks – sharing the Bank’s AA will create an atmosphere of increasing competition among banks to find qualifying investment and loan opportunities.

The Bank is a national lender focused on the transportation industry typically serving borrowers that may not qualify for traditional financing. The Bank’s CRA focus on lending is committed and has increased its funding commitment to a community reinvestment loan pool, Rocky Mountain Community Reinvestment Corporation (“RMCRC”). RMCRC provides direct lending, technical assistance, and encourages community collaboration to address affordable housing and community development challenges facing low- and moderate-income families. The Bank’s participation is a collaborative effort by over 40 Utah financial institutions such as Ally Bank, Sallie Mae Bank, American Express National Bank, BMW Bank of North America, Comenity Capital Bank, Optum Bank Inc., Synchrony Bank, Zions Bank, etc., to expand access and improve reliability of credit, and has become the primary source for private term loans involving low-income housing tax credit developers in Utah. RMCRC, its member banks, and staff work together to

support community developments with specifically designed financial products for affordable housing and community facilities.

Historically the Bank's past performance has exceeded other similar situated AA banks' goals of loans and investments.

Celtic Bank Strategic Plan for the years 10/1/2021-12/31/2024 new CRA loan/investment goals were .40% for a satisfactory rating and .60% for an outstanding rating. Celtic Bank's actual performance of new CD loan/investments for the year 2018 was .71% and for the year 2019 was .56%, and for the year 2020 was .53%. Celtic Bank's approved plan did not include cumulative combined loan/investment goals.

UBS Bank Strategic Plan for the years 2018-2020 new CRA loan/investment goals ranged from .50% - .55% for a satisfactory rating and a .65% - .70% for an outstanding rating. The Performance Evaluation dated January 11, 2021, completed by the FDIC, indicated the actual performance for new CD loans/investments for the year 2018 was .84%, and for the year 2019 was .81%, and for the year 2020 was .82%. UBS Bank Strategic Plan years 2018-2020 cumulative combined loan/investment goals ranged from 1.00% - 1.10% for a satisfactory rating and 1.20% for an outstanding rating. The Performance Evaluation dated January 11, 2021, completed by the FDIC indicated the actual performance for cumulative combined CD loan/investments for the year 2018 was 1.36%, and for the year 2019 was 1.33% and for the year 2020 was 1.21%.

Medallion Bank Strategic Plan for the years 2015-2019 new CRA loan/investment goals were .40% for a satisfactory rating and .60% for an outstanding rating. The Performance Evaluation dated January 11, 2021, completed by the FDIC, indicates the actual performance of new CD loan/investments for the year 2018 was .98% and for the year 2019 was .62%. Medallion Bank Plan years for 2015-2019 cumulative combined loan/investment goals was 1.30% for a satisfactory rating and 1.75% for an outstanding rating. The Performance Evaluation dated January 11, 2021, completed by the FDIC, indicated the actual performance for cumulative combined CD loan/investment for the year 2018 was 2.52% and for the year 2019 was 2.51%.

TAB Bank's CRA Strategic Plan for the years 2019-2021 goals for new CRA loan/investments totaled 1.35% for a satisfactory rating and 1.85% for an outstanding rating. The Bank's records indicate actual performance for the year 2019 was 2.07% and for the year 2020 was 1.99%. The Bank's CRA Strategic Plan for the year 2019-2021 goals for cumulative combined CRA loan/investments was 1.95% for a satisfactory rating and 2.45% for an outstanding rating. The Bank's records indicate actual performance for cumulative combined CRA loan/investments for the year 2019 was 2.94% and for the year 2020 was 2.77%.

The Bank continually provides grants to organizations, primarily serving LMI households within the AA. These funds are used for financial education programs and provides critical services such as learning materials, food, shelter, and medical/dental care.

The Bank is committed to helping meet the needs of low- and moderate-income individuals, families, and small businesses by making qualified donations to community organizations that participate in assisting low- and moderate-income individuals, families, and small businesses.

The Bank in previous years has consistently provided approximately \$50,000 in grants/donations benefitting the Bank's local community. For the year ending 2020 the Bank provided \$87,537 in grants/donation dollars to affordable housing, and small business lending, including enhanced education to low- and moderate-income students and supported education to non-profit organizations. An analysis

of Celtic Bank, as per the CRA Strategic Plan dated 10/1/2021-12/31/2024 indicate an average for the years of 2018-2020 of \$80,900.

E. Bank Product Offerings and Business Strategy as Determined from Data provided by the Bank

The Bank has worked to enable businesses to expand and grow since 1998. The Bank's lending and services include commercial lines of credit, working capital solutions, letters of credit, commercial real estate and traditional banking products for accounts receivable management services, asset based lending, and equipment and transportation finance. The Bank is a nationwide lender focused on the transportation industry typically serving borrowers that may not qualify for traditional financing.

The Bank offers tools to help maintain balance and flexibility in personal and business banking needs. Deposit products and services include money market, certificate of deposit accounts, checking accounts, savings accounts, debit cards, individual retirement accounts, and treasury management accounts. The primary avenue to obtain a loan or open a deposit account is via phone, mail, or the internet. The Bank's Customer service focuses on helping the customer get the personal attention and responsiveness required for them to succeed personally and in their business. All customer services are available at its Main Office, Monday through Friday from 8:00 a.m., to 5:00 p.m. Mountain time; many of those services are also available online at <http://www.tabbank.com>. Although the Bank is not a traditional retail bank serving the general public at its office in Ogden, Utah and does not operate a traditional bank lobby, solicit walk-in business, or maintain traditional branches with tellers or ATM's; the Bank does offer the following customer services:

- Automated Banking available 24 hours every day of the year;
- Interactive Voice Response (IVR) customer service available 24 hours every day of the year;
- Internet Banking available 24 hours every day of the year;
- Electronic Voice Imaging available 24 hours every day of the year;
- Remote Deposit Services;
- Banking by Mail; and
- Online questions and answers.

Assessment Area Concentration

A substantial majority of the Bank's small business loans are outside its assessment area. The Bank serves small to mid-sized businesses, offering financial products and services to provide and manage working capital. The expertise of the Bank has been in the transportation industry, specifically in the over-the-road transportation industry. Also, the Bank is primarily a lending institution that does not have the traditional deposit base that competitors use to draw upon for making loans.

With a narrow scope serving a specific industry and limited lending product offerings coupled with a higher cost of funds compared to its competitors, the Bank is limited in its opportunities to serve and compete in its assessment area. As the Bank continues to expand its product offerings, there will be more opportunity to expand in the local market.

The Bank in the Plan year 2019 estimated that 243 loans of approximately 17,743 would be originated or renewed within the AA, or 1.37%. The Bank's actual performance showed 181 loans inside the AA or 1.14% of the 15,809 total loans originated or renewed during 2019. The Bank in the Plan year 2020 estimated

that 273 loans of approximately 18,985 would be originated or renewed within the AA or 1.44%. The Bank's actual performance showed 181 loans inside the AA, or 1.42% total loans originated or renewed during 2020. According to the Celtic Bank Performance Evaluation, dated October 19, 2020, completed by the FDIC, showed Celtic Bank in the year 2019, originated a total of 602 small business loans, where 25 or 4.15% of these loans were in the Bank's AA. In the year 2020, Celtic Bank originated a total of 2,714 small business loans, where 4.53% of these loans were in the bank's AA.

Based on current economic trends, competition, nationwide lending, and Bank strategy, the level of small business loans inside the Bank's AA is limited due to the Bank's overall loan growth goals and the Bank's credit criteria may not be competitive in the local market (as designated by Bank management). Indeed, due to the competitive nature of the local market (AA) the combination of what local businesses expect and the nature of the competition in the local market (AA), the Bank does not consistently compete for these customers due to credit, risk, or pricing parameters and the expectations that have been created by the competition. This, the Bank has lowered its goals to above levels of small business loans in its assessment area for the years 2022, 2023, 2024, and 2025.

According to the Utah Economic Council, Utah's strong economy is forecast to continue with moderate and healthy growth. This is despite COVID-10 pandemic conditions.

Geographic Distribution

Table 2 illustrates the Geographic Distribution of its Small Business Loans within the Assessment Area and shows the Bank has served the low and moderate markets for the past three years. In 2019, 74 of the 181 loans or 41% were made in the assessment area were in the low- and moderate-income areas. In 2020, 58 of the 181 loans or 32% were made inside the assessment area were in the low- and moderate-income areas, and the September 30, 2021, report shows 55 of the 156 loans or 35% were made in the assessment area were in the low- and moderate-income areas. According to the Celtic Bank Performance Evaluation, dated October 19, 2020, completed by the FDIC, showed Celtic Bank in the year 2019, with 11 of the 25 loans or 44% were made in the assessment area were in the low- and moderate-income areas. In 2020, 44 of the loans or 34.96% were made in the assessment area were in the low- and moderate-income areas.

The Bank continues to strive for its distribution of loans in the assessment area. The current economic outlook, along with the bank's Small Medium Enterprise (SME) and SmartBiz products (see Borrower Profile Analysis below for a definition) allows the Bank to be confident in the projected steady growth of loans in the Bank's assessment area.

Table 2

SMALL BUSINESS LOAN GEOGRAPHIC DISTRIBUTION							
Census Tract Income Level	Assessment Area ⁽¹⁾ (Ogden-Clearfield) (Salt Lake City)	Distribution of Small Business Loans Reviewed					
		2019		2020		2021 ⁽²⁾	
		%	#	%	#	%	#
Low	3.81%	6	3.31%	5	2.76%	7	4.49%
Moderate	24.35%	68	37.57%	53	29.28%	48	30.77%
Middle	41.93%	77	42.54%	76	41.99%	66	42.31%
Upper	28.74%	25	13.81%	42	23.30%	28	17.95%
Unknown	1.17%	5	2.76%	5	2.76%	7	4.49%
TOTAL	100%	181	100%	181	100%	156	100%

Source: ⁽¹⁾ 2021 FFIEC Census Report 341 Census Tracts

⁽²⁾ As of September 30, 2021

Borrower Profile Analysis

The Bank is developing relationships to provide increased volume within the transportation industry and has introduced strategic initiatives focusing on small business lending and treasury services. The borrower profile is dictated by the type of equipment loan. These loans typically involve new and used long haul trucking equipment. The borrowers typically have 1 – 10 trucks in fleet and different types of equipment. The Bank targets the average loan size, and the trucking sector places the Bank with sole proprietors and small businesses that meet its profile. These customers are spread across the nation, as such, only a small percentage comes from the Bank’s AA.

TAB Bank does not keep record of annual revenues of their customers primarily due to two main reasons: (1) TAB Bank credit policy does not require financial statements for factoring facilities of transportation customers of less than \$1.0MM, or \$500M or less for customers in other industries; (2) the primary product offering at TAB Bank is factoring. As TAB Bank purchases invoices, it places much more importance on the quality of the collateral and the account debtors, as this is the primary source of repayment rather than the financial quality of the Bank customer. Therefore, the collection of revenues for each account debtor has not been a standard practice of TAB Bank.

The Bank’s Small Medium Enterprise (SME) or Small ticket product is a loan made up of up to \$400,000 specifically targeting Class 8 trucking and equipment, such as semi-trucks and trailers with a target audience of owner operators and small fleet companies in the Over-the-Road transportation industry. SME loans are equipment loans. The Bank has a network of dealerships around the country who source loan applications to the Bank. Most of these applications are for small business (owner operators or small fleets). The Bank does not have an active sales force in the AA to market these loans.

Due to the nature of the SME business model, the Bank has little control over the geographic locations of each loan application. However, the Bank has developed three relationships in Salt Lake City, Utah.

SmartLoans is a term loan up to 60 months to small and medium sized businesses in which the primary sources of repayment are the cash flows of the borrower and the guarantor. Loans range up to \$300,000 in size. Loan proceeds are primarily used for working capital (such as purchasing inventory, hiring employees or marketing), purchase of equipment, and debt finance. The product provides term loans to small businesses across the country. The loans are sourced by SmartBiz, a financial technology company with which the Bank has partnered. The Bank has not actively marketed this product locally or nationwide, as all marketing efforts are conducted by SmartBiz, which has a national presence. As such, the Bank has little control over the geographic location of borrowers that become TAB Bank customers.

Tables 3, 3a, and 3b illustrate the Bank’s Performance and Goals for the previous plan years 2019-2021 and the up to the September 30, 2021, Call Report.

Table 3

ASSESSMENT AREA CONCENTRATION FOR SMALL BUSINESS LOANS						
Plan Year	Goals for Small Business Originations inside the assessment area for a “Satisfactory” rating		Goals for Small Business Originations inside the assessment area for an “Outstanding” rating ⁽²⁾		Bank Performance	
	% by #	% by \$	% by #	% by \$		
2019	1.37	1.83	N/A	N/A	1.14	1.69
2020	1.44	1.92	N/A	N/A	1.42	2.38
2021 ⁽¹⁾	1.51	2.01	N/A	N/A	1.29	1.46

Source: Bank Records

⁽¹⁾ As of September 30, 2021

⁽²⁾ The Bank did not propose any goals for an “Outstanding” rating because of the small percentage of loans inside the assessment area.

The Bank does not have a goal for an “Outstanding” rating. This is due to the fact that the Bank’s business model for loans is nationwide. Bank loan growth and credit criteria may not be competitive in the local AA designed by Bank management. This is because of the competitive nature of the Bank’s AA does not meet its criteria for growth, risk, profitability, or credit underwriting standards. The combination of what local businesses expect and due to the nature of the competition in the AA, the Bank may not consistently compete for these customers.

Table 3a demonstrates the Bank’s actual performance compared to its goal of small business loans made inside and outside its AA, represented as a percentage of loans.

Table 3a

DISTRIBUTION OF LOANS INSIDE AND OUTSIDE AREA										
Small Business Loan	Number of Loans					Dollar Amount of Loans				
	Inside Assessment Area		Outside Assessment Area		Total	Inside Assessment Area		Outside Assessment Area		Total
	#	%	#	%		\$	%	\$	%	
2019	181	1.14	15,629	98.86	15,809	14,048,638	1.69	817,231,692	98.31	831,280,390
2020	181	1.42	12,562	98.58	12,743	15,086,223	2.38	618,788,732	97.62	673,874,956
2021⁽¹⁾	156	1.29	11,927	98.71	12,083	8,993,132	1.46	606,974,787	98.54	615,967,919

Source: Bank Records

⁽¹⁾ As of September 30, 2021

Table 3b

SMALL BUSINESS LENDING IN LOW- AND MODERATE-INCOME CENSUS TRACTS			
Year	Small Business Lending Geographic Distribution Goal for a "Satisfactory" rating by number	Small Business Lending Geographic Distribution Goal for an "Outstanding" rating ⁽¹⁾ by number	Bank Performance by number ⁽²⁾
2019	85	N/A	74
2020	90	N/A	58
2021⁽³⁾	95	N/A	55

⁽¹⁾ The Bank does not propose any goals for an "Outstanding" rating because of the small percentage of loans inside the Bank's assessment area.

⁽²⁾ Bank Records

⁽³⁾ As of September 30, 2021

Geographic distribution of small business loans did not exceed the Bank's goal in each of the plan years 2019-2021 of small business loans inside the LMI census tracts within the AA. The Bank continues to serve the LMI census tracts toward its goal of reaching LMI census tracts within its AA through services and products designed for small businesses.

The Bank does not have a goal for an "outstanding" rating. This is due to the fact that the Bank's business model for loans is nationwide. Bank loan growth and credit criteria may not be competitive in the local AA designed by Bank management. This is because of the competitive nature of the Bank's AA does not meet its criteria for growth, risk, profitability, or credit underwriting standards. The combination of what local businesses expect due to the nature of the competition in the AA, the Bank may not consistently compete for these customers.

The Bank believes sound loans are a desirable and profitable means of employing funds available for investment. The Bank further realizes that the lending of money necessarily includes reasonable business risks which management is willing to underwrite using proven banking principles and prudent judgement. Authorized Bank employees are expected to make, and seek to develop, all the sound loans that the resources of the Bank permit and that the opportunity affords.

F. The Bank's Business Strategic Plan

The Bank's Mission Statement

Unlocking Dreams with Bold Financial Solutions that Lift and Empower.

The Bank's Vision Statement

Access to Financial Services for Everyone.

Bank management prepares an annual strategic plan that is approved by the Board of Directors. The guiding principles of this strategic plan are values that define how the Bank functions. They provide boundaries and framework for the goals, strategies, and actions of the Bank. The Bank's objective is to develop and strengthen customer relationships by delivering a full line of innovative commercial loans, treasury management, and banking solutions. These principles include:

- Increase Revenue/Asset Growth;
- Process Improvement;
- Transform culture;
- Increase Value of Human Capital; and
- Educate, Manage, and achieve Shareholder/Board Expectations.

G. Institutional Capacity and Constraints

Strengths

The Bank is unique in nature and its business practices. The Bank's loan and deposit focus has allowed for a specialized product line and customized solutions to meet specific issues prevalent in the trucking industry.

The Bank's geographic area stretches from coast to coast across the contiguous 48 states. Because of this, the Bank is reasonably diversified and is experiencing extensive growth which aligns with the budgeted forecast.

An additional strength is gained from the support of the Bank's executives and directors. Many of the Board Members are active in community development services where they are principally located (sometimes outside the Bank's CRA assessment area). The Bank's CRA Program functions under the direction of the Board of Directors which makes the final decision regarding the Bank's measurable goals for inclusion in the Bank's CRA Strategic Plan.

The Bank employs a designated CRA Manager with extensive experience in the financial industry, particularly in the areas of community development and financing. The CRA Manager is charged with

implementing the Bank's CRA Strategic Plan, coordinating all bank CRA activities, and is familiar with new or innovative ways to help meet community needs in a safe and sound manner. The CRA Manager is designated to perform extensive due diligence regarding all proposed CRA loans, investments, grants, and services. Bank employees at all levels participate in community service activities, such as serving on boards of non-profit organizations and teaching financial literacy to low- and moderate-income individuals and families.

Constraints

The Bank's loans and customers are located throughout the United States. Though a strength for the Bank economically, it is a limitation in regard to CRA. The Bank markets to all areas across the country through multiple platforms. The vast majority of the clients do not reside in the Bank's assessment area and do not meet the definition of low- and moderate-income. The Bank knows of no way to be successful and selectively market and adjust its products and services to match only the physical Utah CRA assessment area profile.

Another limiting factor arises from the Bank's substantial accounts receivable financing portfolio. In these relationships, the credit is extended to the firm that shipped or received the freight (Debtor) as serviced by the Bank's client. These Debtors do not file an application or provide financial information to the Bank to determine creditworthiness. Rather, extensions of credit are based on third party credit providers such as PayNet, Cortera, Experian, and Ansonia Credit Data. These companies provide credit reporting information to support the Bank's commercial lending facilities. The Bank's non-reliance on business revenue to determine creditworthiness creates problems with the CRA definition of a small business based on revenues less than \$1MM.

The Bank may target small carrier companies to improve its CRA performance in its Utah CRA assessment area. However, small carrier company Debtors may not be in our Utah assessment area. The Bank does not know of solutions to market small carrier companies who haul only for small businesses in our Utah CRA assessment area.

If the needs of assessment area have been met and additional opportunities are not available, community loans/investments may be originated in a statewide area and or regional area. The regional area would be identified as states bordering the State of Utah including Arizona, Colorado, Idaho, Nevada, New Mexico, and Wyoming.

The Bank does not market its products exclusively to consumers in the Utah CRA assessment area. The Bank does not maintain a traditional lobby, nor does it have cash on its premises. The Bank has only limited walk-in customer traffic.

Additional capacity and constraint issues continue to exist with regard to the Bank's Utah CRA assessment area, including the relatively small population, and the large number of financial institutions competing for CRA opportunities in the Bank's Utah CRA assessment area. Although the Bank strives to achieve satisfactory goal results, the Bank has struggled to find financially oriented community development loans, investments, and service opportunities not already filled by another financial institution in the Bank's Utah CRA assessment area.

A number of unforeseen changes could affect the ability of the Bank to administer the plan as presented such as an abrupt increase in rising interest rates, the Bank may experience a constraint on capital that

limits the ability to expand, an economic slowdown or a deterioration of the economy both regionally and nationally. A decrease in the supply of Community Development Loans and Qualified CRA Investments, a staff reduction of experienced lenders would impede the ability to produce the required goals.

The conditions created by COVID-19 have affected all aspects of business and social interaction within the community. The pandemic has forever changed the financial industry. Due to the pandemic, including stay at home directives and social distancing measures, Bank employees have not been able to achieve service hour goals in the plan years. The Bank has over 80% of its workforce telecommute. Community organizations and education organizations have not been able to receive outside volunteer service such as teaching financial literacy. This has greatly impeded the Bank's ability to produce the service hours required under the CRA Strategic Plan.

Therefore, the Bank focuses on financial education community development service opportunities for low- and moderate-income individuals and families. It is requested the FDIC take into consideration the circumstances and performance context regarding the matter and rely heavily on the service hours that can be performed at a distance that are safe for both our employees as well as the individuals and families within the community.

H. Balance Sheet

As of September 30, 2021, the Bank had total assets of \$1,231,131 billion. Loans (net) were \$1,003,917 billion (see Appendix A). As of September 30, 2021, the Bank had a loan to deposit ratio of 115.72%, and an eight-quarter loan to deposit average ratio of 110.41%. The majority of assets originated are located outside the State of Utah.

Asset growth projections are expected to be: 2022 \$1,250,000 billion, 2023 \$1,365,000 billion, 2024 \$1,500,000 billion, and 2025 \$1,650,000.

I. Competitive Environment

The Bank operates in a highly competitive financial services environment. Large financial institutions, credit unions, industrial loan corporations, internet banks, private money lenders, and mortgage companies all compete for Utah CRA assessment area community development qualified loans and qualified investments.

According to the June 30, 2021, Deposit Market Share Report, by the FDIC, the Bank's assessment area included 49 financial institutions operating 292 branches. Of these institutions, the Bank ranked 24th, representing 0.11% of the deposit market share, maintaining \$843,196 million in deposits. The institutions with the greatest market share are: Morgan Stanley Bank with 20.61%, Ally Bank with 19.27%, and UBS Bank with 11.67%, American Express National Bank with 11.52%, and Goldman Sachs with 9.93% deposit market share. Additionally, regional, statewide, and local banks and credit unions, such as Zions First National Bank, America First Credit Union (7th largest credit union in the United States), Mountain America Credit Union (13th largest credit union in the United States and number one in Western United States for Business accounts), all compete for loans, investments, and deposits in the Bank's assessment area.

The Ogden-Clearfield MSA is dominated by Zions Bancorporation and Wells Fargo Bank. Bank of Utah is the largest bank headquartered in Ogden, Utah with over \$1,299,621 billion.

J. The Bank’s past CRA Performance Evaluation

Since beginning its operations in 1998, the Bank has received a “Satisfactory” or “Outstanding” rating on each performance evaluation during its CRA examinations. The results are displayed in Table 4.

Table 4

THE BANK’S PAST CRA PERFORMANCE EVALUATION						
FDIC Release Date	Bank Name	City	State	Last FDIC CRA Rating	Asset Size (in thousands as of exam Date)	PE
07/08/2019	Transportation Alliance Bank Inc.	OGDEN	UT	Outstanding	\$715,500	Yes
02/07/2017	Transportation Alliance Bank Inc.	OGDEN	UT	Outstanding	\$671,000	Yes
11/03/2014	Transportation Alliance Bank Inc.	OGDEN	UT	Outstanding	\$605,800	Yes
04/06/2012	Transportation Alliance Bank Inc.	OGDEN	UT	Satisfactory	\$852,100	Yes
07/01/2009	Transportation Alliance Bank Inc.	OGDEN	UT	Satisfactory	\$580,165	Yes
03/01/2006	Transportation Alliance Bank Inc.	OGDEN	UT	Outstanding	\$268,433	Yes
08/01/2001	Transportation Alliance Bank Inc.	OGDEN	UT	Satisfactory	\$43,704	Yes

Table 4 demonstrates the bank’s consistent efforts and outreach to develop and promote CRA Community Development. Since the Bank’s inception, management has determined the Bank perform its legal and volunteer efforts of community development services.

The Bank has been operating under an approved CRA Strategic Plan since June 1, 2014. On July 8, 2019, the bank received a joint FDIC/UDFI CRA examination, which resulted in an “Outstanding” CRA rating. The FDIC evaluated the Bank’s CRA performance from February 27, 2017, to July 8, 2019, and observed that, “This institution has an outstanding record of helping meet the credit needs of its assessment area including low- and moderate-income neighborhoods, in a manner consistent with its resources and capabilities”.

The Bank’s overall CRA performance in achieving an outstanding rating reflects the Bank’s practice of meeting credit and community development needs of its local assessment area, despite its national market focus. While the Bank does have a large small business loan volume in its assessment area to allow for meaningful distribution analysis, that volume is a very small portion of its overall loan activity when compared to the nation as a whole. As such, the Bank enhances its local CRA performance through Community Development activities within its local assessment area. In December 2008, two major product lines were sold to a new entity, Pilot Flying J. With the loss of two major product lines and the national niche-lending focus, the Bank has limited lending within its AA.

The Bank has achieved satisfactory or outstanding ratings as evidenced by the increased number of service hours by including all full-time employees. As the Bank’s assets have grown, its grants/donations have also increased providing needed funds to non-profit organizations. The Bank continues to create and distribute new ways to serve the local AA. As previously mentioned, the Bank has focused on its CRA Community Development by establishing a formal committee known as “(CRA)zies”, Community Reinvestment Act Zealots Inspiring Each in Service, designed to seek out organizations meeting housing, medical, homeless, financial, and food needs regardless of whether such service qualifies under CRA. The Bank employees through the years have continued to provide many service hours and opportunities by

actively reaching out to local community organizations whose hours are not “countable” CRA volunteer hours such as Mobile Food Bank, and soup kitchens. The Bank is now providing to community non-profit organizations, free of charge, a room that facilitates their community and board meetings by providing leadership, IT, accounting, and literacy expertise.

Small Business Lending Inside the AA – Past Performance

Outstanding CRA performance under the approved CRA Strategic Plans support the rating of the Bank. Examiners did not identify any evidence of discriminatory or other illegal credit practices. However, in 2019-2021, the Bank’s AA concentration did not meet the Bank’s small business lending goal either by dollar or number, represented by a percentage of total loans inside the AA for Satisfactory.

In the 2019 Plan year, the Bank estimated that 1.37% by number of loans would be originated or renewed within the AA. The Bank’s actual performance by percent by number of loans originated or renewed inside the AA was 1.14%.

In the 2019 Plan year, the Bank estimated that 1.83% by dollar of loans would be originated or renewed within the AA. The Bank’s actual percentage by dollar of loans originated or renewed within the AA was 1.69%.

In the 2020 Plan year, the Bank estimated that 1.44% by number of loans would be originated or renewed within the AA. The Bank’s actual performance by percent number of loans originated or renewed inside the AA was 1.42%.

In the 2020 Plan year, the Bank estimated that 1.92% by dollar of loans would be originated or renewed within the AA. The Bank’s actual percentage by dollar of loans originated or renewed within the AA was 2.38%.

As of September 30, 2021, the Bank estimated that 1.51% number of loans would be originated or renewed within the AA. The Bank’s actual performance by percent by number of loans originated or renewed inside the AA was 1.46%.

As of September 30, 2021, the Bank estimated that 2.01% by dollar of loans would be originated or renewed within the AA. The Bank’s actual percentage by dollar of loans originated or renewed inside the AA was 1.46%.

AA Concentration and Geographic Distribution

The Geographic Distribution of small business loans for the Plan year 2019 did not meet the Bank’s goal of 85 small business loans inside the LMI census tracts within the AA. The actual Bank performance was 74 small business loans inside the LMI census tracts within the AA.

The Geographic Distribution of small business loans for the Plan year 2020 did not meet the Bank’s goal of 90 small business loans inside the LMI census tracts within the AA. The actual Bank performance was 58 small business loans inside the LMI census tracts within the AA.

The Geographic Distribution of small business loans as of September 30, 2021, did not meet the Bank's goal of 95 small business loans inside the LMI census tracts within the AA. The actual Bank performance as of September 30, 2021, was 55 small business loans inside the LMI census tracts within the AA.

The Bank's Combined Lending and Investments (Including Grants)

Table 5 illustrates the Bank's measurable performance and goals for the Previous Plan years 2019, 2020, and as of September 30, 2021.

Table 5

NEW COMMUNITY DEVELOPMENT LOANS AND INVESTMENTS AND GRANTS					
Plan Year	Bank Established Goals		Bank Performance		
	Satisfactory	Outstanding	Loans/Investments Total (000s)	Average Assets⁽¹⁾ (000s)	Bank Performance ⁽²⁾
2019	1.35%	1.85%	16,341	747,888	2.18
2020	1.35%	1.85%	17,240	872,451	1.98
2021⁽³⁾	1.35%	1.85%	19,407	1,151,932	1.68

Source: Bank Records and CRA Strategic Plan

⁽¹⁾ The Bank's quarterly average assets for the Plan years were calculated using the amounts from line 9 of the Schedule RC-K of the Bank's call reports for the quarters ending in years 2019, 2020, and September 30, 2021

⁽²⁾ The measurable Bank performance consists of new community development loan commitments and/or originations, qualified investments and grants as expressed as a percentage of the Bank's average assets for the Plan year 2019, 2020, and as of September 30, 2021, divided by four as opposed to percentages of the Bank's total assets at the end of each plan year.

⁽³⁾ As of September 30, 2021

The Bank's CRA performance will be measured annually based on the amount of new community development loans and investments and grants originated or purchased during each plan year expressed as a percentage of the Bank's total average assets for each plan year. "New" loans for the plan year will include loan originations and purchases (including loan participations and lines of credit), and the renewal or refinancing of such loans during the plan year.

Cumulative community development loans and investments exceed the Bank's established minimum goals for "Outstanding" performance for the Plan years 2019 and 2020 based on the unusual opportunity to invest in a CRA qualified loan.

Table 6 illustrates the Bank’s measurable performance and goals for the previous Plan year 2019, 2020, and as of September 30, 2021.

Table 6

COMBINED CUMULATIVE CRA LOANS AND INVESTMENTS AND GRANTS					
Plan Year	Bank Established Goals		Banks Performance		
Plan Year	Combined Cumulative Community Development loans and investments ⁽²⁾ of the Bank’s average assets for “Satisfactory”	Combined Cumulative Community Development loans and investments ⁽²⁾ of the Bank’s average assets for “Outstanding”	Loans/Investments Total (000s)	Average Assets ⁽¹⁾ (000s)	Bank Performance
2019	1.95%	2.45%	23,317	747,888	3.12
2020	1.95%	2.45%	24,569	872,451	2.82
2021 ⁽³⁾	1.95%	2.45%	27,100	1,151,932	2.35

Source: Bank Records

⁽¹⁾ The Bank’s quarterly average assets for the Plan year were calculated using the amounts from line 9 of the Schedule RC-K of the Bank’s call reports for the quarters ending in year 2019, 2020, and as of September 30, 2021.

⁽²⁾ The amount of combined cumulative community development loans and investments and grants for any plan year period will include (1) the amount of new community development loans and investments and grants originated or purchased (including loan participations and lines of credit), and also the renewal or refinancing of all such loans during the plan year, plus (2) the amount of prior investments* as of the previous year-end.

*Prior period investments are defined as those investments made for community development purposes in a previous year (the year for which they would have been considered a “new origination”) but remain on the Bank’s books at the end of each year. The amount considered for prior period investments is the current par value of the investment at the end of each individual year of the strategic plan.

⁽³⁾ As of September 30, 2021

Community Service Services

Community Development services are calculated by the number of hours spent performing qualified services as compared to the full-time equivalent (“FTE”) number of employees. Service hours are evaluated based on use of financial expertise of the employee performing the service or for the provision of financial education information by the employee. The results of this analysis are set forth in Table 7.

Table 7

COMMUNITY DEVELOPMENT SERVICE HOURS			
Plan Year	Bank Established Goals	Bank Performance	
April 1 to March 30	Satisfactory	Outstanding	Bank Performance ⁽¹⁾
2019	5.75	6.25	6.06 ⁽²⁾
2020	2.25	2.75	2.53
2021 ⁽³⁾	4.75	5.25	2.26

⁽¹⁾ Source Bank Records

²⁾ This number would be 6.41 if not for the schools closing due to COVID-19.

⁽³⁾ As of September 30, 2021

Beginning with the Plan year 2014, the Bank has met or exceeded the number of community development service each plan year. During the Plan years 2019-2020 the Bank has averaged over 6.06 service hours per full-time employee. The per employee service hours would have totaled 6.41 if not for the schools closing due to COVID-19. As a result of COVID-19, during the Plan years 2020-2021 the Bank amended its CRA Strategic Plan reducing the satisfactory goal to 2.25 and an outstanding goal to 2.75. The Bank exceeded its satisfactory goal with 2.53 hours.

Historically the Bank has exceeded the number of service hours required per each plan year.

Community Development services have met or exceeded the Bank’s established minimum goals for “Outstanding” performance for the plan years 2019 and 2020.

The Bank employees are responsive to the local community by providing service that might not always be available through other non-profit activities. Employees from every level of the Bank, including executive management and the Board of Directors are involved.

Community Development Services primarily are focused on providing financial literacy and education to those schools in the Bank’s AA that meet the 51% or higher free or reduced lunch program. The Bank employees provide many services to non-profit organizations that address the needs of the local community, such as affordable housing, homelessness, individuals with physical and learning disabilities, local at-risk youth, etc.

In 2019 TAB Bank employees provided 1,539 hours of community development services for 6.06 hours per FTE. In 2020 (during the COVID-19 pandemic), TAB Bank employees provided 700.50 hours of community development services for 2.53 hours per FTE. As of September 30, 2021 (during the COVID-19 pandemic), TAB Bank employees provided 646.00 hours of community development services for 2.26 hours per FTE.

K. The Bank’s Public File and any Written Comments

The Bank maintains a public file and has never received a CRA related complaint or been subject to a CRA protest. The Bank’s CRA Notice is prominently displayed in the Bank’s reception area of its main office as required by 12.C.F.R. §345.44. No evidence of discriminatory or other illegal practices inconsistent with

helping to meet community credit needs have been identified. The only requests to review the Bank's CRA Strategic Plan have come from other banks within the assessment area.

SECTION V. CRA STRATEGIC PLAN

A. Strategic Plan Option

The bank qualifies for the intermediate small bank designation under the FDIC's CRA regulations set forth at *12 C.F.R. §345.26*. However, due to the nature and scope of the Bank's business activities, the Bank's Executive Management and the Board of Directors have selected to use a Strategic Plan option because it represents a reasonable way for the Bank to meet its community development obligations in a clear demonstrable and measurable way.

The FDIC's strategic plan regulations provide flexibility regarding a bank's measurable goals, both in how the goals are expressed and regarding the three performance categories. For example, although the regulations provide that a bank should address in its plan all three performance categories and "emphasize lending and related activities", they also provide that:

[n]evertheless, a different emphasis, including a focus on one or more performance categories, may be appropriate if responsive to the characteristics and credit needs of its assessment area(s), considering public comment and the bank's capacity and constraints, product offerings, and business strategy.
12 C.F.R. §345.27(f)(ii)

Accordingly, the Bank believes that the appropriate emphasis for its measurable goals fall into the two categories listed below. The Bank believes that other alternatives would not be able to provide substantive resources to create measurable benefit in its assessment area community. Investing in community development programs or other qualifying investments and providing financial expertise at various levels in the community, are the most meaningful ways for the Bank to meet its responsibilities under CRA.

B. Detailed Description of Goals

As a result of the regulatory flexibility for both measurable goals and performance categories and consistent with the Bank's current Plan, the Bank proposes measurable goals for small business lending, community development lending and investments which includes grants and loans, and community development service hours. The Bank proposes small business lending goals to be based on small business originations and renewals in each year. The combined community development lending, qualified investments, and grants goals are based on a percentage of the Bank's average assets for each of the four years included in the Bank's CRA Strategic Plan. Service hours are based on the number of full-time employees. Table 8, 8a, and 8b illustrate the Bank's goals for the plan years 2022, 2023, 2024 and 2025.

The Bank’s Measurable Goals for New Small Business Loan Originations by Year

Table 8

ASSESSMENT AREA CONCENTRATION FOR SMALL BUSINESS LOAN GOALS				
Plan Year	Goal for Small Business Originations inside the assessment area for a “Satisfactory” rating		Goal for Small Business Originations inside the assessment area for an “Outstanding” rating ⁽¹⁾	
	% by #	% by \$	% by #	% by \$
2022	1.35	1.53	N/A	N/A
2023	1.42	1.61	N/A	N/A
2024	1.49	1.69	N/A	N/A
2025	1.57	1.89	N/A	N/A

The Bank did not meet goals for the Plan years 2019-2021. The Bank has determined to modestly lower the percentage and dollar goals for a satisfactory rating due to the following analysis of small business lending in the Bank’s AA. Small businesses within the AA may have greater access to loans than small businesses in other parts of the country, therefore competition in local areas may create pricing or structure of loans that are not within the credit risk guidelines or are not profitable for the Bank. Based on current economic trends, competition, nationwide lending, and Bank strategy, the level of loans inside the Bank’s AA is limited due to the Bank’s overall loan growth goals and the Bank’s credit criteria may not be competitive in the local market (as designed by Bank management). Indeed, due to the competitive nature of the local market (AA) and the combination of what local businesses expect the Bank does not consistently compete for these customers due to credit, risk, or pricing parameters and the expectations that have been created by the competition. Thus, the Bank has modestly lowered its goals to the above levels of small business loans in its assessment area for the years 2022, 2023, 2024, and 2025.

The Bank’s expectation is that as loans grow nationwide, the percentage of loans locally will be the same percentage of a larger portfolio. Inside the Bank’s AA, the Bank will use more of the new SME and SmartBiz products and services for small business to increase the number of loans inside the AA. The Bank is also launching more marketing awareness campaigns targeting the Wasatch Front small businesses to increase its growth within the AA.

Table 8a

DISTRIBUTION OF LOANS INSIDE AND OUTSIDE ASSESSMENT AREA PROJECTIONS										
Small Business Loans	Number of Loans ⁽¹⁾		Dollar Amount of Loans ⁽¹⁾							
	Inside Assessment Area		Outside Assessment Area		Total	Inside Assessment Area		Outside Assessment Area		Total
	#	%	#	%		\$	%	\$	%	
2022	208	1.35	15,192	98.65	15,400	13,341,600	1.53	858,658,400	98.47	872,000,000
2023	231	1.42	16,266	98.58	16,500	15,302,728	1.61	935,177,272	98.39	950,480,000
2024	270	1.49	18,126	98.51	18,400	17,508,789	1.69	1,018,514,211	98.31	1,036,023,000

2025	295	1.57	18,800	98.43	19,100	20,939,723	1.89	1,107,921,000	98.11	1,129,265,000
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⁽¹⁾ Total number and dollar amount includes Debtor and Equipment Lending

Table 8b

MEASURABLE GOALS FOR SMALL BUSINESS LENDING IN LOW- AND MODERATE-INCOME CENSUS TRACTS		
Plan Year	Small Business Lending Geographic Distribution Goal for a "Satisfactory" rating	Small Business Lending Geographic Distribution Goal for an "Outstanding" rating ⁽¹⁾
2022	70	N/A
2023	75	N/A
2024	80	N/A
2025	85	N/A

⁽¹⁾ The Bank is not proposing any goals for "Outstanding" because of the small percentage of loans inside the Bank's assessment area.

The Bank's goals for Small Business Originations in the assessment area for the plan years 2022, 2023, 2024, and 2025 builds on the bank's performance in the prior Plan Years by maintaining goals that will stretch the Bank's capabilities to achieve.

The Bank's sales and marketing model is built around the fact the total loans inside the AA will grow in conjunction with overall loan portfolio growth.

Based on the design and focus of the Bank's services, and our national, (rather than regional) reach to small businesses allows the Bank to find the credit risk that meets its criteria and rates that meet the Bank's profitability goals while maintaining optimal safety and soundness.

The Bank does not have a goal for an "outstanding" rating. This is due to the fact that the Bank's business model for loans is nationwide. Bank loan growth and credit criteria may not be competitive in the local AA designed by bank management. This is because of the competitive nature of the Bank's AA does not meet its criteria for growth, risk, profitability, or credit underwriting standards. The combination of what local businesses expect and due to the nature of the competition in the AA, the Bank may not consistently compete for these customers.

The goals outlined in the CRA Strategic Plan are representative of the Bank's ability to provide facilities to small business within and outside the assessment area.

The funding of bank loans is a combination of non-interest bearing commercial and consumer deposit accounts, interest bearing savings and certificates of deposit, borrowing through the Federal Home Loan Bank, inside sales, and brokered deposits.

The Bank’s Measurable Goals for New CRA Loan/Investment/Grants Originations by year

Table 9

MEASURABLE GOALS FOR NEW COMMUNITY DEVELOPMENT CRA LOANS AND INVESTMENTS AND GRANTS		
Plan Year	New Origination Community Development Loans and Investments ⁽¹⁾ of the Bank’s average assets ⁽²⁾ for a “Satisfactory” rating	New Origination Community Development Loans and Investments ⁽¹⁾ of the Bank’s average assets ⁽²⁾ for an “Outstanding” rating
2022	1.45	1.95
2023	1.45	1.95
2024	1.45	1.95
2025	1.45	1.95

Source: Bank Records and CRA Strategic Plan

Due to the Bank’s commitment with the RMCRC CRA loan, the Bank’s past performance and projected goals during the Plan Period are substantially in excess of the Bank’s peer bank performance. The Bank’s goal for community loans and qualified investments have included loans to non-profit organizations such as Habitat for Humanity, and a commitment to the Ogden Redevelopment Agency. Bank management intends to continue to invest in Qualified Investments that have a focus on affordable housing for LMI individuals and communities in the Bank’s assessment area and surrounding areas.

The Bank’s measurable Goals for Combined Cumulative CRA Loan/Investment/Grants

Table 10

MEASURABLE GOALS FOR COMBINED CUMULATIVE COMMUNITY DEVELOPMENT CRA LOANS AND INVESTMENTS AND GRANTS		
Plan Year	Community Development Loans and Investments ⁽¹⁾ of the Bank’s average assets ⁽²⁾ for a “Satisfactory” rating	Community Development Loans and Investments ⁽¹⁾ of the Bank’s average assets ⁽²⁾ for an “Outstanding” rating
2022	2.10	2.60
2023	2.10	2.60
2024	2.10	2.60
2025	2.10	2.60

Source: Bank Record and CRA Strategic Plan

The Bank’s CRA performance will be measured annually based on the amount of new community development loans and investments originated or purchased during each plan year expressed as a percentage of the Bank’s total average assets for each plan year. “New” loans for a plan year will include loan originations and purchases (including loan participations and lines of credit), and also the renewal or refinancing of such loans during the plan year.

⁽¹⁾ The Bank’s average assets for any plan year will be calculated using the amounts from line 9 of Schedule RC-K of the Bank’s quarterly call reports for each plan year.

⁽²⁾ The amount of combined community development loans and investments for any plan year period will include (a) the amount of new community development loans and investments and investments originated or purchased (including loan participations and lines of credit), and the renewal or refinancing of all such loans during the plan year, plus (b) the amount of prior period investments* as of the previous year-end.

**Prior period investments are defined as those investments made for community development purposes in a previous year (the year for which they would have been considered a “new origination”) but remain on the Bank’s books at the end of each year. The amount considered for prior period investments is the book value of the investment at the end of each individual year of the strategic plan.*

The Bank primarily optimizes its effectiveness in meeting low-to moderate-income individuals and families’ credit needs by implementing a loan and investment strategy in CRA qualified securities and providing credit and services as mentioned in this Plan to organizations that provide affordable housing and community development assistance, such as Rocky Mountain Community Reinvestment Corporation.

The Bank will make investments when feasible and in increments that reflect investment ability. The Bank intends to continue to maintain a portfolio of CRA qualified investments as part of the combined lending and investment and grant goal.

The Bank seeks investments that minimize loss exposure with investments that are liquid and are readily marketable in a healthy secondary market.

Managing the Bank’s Community Reinvestment goals is always dependent on the Bank’s ability to make community investments on its realization of growth and profitability. Banks in Utah face significant challenges in trying to find CRA lending and investment opportunities. While the Bank will concentrate its search for qualified investments and loans in its AA, the continued substantial growth of other financial institutions - particularly Utah Chartered Industrial Banks – sharing the Bank’s AA will create an atmosphere of increasing competition among banks to find qualifying investment and loan opportunities. The Bank will make Qualified Investments that have as their primary purpose community development in the Bank’s AA and surrounding areas, with a focus on affordable housing for LMI individuals and communities. Once the investment goals are met in the community, the Bank may look beyond local needs to work with partners throughout the region such as state housing authorities, community development financial institutions throughout the region, and entities involved in the revitalization or stabilization of low- or moderate-income geographies, and/or designated disaster areas.

The Bank anticipates that it will continue working with community partners, such as entities involved in the revitalization or stabilization of low-and moderate-income geographies, affordable housing developers, and community development financial institutions.

The Bank’s grants and donations are given to organizations serving LMI persons within its assessment area. The funds are used for financial education programs and to provide critical services such as food, shelter, and medical care. The Bank is committed to helping meet the needs of low- or moderate-income individuals by making qualified donations to organizations that participate in assisting low- or moderate-income individuals and small businesses. The Bank in previous years has consistently provided \$50,000 in grants/donations benefiting the Bank’s local community.

Examples of donations would include the following notable highlights of the services provided by these organizations:

- **Affordable Housing** – technical assistance to developmental resources for single and multi-family affordable housing.
- **Poverty Assistance** – education, legal services, health care, financial services, and necessities such as food and shelter.

- **Homelessness** – temporary housing, medical services, food, as well as long-term solutions such as permanent housing, mental health and social counseling, drug rehabilitation, and employment services.
- **Community Development** – that teach financial education, entrepreneurship, and workforce readiness skills in Title 1 Elementary, Junior High, and High School students.

The Bank’s Measurable Goals for Community Development Service Hours by Year

Table 11 summarizes the Bank’s new service hour goals for the plan years 2022-2025

Table 11

DETAILED DESCRIPTION OF SERVICE HOUR GOALS		
Plan Year	Bank’s Service Hours for a “Satisfactory” rating	Bank’s Service Hours for an “Outstanding” rating
2022 ⁽¹⁾	3.00	3.50
2023	3.50	4.00
2024	4.00	4.50
2025	5.00	5.50

Service hours are calculated by dividing the total number of service hours by the FTE number from line 14.5 of the Schedule RI of the Bank’s call report at the end of each quarter on a four-quarter rolling average basis.

⁽¹⁾ *Nine-month plan year – COVID unpredictability.*

The Bank consistently provides community development service hours between 5.50 and 6.00 per employee. The Plan reflects a small decrease in the number of community development service hours provided by each employee because of the number of increased employees providing service and those new employees do not have the qualifications to serve on non-profit boards, or credit committees, or provide financial expertise to non-profit organizations, and the increase in competition for these hours due to the large number of Industrial Banks using in the AA. While the Bank works with its community partners to serve and meet community needs virtually, the scale of service opportunities is smaller and the scope of employees who can participate is reduced. ABC4 news reports (as of 1/5/2022), the new Omicron COVID-19 surge may further cause school and community service activities to issue stay-at-home directives. “The ultra-contagious omicron mutant is pushing cases to all-time highs and causing chaos in Utah”. Due to the current COVID trends and unpredictability, the Bank has reduced its service hour goals.

TAB Bank strives to meet the Outstanding goal in all its goal measures but has not been able to achieve the Outstanding hour rating as a direct result of Junior Achievement, JA City, and Reality Towns cancelled due to the Covid-19 pandemic. The events that have transpired over the past 18 months and will likely continue for the foreseeable future, specifically social distancing and the stay-at-home directive, have significantly curtailed TAB Bank’s ability to meet its community development service hour goals.

Therefore, the measurable goals for the plan years 2022-2025 reflect a concerted effort by the Bank and will provide very meaningful service to the community. At an average of 4.00 hours per full-time employee, the Bank’s measurable community development service goals are consistent if not above other banks operating under a strategic plan as referenced in the performance context.

An analysis of other similarly situated banks include Medallion Bank whose measurable service goals are 5.00 for a satisfactory rating and 6.00 or an outstanding rating for the years 2022-2024. As per the CRA Strategic Plan 10/1/2021-12/31/2024, Celtic Bank service goals for a satisfactory rating for the year 2022, is 1.75, and for an outstanding rating is 2.25. The service goals for a satisfactory rating for the year 2023 is 3.5, and for an outstanding rating is 4.5. The service goals for a satisfactory rating for the year 2024 is 3.5, and for an outstanding rating is 4.5. As per the CRA Strategic Plan January 1, 2021, EnerBank service goals for a satisfactory rating for the years 2022-2024 reflect 4.75, and for an outstanding rating is 5.5 per FTE.

The Bank's measurable goals are expressed in terms of number of hours spent per FTE performing qualified community development services and are realistic considering the Bank's performance context. The number of employees available for community development service hours does not grow proportionately with asset size. Because of constraints, it is prudent for the Bank to set goals that can be realistically performed by the Bank's limited financially qualified staff. The Bank currently includes every employee in providing service hours due to the many interests of volunteer activities engaged by the employees.

C. 2019 – 2022 Strategic Plan Amendment

In 2020 the social and economic landscape of the United States and the world changed significantly due to the novel coronavirus pandemic.

Consistent with many states, Utah took varying measures including issuing a stay-at-home directive on March 27th, 2020. Prior to issuing its stay-at-home directive, Utah took additional preventive measures to limit the spread of the virus. Such measures included, social distancing recommendations, limiting the size of gatherings, the closure of all non-essential businesses, encouraging business to allow their employees to work remotely and the closure of all schools, including higher education institutions, through the end of the school year.

As with other industries, the pandemic has had a transformational effect on the banking industry. TAB Bank has taken measures to protect its employees while still providing its customers and community with necessary services.

Since TAB Bank's approval of its 2019 – 2022 CRA Strategic Plan in April of 2019, there has been a material change in conditions in response to the COVID-19 pandemic. A bank may request an amendment to its strategic plan when there has been a significant change in conditions (see *12 C.F.R. § 345.27 (h)*). The extreme measures implemented to reduce the threat and spread of COVID-19 has resulted in the United States declaring a National Emergency and Utah declaring a State of Emergency.

In response to the Utah Governor's recommendations issued on March 21st, 2020, businesses, where able, started telecommuting and schools were closed. The Governor announced the extension of school closures through the end of the school year. On March 24th 2020, TAB Bank received notice that the closure of Junior Achievement and JA City, which eliminated most of TAB Bank's service hours in the classroom during the springtime and fall.

The Bank's Assessment Area includes Tooele, Salt Lake, Davis, Morgan, Box Elder, and Weber Counties in the State of Utah. As of September 30, 2021, the Bank has completed 2.26 community development service hours per FTE, well short of its 2021 CRA Strategic Plan satisfactory service hour goal of 4.75, and

its outstanding goal of 5.25. TAB Bank strives to meet the Outstanding goal in all its goal measures but will not be able to achieve the Outstanding hour rating as a direct result of Junior Achievement, JA City, and Reality Towns cancelled due to the Covid-19 pandemic. The events that have transpired over the past 20 months and will likely continue for the foreseeable future, specifically social distancing and the stay-at-home directive, have significantly curtailed TAB Bank’s ability to meet its community development service hour goals. With the number of strategic plans in TAB Bank’s Assessment Area, the competition for service hours among strategic plan banks have exhausted further the ability for TAB Bank to obtain viable community development service hours.

Administrators in school districts and with supplemental programs (i.e., Junior Achievement, JA City, and Reality Town) have prepared for every possibility to protect students and teachers with face coverings, plexiglass separators, traffic flow within buildings, etc. As such, administrators are hesitant to allow outside parties to come into the school and provide additional services and programs. Many school districts have offered at-home online learning options and have allowed parents the option to keep children at home. Bottom-line, the risks to students at schools is being intensely managed and opportunities are not being offered as in prior years.

In response to the rapidly changing conditions created by the COVID-19 pandemic and the resulting uncertainty over the next several months to years, TAB Bank is requesting an amendment to its CRA Strategic Plan 2020 – 2021 and 2021 – 2022 Community Development Service Hour Goals. The new service hour goals are reflected in Table 12 below.

Table 12

DETAILED DESCRIPTION OF SERVICE HOUR GOALS		
Plan Year	Bank’s Service Hours for “Satisfactory” rating	Bank’s Service Hours for “Outstanding” rating
2020	2.25	2.27
2021	4.75	5.25

TAB Bank continues to strive for Community Development Service Hours by providing professional support such as I.T., marketing, financial expertise in loans, budgeting, account management, and accounting. TAB Bank is developing new community partners and proving support as members of the Board of Directors of local non-profit and low- and moderate-income organizations such as Enable Utah, The Family Support Center, Habitat for Humanity, Rocky Mountain Community Reinvestment Corporation, United Way, and Junior League of Ogden. The new goals include the following breakdown of the number of projected Bank employees for the plan years 2022-2025:

- 2022 – 340 employees
- 2023 – 370 employees
- 2024 – 400 employees
- 2025 – 430 employees

SECTION VI. OTHER INFORMATION

A. Timetable of Plan

The Bank's Compliance Council Committee Approval

The Compliance Council Committee gave its approval to submit the CRA Strategic Plan to the Bank's President January 12, 2022.

The Bank's President Approval

The President gave his approval to submit this CRA Strategic Plan to the Bank's Board of Directors January 18, 2022.

The Bank's Board of Directors

The CRA Strategic Plan was approved by the Bank's Board of Directors January 25, 2022.

Public Comment Period

Management formally submitted public comment on this CRA Strategic Plan by publishing in January 26, 2022 a notice in two newspapers of general circulation in the assessment areas: The Standard Examiner, and the Salt Lake Tribune. The public comment period expired on (30 days from the date of publishing). A proof of publication and notice is attached in Appendix B.

Copies of the CRA Strategic Plan were offered to the public at no cost and were made available for review by the public at the Bank's office at no cost.

Submission of the plan to the FDIC

The Bank respectfully submits that it has fulfilled all the regulatory requirements for CRA Strategic Plans, including those governing development of the plan, public participation in the plan and the plan's measurable goals. As established herein, the Bank's CRA performance context thoroughly supports the Bank's measurable goals. The Bank believes that FDIC approval of the Bank's CRA Strategic Plan and its measurable goals as set forth in this CRA Strategic Plan are appropriate under the FDIC's criteria for evaluation of a strategic plan outlined in *12 C.F.R. §345.27 (g)(3)(i)-(iii)*.

Proposed effective date of the Plan

The proposed effective date of the CRA Strategic Plan is April 1, 2022.

Plan Term

The term of the Bank's CRA Strategic Plan covers the period of April 1, 2022, through December 31, 2025. The Bank's CRA Strategic Plan sets forth annual measurable goals for interim years under which the FDIC can evaluate the Bank's performance, as required by *12 C.F.R. §345.27 (c)(1)*.

B. Monitoring of the CRA Strategic Plan

The Bank's CRA Manager will perform ongoing and quarterly monitoring of the Bank's community development performance considering the CRA Strategic Plan. The Bank's CRA Manager will be an active member of community boards and projects that include pursuing loans and investments and taking a vigorous role in serving the community with financial literacy, banking and credit needs.

C. Contact Information

Individuals with questions or comments may contact:

Kenneth R. King
CRA Manager
Transportation Alliance Bank
4185 Harrison Boulevard
Ogden, Utah 84403
Phone: 801-624-5556
Email: ken.king@tabbank.com

Benjamin J. Kotter
Secretary and General Counsel
TAB Bank Holdings, Inc.
4185 Harrison Boulevard
Ogden, Utah 84403
Phone: 801-624-5809
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SECTION VII. APPENDIX

APPENDIX A

TRANSPORTATION ALLIANCE BANK, INC.

Balance Sheet – September 31, 2021

Transportation Alliance Bank Inc., dba TAB Bank 4185 Harrison Boulevard Ogden, Utah 84403 FDIC Certificate Number: 34781 Web address: http://www.tabbank.com	FFIEC 041 Call Report September 30, 2021
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September 30, 2021, BALANCE SHEET

Balance Sheet – September 30, 2021	(Dollars in Thousands)
Cash & Investments	\$149,594
Loans Receivable, Net	\$1,003,917
Other Assets	\$77,620
TOTAL ASSETS	\$1,231,131
Deposits Payable	\$867,550
Other Liabilities	\$238,288
TOTAL LIABILITIES	\$1,105,838
EQUITY	\$125,293
TOTAL LIABILITIES and EQUITY	\$1,231,131
Full-Time Equivalent Employees	293

Source: FFIEC Call Report dated September 30, 2021



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TRANSPORTATION ALLIANCE BANK, INC.

Loan Portfolio Distribution - September 30, 2021

Loan Portfolio Distribution – September 30, 2021		
Loan Category	(Dollars in Thousands)	Percentage of Total Loans
Secured by 1-4 Family Residential Properties	0	0.00
Secured by Multi-Family Residential Properties	\$29,650	2.91
Commercial Real Estate	\$67,399	6.63
Commercial and Industrial Loans	\$808,619	79.52
Consumer	\$35,456	3.49
Loans to Non-Depository Financial Institutions and Other Loans	\$66,030	6.49
Lease Financing Receivables (net of unearned income)	\$9,771	0.96
TOTAL LOANS AND LEASES	\$1,016,925	100.00

Source: FFIEC Call Report dated September 30, 2021





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1.PDF

APPENDIX B

TRANSPORTATION ALLIANCE BANK, INC.

Public notice of CRA Strategic Plan and Request for Public Comment

Newspaper	Date Published
<p>The Standard Examiner</p>  <p>Standard Examiner-Proof-Janua</p>	January 26, 2022
<p>The Salt Lake Tribune</p>  <p>Salt Lake Tribune-Proof-January</p>	January 26, 2022

Request for Public Comment

Transportation Alliance Bank Inc. Community Reinvestment Act (CRA) Strategic Plan

The CRA regulations require a bank that has developed a CRA Strategic Plan to publish notice of the plan and solicit formal written public comment for at least a 30-day period. In conformance with this requirement, Transportation Alliance Bank Inc., dba TAB Bank (the "Bank") hereby provides notice to the public of its plan to submit a three (3) year CRA Strategic Plan to the Federal Deposit Insurance Corporation (FDIC).

Written comments from the public concerning the CRA Strategic Plan are encouraged. To obtain a copy of the Bank's CRA Strategic Plan at no charge to the requesting party, individuals may request a copy by mail or phone by contacting (Ken King at 801-624-5556).

All written comments regarding the Plan should be directed to Ken King, Transportation Alliance Bank, 4185 Harrison Boulevard, Ogden, Utah 84403.

Comments and suggestions will be accepted until February 25, 2022.

Transportation Alliance Bank Inc., will review all comments and incorporate suggestions to the CRA Strategic Plan at its discretion.

Public Comment Received

None

EXHIBIT B

PUBLIC DISCLOSURE

April 13, 2022

COMMUNITY REINVESTMENT ACT PERFORMANCE EVALUATION

Transportation Alliance Bank, Inc., d/b/a TAB Bank

Certificate Number: 34781

4185 Harrison Boulevard, Suite 200
Ogden, Utah 84403

Federal Deposit Insurance Corporation
Division of Depositor and Consumer Protection
San Francisco Regional Office

25 Jessie Street at Ecker Square, Suite 2300
San Francisco, California 94105

This document is an evaluation of this institution's record of meeting the credit needs of its entire community, including low- and moderate-income neighborhoods, consistent with safe and sound operation of the institution. This evaluation is not, nor should it be construed as, an assessment of the financial condition of this institution. The rating assigned to this institution does not represent an analysis, conclusion, or opinion of the federal financial supervisory agency concerning the safety and soundness of this financial institution.

TABLE OF CONTENTS

INSTITUTION RATING	1
DESCRIPTION OF INSTITUTION	1
DESCRIPTION OF ASSESSMENT AREA.....	3
SCOPE OF EVALUATION.....	6
CONCLUSIONS ON PERFORMANCE CRITERIA.....	7
DISCRIMINATORY OR OTHER ILLEGAL CREDIT PRACTICES REVIEW	11
GLOSSARY	12

INSTITUTION RATING

INSTITUTION'S CRA RATING: This institution is rated **Needs to Improve**.

An institution in this group needs to improve its overall record of helping to meet the credit needs of its assessment area, including low- and moderate-income neighborhoods, in a manner consistent with its resources and capabilities.

Transportation Alliance Bank, Inc., d/b/a TAB Bank (TAB) operates under a FDIC-approved Community Reinvestment Act (CRA) Strategic Plan (Plan) during the three-year evaluation period. The Plan covers from April 1, 2019, to March 31, 2022. TAB has not received any complaints related to its CRA performance. The following Plan for 2019, 2020, and 2021, supports the overall rating.

- TAB did not meet its minimum established goals for satisfactory performance under assessment (AA) concentration.
- The geographic distribution of small business loans did not meet the minimum established goals for satisfactory performance.
- New community development (CD) loans, qualified investments, and CD grants exceed the established goals for outstanding performance.
- Cumulative CD loans, qualified investments, and CD grants exceed the established goals for outstanding performance.
- CD service hours met the established goals for satisfactory performance.

Discriminatory or Other Illegal Credit Practices

Violations of Section 5 of the Federal Trade Commission Act, Unfair or Deceptive Acts or Practices (UDAP), resulted in the bank's overall rating being downgraded from a "Satisfactory" to a "Needs to Improve."

DESCRIPTION OF INSTITUTION

TAB is an industrial bank headquartered in a single location in Ogden, Utah. TAB is non-member bank; wholly owned subsidiary of TAB Bank Holdings, Inc. TAB has one subsidiary, TAB Insurance Corporation, which operates entirely online. There have been no branches opened or closed, and no merger or acquisition activity since the previous CRA Performance Evaluation (PE). TAB received an "Outstanding" rating at its previous FDIC CRA PE, dated July 8, 2019, based on Interagency Strategic Plan Examination Procedures.

TAB is a nationwide lender, marketing its products and services to the transportation industry. The primary business focus is to provide nationwide niche financing to small- and medium-sized businesses including commercial, account receivable (factoring), commercial equipment, working

capital, and truck and trailer purchase loan programs. TAB has expanded its market presence to include other commercial industries and provides similar loan programs. TAB also offers consumer term loans and a consumer credit card product through its strategic partners. TAB does not offer small farm or home mortgage loans. TAB has six strategic partners to offer consumer loans and credit cards; two are new since the previous FDIC CRA PE, FlexLending and Integra.

- EasyPay Finance: EasyPay offers unsecured, closed-end, subprime consumer loans. Loans are originated through a network of merchants, primarily for retail products and services, such as automotive services, furniture, and pets.
- Mission Lane: Mission Lane offers subprime credit card program for borrowers working to rebuild credit.
- Snap Finance: Snap offers point-of-sale (POS), unsecured consumer loans through a network of merchants. Snap offers three types of loans including regular Snap loans, Credit+ loans, and Preferred Merchant loans
- Sunbit: Sunbit offers POS, closed-end loans to consumers through a merchant network, primarily for automotive services, veterinary care, jewelry, and motorsports. Sunbit also offers a credit card, which is new since the previous CRA PE. The credit card is only available to existing or previous Sunbit loan customers.
- FlexLending (new): FlexLending offers POS, closed-end loans to consumers purchasing tires. FlexLending also recently began offering a new direct-to-consumer loan program.
- Integra (new): Integra offers unsecured, closed-end, subprime consumer loans. Loans originated through the Integra relationship are funded directly to the consumer's bank account.

TAB deposit products include checking, high yield savings, money market, certificates of deposit accounts, and treasury management services. In addition, TAB offers an unlimited cash back rewards checking account jointly with a third-party. Alternative bank services include internet banking, bill payments, wire transfer services, direct deposit, and automated clearinghouse services. TAB does not operate a traditional lobby, solicit walk-in business, or maintain traditional branches with tellers

The March 31, 2022, Consolidated Report of Condition and Income (Call Report) indicates TAB had total assets of \$1.19 billion, total loans of \$978.82 million, total deposits of \$956.84 million, and total equity capital of \$126.99 million. The following table details the loan portfolio distribution.

Loan Portfolio Distribution as of 3/31/2022		
Loan Category	\$(000s)	%
Construction, Land Development, and Other Land Loans	15,785	1.6
Secured by Farmland	0	0.0
Secured by 1-4 Family Residential Properties	103	0.0
Secured by Multifamily (5 or more) Residential Properties	32,428	3.4
Secured by Nonfarm Nonresidential Properties	43,346	4.4
Total Real Estate Loans	91,662	9.4
Commercial and Industrial Loans	756,669	77.3
Agricultural Production and Other Loans to Farmers	0	0.0
Consumer Loans	40,616	4.1
Obligations of State and Political Subdivisions in the U.S.	0	0.0
Other Loans	82,357	8.4
Lease Financing Receivable (net of unearned income)	7,524	0.8
Less: Unearned Income	0	0.0
Total Loans	978,828	100.0
<i>Source: Reports of Condition and Income. Due to rounding totals may not equal 100.0 percent.</i>		

Examiners did not identify any financial, legal, or other impediments that affect TAB's ability to meet the credit needs of its AA.

DESCRIPTION OF ASSESSMENT AREA

The CRA requires each financial institution to define one or more AAs within which its CRA performance will be evaluated. TAB has defined its AA as the Ogden-Clearfield Metropolitan Statistical Area (MSA) and Salt Lake City MSA. These MSAs are contiguous, have similar economies, and are two of five MSAs which are within the Salt Lake City-Provo-Orem Combined Statistical Area. Ogden-Clearfield MSA includes four counties: Box Elder; Weber; Morgan; and Davis. Salt Lake City MSA includes Salt Lake and Tooele Counties. The AA remains unchanged since the previous evaluation. The AAs meets the technical requirements of the CRA regulation and does not arbitrarily exclude low- and moderate-income (LMI) areas or reflect any illegal discrimination.

To establish the performance context, examiners relied on bank records, public financial information, demographic data from the 2015 American Community Survey (ACS) Census, D&B Data, and other public sources, as well as information obtained from a community contact.

Economic and Demographic Data

The AA consists of 340 census tracts (CT): 13 low-, 83 moderate-, 143 middle-, 97 upper-income, and 4 CTs where income information was not available. There are no distressed or underserved non-metropolitan middle-income CTs within the AA. The following table details select demographic, housing, and business information of the AA.

Demographic Information of the Assessment Area						
Demographic Characteristics	#	Low % of #	Moderate % of #	Middle % of #	Upper % of #	NA* % of #
Geographies (Census Tracts)	340	3.8	24.4	42.1	28.5	1.2
Population by Geography	1,763,174	2.7	22.1	45.1	29.6	0.6
Housing Units by Geography	603,519	2.9	24.1	44.7	27.8	0.4
Owner-Occupied Units by Geography	395,421	1.3	17.7	47.3	33.5	0.3
Occupied Rental Units by Geography	172,577	6.3	38.0	39.9	15.1	0.8
Vacant Units by Geography	35,521	4.3	28.5	40.3	26.8	0.1
Businesses by Geography	189,632	3.2	19.4	40.7	36.0	0.6
Farms by Geography	3,838	2.6	17.0	46.3	33.9	0.2
Family Distribution by Income Level	416,622	18.9	18.4	22.9	39.8	0.0
Household Distribution by Income Level	567,998	21.7	16.9	21.2	40.2	0.0
Median Family Income MSA - #36260 Ogden-Clearfield, UT MSA		\$71,742	Median Housing Value			\$229,713
Median Family Income MSA – #41620 Salt Lake City, UT MSA		\$71,849	Median Gross Rent			\$928
			Families Below Poverty Level			8.5%

Source: 2015 ACS and 2021 D&B Data; Due to rounding, totals may not equal 100.0 percent; () The NA category consists of geographies that have not been assigned an income classification.*

The following table details unemployment trends in the AA in comparison with the state and national unemployment levels.

Unemployment Rates				
Area	January 2019	January 2020	January 2021	January 2022
	%	%	%	%
Ogden-Clearfield MSA	3.8	2.7	3.4	2.3
Salt Lake City MSA	2.8	2.7	3.6	2.4
State of Utah	3.1	2.8	3.6	2.4
National Average	4.4	4.0	6.8	4.4

Source: Bureau of Labor Statistics

Ogden-Clearfield MSA

According to Moody’s Analytics dated January 10, 2022, The Ogden-Clearfield MSA employment recovery has slowed, but will outperform the nation in terms of job and income growth in the next year. The unemployment rate is at an all-time low and continues to be below the national average and the State of Utah’s unemployment rate. Ogden-Clearfield’s defense industry continues to be a key driver of the economy and provides mid- to high-paying jobs. The strengths include large defense sector, small tourism base, a favorable migration pattern, high median household income, and low business costs. However, housing affordability and worker shortages are impeding job gains in high-wage industries, and further COVID-19 outbreaks are weaken the area’s economy.

The top employers in the area continue to be Hill Air Force Base, Department of Treasury, McKay-Dee Hospital, and Weber State University.

Salt Lake City MSA

According to the January 5, 2022 Moody's Analytics, the Salt Lake City MSA economy is strong, with job growth at three percent above the pre-pandemic high, and continues to out-pace the nation in terms of job and income growth. The unemployment rate is the same as the State of Utah at 2.1 percent and is slightly lower than the national average. The strengths are the expansion of high-wage jobs in technology and knowledge-based industries, low business costs, and population increases. Despite the robust labor force, the challenges for Salt Lake City MSA are relatively low housing vacancies, appreciating value of housing, and limited office space for new businesses. The top employers continue to be University of Utah, Intermountain Health Care Inc., Wal-Mart Stores Inc., Zions Bancorporation, and Delta Airlines.

Competition

TAB is a nationwide lender, and the AA is a highly competitive market that includes several industrial banks, and large national and regional financial institutions. According to the June 30, 2021 FDIC Deposit Market Share Report, 49 institutions operate 292 full-service branches and market financial services. Of these institutions, TAB ranks 24th, with 0.1 percent deposit market share. Large financial institutions operating branches in the area include the following: Morgan Stanley Bank National Association; Ally Bank; UBS Bank USA; American Express National Bank; Goldman Sachs Bank USA; and Synchrony Bank. These six most prominent institutions have 81.3 percent of the deposit market share in the AA.

Community Contact(s)

As part of the evaluation process, examiners conducted one third-party community contact with an organization serving the AA to assist in identifying the credit and CD needs. This information helps determine whether the local financial institutions are responsive to these needs. It also shows what credit and CD opportunities are available.

This organization provides programs for the benefit of disadvantaged LMI individuals and families, to help empower these individuals and families to be self-sufficient and breaking the cycle of generational poverty through innovative services and case management efforts. The contact stated that the economic condition of the area has generally been strong and better than the national averages. The contact stated there is a need for education and employment programs that help these LMI individuals with educational opportunities to improve their skills and obtain better employment. The contact identified small business loans, especially those to start-up businesses, as the primary credit need in the community. Additionally, the contact indicated the greatest credit need in the area is affordable housing to support LMI individuals and capital to improve to their facilities. Overall, the contacts indicated that financial institutions have been responsive to the credit needs in the past, but have not provided any funding to the organization recently.

Credit and Community Development Needs and Opportunities

Considering information from the community contacts, bank management, and demographic and economic data, examiners determined that affordable housing, financial counseling, and education services to LMI individuals, families, and school age children within the AA are the CD needs.

SCOPE OF EVALUATION

General Information

This evaluation covers the period from the prior evaluation dated July 8, 2019, through the current evaluation dated April 13, 2022. Examiners relied on bank records, public financial information, demographic data from the 2015 ACS Census and economic data sources, D&B data, and information obtained from community contacts. Examiners used the Interagency Strategic Plan Examination Procedures to evaluate TAB's CRA performance. This evaluation was performed remotely due to the implications of the COVID-19 pandemic.

Activities Reviewed

To evaluate TAB's performance under the Plan, examiners evaluated activities from April 1, 2019, through March 31, 2022, based on criteria established within the Plan. The Plan sets forth measurable goals in the following areas:

- AA concentration of small business loans;
- Geographic distribution of small business loans;
- New CD loans, qualified investments, and grants;
- New and cumulative CD loans, qualified investments, and grants; and
- CD service hours.

For purposes of evaluating the Plan's minimum goals for satisfactory and outstanding performance, management provided data on their small business loans, CD loans, CD qualified investments and CD grants, and CD services during the evaluation period. Examiners did not review small farm loans or home mortgages, as TAB does not offer those products.

When determining the overall rating for the CRA PE, greater weight was given to the bank's CD lending, dollar volume of qualified investments and CD grants, and the responsiveness of the bank's investment and grant activity to CD credit needs in the AA. Greater emphasis was placed on these rating factors due to the dollar volume of qualified investments and because the investments and grants directly respond to affordable housing, CD services, revitalizing/stabilizing efforts, and small business needs within the AA. This evaluation compares each year's performance to the established minimum goals for satisfactory and/or outstanding.

TAB operated under its FDIC approved Plan for this current CRA evaluation period. The Plan was effective from the previous evaluation through March 31, 2022. The performance from April 1, 2019, through March 31, 2020, is referred to as Plan year 2019. From April 1, 2020, through March

31, 2021, referred to as Plan year 2020, and last from April 1, 2021, through March 31, 2022, referred to as Plan year 2021.

CONCLUSIONS ON PERFORMANCE CRITERIA

TAB's CRA performance under the Plan reflects a satisfactory performance in helping to meet the credit needs of its designated AA in a manner consistent with the established minimum measurable goals in the Plan during the evaluation period. The following information details the performance under Plan.

Retail Lending

The Plan only has satisfactory goals for their small business loans, as TAB's business strategy is focused on nationwide lending which has limited the percentage of loans originated or purchased inside the AA. The following information relates to the evaluation of TAB's performance of its small business lending goals for small business loans originated or purchased inside the AA, and geographic distribution of small business loans within the AA's LMI CTs.

TAB's primary business focus is to provide nationwide niche financing to small- and medium-sized businesses in the transportation industry. TAB does not offer traditional small business lending and they do not compete for these loans with large banks and credit unions. Additionally, there is a limited number of LMI CTs in the AA, and the competition for small business lending is dominated by large banks and credit unions.

Assessment Area Concentration

Overall, TAB did not meet its minimum established goals for satisfactory performance in AA concentration. However, TAB exceeded its goals by both number and dollar amount for Plan year 2019.

TAB did not meet its minimum established goal by number, but exceeded its goal by dollar amount for Plan year 2020. TAB originated or purchased 221 small business loans inside the AA for Plan year 2020. TAB originated or purchased 18,603 small business loans outside the AA for Plan year 2020.

TAB did not meet its minimum established goals by both number and dollar amount for Plan year 2021. TAB originated or purchased 141 small business loans inside the AA for Plan year 2021. TAB originated or purchased 12,088 small business loans outside the AA for Plan year 2021. Furthermore, TAB originated or purchased \$10.4 million in small business loans inside the AA for Plan year 2021. TAB originated or purchased \$661.7 million small business loans outside the AA for Plan year 2021.

The minimum measurable goals for AA concentration consist of small business loans for each Plan year inside the AA, presented as a percentage of total loans originated or purchased by number and dollar amount. The following table below details the AA concentration goals and TAB's performance for each Plan year.

Assessment Area Concentration for Small Business Loans				
Plan Year	Bank Established Goals - Satisfactory		Bank Performance	
	(% by #)	(% by \$)	(% by #)	(% by \$)
2019	1.37	1.83	1.39	1.91
2020	1.44	1.92	1.17	2.24
2021	1.51	2.01	1.15	1.55

Source: Bank Records and Plan

Geographic Distribution

TAB did not meet its minimum established goals for satisfactory performance in geographic distribution for each Plan year. The minimum measurable goals for geographic distribution consist of originated or purchased small business loans for each Plan year in the AA’s LMI CTs by number. The following table below details the geographic distribution goals and TAB’s performance for each Plan year.

Geographic Distribution for Small Business Loans		
Plan Year	Bank Established Goals –Satisfactory (#)	Bank Performance (#)
2019	85	76
2020	90	75
2021	95	58

Source: Bank Data and Plan

Community Development Loans, Investments, and Grants

TAB exceeded its established goals for outstanding performance in new and cumulative CD loans, qualified investments, and CD grants for each Plan year. These goals are calculated as a percentage of the bank’s average total assets for any plan year using the bank’s total assets reported from line 9 of Schedule RC-K of the bank’s quarterly Call Reports for each plan year. The following tables below detail the new and cumulative CD loans, qualified investments, and CD grants goals and TAB’s performance for each Plan year.

New Community Development Loans, Investments, and Grants

New Community Development Loans, Investments and Grants					
Plan Year	Bank Established Goals		Bank Performance		
	Satisfactory (%)	Outstanding (%)	Loans and Investments Total (000s)	Average Assets* (000s)	Actual Performance (%)
2019	1.35	1.85	16,357	776,936	2.11
2020	1.35	1.85	18,689	958,698	1.95
2021	1.35	1.85	25,328	1,256,829	2.02

*Source: Bank Data and Plan; * Bank’s average assets for Plan year is from line 9 of Schedule RC-K of the Bank’s four Call Reports for plan year.*

Cumulative Community Development Loans, Investments, and Grants

TAB exceeded its established goals for outstanding performance in cumulative CD loans, qualified investments, and CD grants for each Plan year. In addition, TAB continued to have 5 prior period investments with a book value of \$7.1 million for Plan year 2019, \$7.8 million for Plan year 2020, and \$7.4 million for Plan year 2021. These prior period investments benefit affordable housing for LMI individuals in the AA and consist of two CRA investment funds, two collateralized mortgage obligation, and multiple mortgage backed securities.

The amount of cumulative CD loans, qualified investments, and CD grants for each Plan year includes the amount of new CD loans and qualified investments, the amount of prior period investments as of each Plan year, and CD grants made during each Plan year. The following tables below detail the cumulative CD loans, qualified investments, and CD grants goals and TAB’s performance for each Plan year.

Cumulative Community Development Loans, Investments, and Grants					
Plan Year	Bank Established Goals		Bank Performance		
	Satisfactory (%)	Outstanding (%)	Loans and Investments Total (000s)	Average Assets* (000s)	Actual Performance (%)
2019	1.95	2.45	23,411	776,936	3.01
2020	1.95	2.45	26,292	958,698	2.74
2021	1.95	2.45	32,771	1,256,829	2.61

Source: Bank Data and Plan; * Bank’s average assets for Plan year is from line 9 of Schedule RC-K of the Bank’s four Call Reports for plan year.

The following notable examples of new and cumulative CD lending, qualified investment, and CD Grant activities.

- Affordable Housing***
 The bank purchased five new Federal Agency Mortgage Backed Securities for a total of \$11.3 million, and two new Federal Agency Collateralized Mortgage Obligations for a total of \$3.7 million with underlying collateral in the AA. These securities consist of residential real estate loans made to LMI individuals based on FFIEC median family income levels.

TAB committed funding to a community reinvestment corporation that extends credit to LMI communities by securing capital funding through Utah’s banking community. In 2019, 2020, and 2021, the bank committed \$15.0 million for each year in the AA.
- Revitalize or Stabilize***
 The bank made three donations totaling \$30,000 that directly benefits LMI individuals and families living in LMI CTs. The funds were used to provide child abuse and crisis treatment and care. The organization is dedicated to strengthening families through providing financial education, resources, and support to alleviate stress and diffuse the possibility of domestic violence and abuse. They offer free emergency care for children, free in-home parenting support, community classes on parenting and stepfamilies, and low-cost individual and family counseling.

- **Community Services**

The bank made three donations totaling \$30,000 that directly benefits the needs of homeless men, women, and children of Ogden with needed food, shelter, medical, and dental care. TAB’s service hours included fundraising and teaching Financial Literacy and budgeting skills to individuals and families.

Community Development Services goals

TAB met its minimum established goals for satisfactory performance in CD services. TAB met its CD service goal for a satisfactory performance in Plan year 2019. TAB exceeded its CD service goal for outstanding performance in Plan year 2020. TAB did not meet its CD service goal for satisfactory performance in Plan year 2021. Under the Plan, CD service hour goals are expressed in terms of the number of qualified service hours compared to the average number of full-time equivalent (FTE) at the end of each quarter on a four-quarter rolling average basis per Schedule RI – Income Statement line 14.M.5 of the Call Report for each Plan Year.

In March 2020, the Governor of Utah issued a “Stay Safe, Stay Home” directive, which negatively impacted the bank’s outreach program opportunities for CD service hours. As the original service goals for Plan years 2020 and 2021 were impacted by COVID-19, the bank filed an amended Plan with the FDIC to reflect fewer hours per FTE. The FDIC approved the amended Plan on October 15, 2020, for purposes of evaluation under the CRA Plan.

The following table details the bank’s performance compared to established service hour goals.

Community Development Service Hours					
Plan Year	Bank Established Goals		Bank Performance		
	Satisfactory (hours per FTE)	Outstanding (hours per FTE)	Service Hours	Average FTEs	Actual Performance (hours per FTE)
2019	5.75	6.25	1,539	254	6.08
2020	2.25	2.75	766	278	2.76
2021	4.75	5.25	1,321	299	4.42

Source: Bank Data and Plan

The following are notable examples of the bank’s CD services during for the evaluation period:

- **Community Services**

TAB employees used their financial expertise to teach elementary- and middle-aged students how to earn, save, and budget personal funds to eight Title 1 schools. A majority of the students participate in the National School Lunch Program for free or reduced lunch. TAB employees volunteered 892 hours in 2019, and 484 hours in 2021 during the review period.

- **Affordable Housing**

Six bank employees serve on the Board or financial committees for five non-profit organizations that support affordable housing, and community services that benefit LMI

individuals and/or families. These employees provided a total of 1,745 hours during the review period.

DISCRIMINATORY OR OTHER ILLEGAL CREDIT PRACTICES REVIEW

The FDIC lowered the CRA rating from “Satisfactory” to “Needs to Improve” due to an illegal credit practice present during the review period for this CRA evaluation. Examiners identified a violation of Section 5 of the Federal Trade Commission Act, Unfair or Deceptive Acts or Practices. The violation was limited to a single strategic partner; however, it impacted a large number of consumers over an extended period of time. When brought to management’s attention they began the process of correcting the root cause of the error. Although the institution has policies, procedures, training programs, internal assessment efforts, or other practices in place to prevent discriminatory or other illegal credit practices, this practice has occurred. In addition, management has taken, or committed to take, corrective action including restitution for the purpose of providing redress to the affected consumers.

GLOSSARY

Aggregate Lending: The number of loans originated and purchased by all reporting lenders in specified income categories as a percentage of the aggregate number of loans originated and purchased by all reporting lenders in the metropolitan area/assessment area.

American Community Survey (ACS): A nationwide United States Census survey that produces demographic, social, housing, and economic estimates in the form of five year estimates based on population thresholds.

Area Median Income: The median family income for the MSA, if a person or geography is located in an MSA; or the statewide nonmetropolitan median family income, if a person or geography is located outside an MSA.

Assessment Area: A geographic area delineated by the bank under the requirements of the Community Reinvestment Act.

Census Tract: A small, relatively permanent statistical subdivision of a county or equivalent entity. The primary purpose of census tracts is to provide a stable set of geographic units for the presentation of statistical data. Census tracts generally have a population size between 1,200 and 8,000 people, with an optimum size of 4,000 people. Census tract boundaries generally follow visible and identifiable features, but they may follow nonvisible legal boundaries in some instances. State and county boundaries always are census tract boundaries.

Combined Statistical Area (CSA): A combination of several adjacent metropolitan statistical areas or micropolitan statistical areas or a mix of the two, which are linked by economic ties.

Community Development: For loans, investments, and services to qualify as community development activities, their primary purpose must:

- (1) Support affordable housing for low- and moderate-income individuals;
- (2) Target community services toward low- and moderate-income individuals;
- (3) Promote economic development by financing small businesses or farms; or
- (4) Provide activities that revitalize or stabilize low- and moderate-income geographies, designated disaster areas, or distressed or underserved nonmetropolitan middle-income geographies.

Community Development Corporation (CDC): A CDC allows banks and holding companies to make equity type of investments in community development projects. Bank CDCs can develop innovative debt instruments or provide near-equity investments tailored to the development needs of the community. Bank CDCs are also tailored to their financial and marketing needs. A CDC may purchase, own, rehabilitate, construct, manage, and sell real property. Also, it may make equity or debt investments in development projects and in local businesses. The CDC activities are expected to directly benefit low- and moderate-income groups, and the investment dollars should not represent an undue risk on the banking organization.

Community Development Financial Institutions (CDFIs): CDFIs are private intermediaries (either for profit or nonprofit) with community development as their primary mission. A CDFI facilitates the flow of lending and investment capital into distressed communities and to individuals who have been unable to take advantage of the services offered by traditional financial institutions. Some basic types of CDFIs include community development banks, community development loan funds, community development credit unions, micro enterprise funds, and community development venture capital funds.

A certified CDFI must meet eligibility requirements. These requirements include the following:

- Having a primary mission of promoting community development;
- Serving an investment area or target population;
- Providing development services;
- Maintaining accountability to residents of its investment area or targeted population through representation on its governing board of directors, or by other means;
- Not constituting an agency or instrumentality of the United States, of any state or political subdivision of a state.

Community Development Loan: A loan that:

- (1) Has as its primary purpose community development; and
- (2) Except in the case of a wholesale or limited purpose bank:
 - (i) Has not been reported or collected by the bank or an affiliate for consideration in the bank's assessment area as a home mortgage, small business, small farm, or consumer loan, unless it is a multifamily dwelling loan (as described in Appendix A to Part 203 of this title); and
 - (ii) Benefits the bank's assessment area(s) or a broader statewide or regional area including the bank's assessment area(s).

Community Development Service: A service that:

- (1) Has as its primary purpose community development;
- (2) Is related to the provision of financial services; and
- (3) Has not been considered in the evaluation of the bank's retail banking services under § 345.24(d).

Consumer Loan(s): A loan(s) to one or more individuals for household, family, or other personal expenditures. A consumer loan does not include a home mortgage, small business, or small farm loan. This definition includes the following categories: motor vehicle loans, credit card loans, home equity loans, other secured consumer loans, and other unsecured consumer loans.

Core Based Statistical Area (CBSA): The county or counties or equivalent entities associated with at least one core (urbanized area or urban cluster) of at least 10,000 population, plus adjacent counties having a high degree of social and economic integration with the core as measured through commuting ties with the counties associated with the core. Metropolitan and Micropolitan Statistical Areas are the two categories of CBSAs.

Distressed Middle-Income Nonmetropolitan Geographies: A nonmetropolitan middle-income geography will be designated as distressed if it is in a county that meets one or more of the following triggers:

- (1) An unemployment rate of at least 1.5 times the national average;
- (2) A poverty rate of 20 percent or more; or
- (3) A population loss of 10 percent or more between the previous and most recent decennial census or a net migration loss of 5 percent or more over the 5-year period preceding the most recent census.

Family: Includes a householder and one or more other persons living in the same household who are related to the householder by birth, marriage, or adoption. The number of family households always equals the number of families; however, a family household may also include non-relatives living with the family. Families are classified by type as either a married-couple family or other family. Other family is further classified into “male householder” (a family with a male householder and no wife present) or “female householder” (a family with a female householder and no husband present).

FFIEC-Estimated Income Data: The Federal Financial Institutions Examination Council (FFIEC) issues annual estimates which update median family income from the metropolitan and nonmetropolitan areas. The FFIEC uses American Community Survey data and factors in information from other sources to arrive at an annual estimate that more closely reflects current economic conditions.

Full-Scope Review: A full-scope review is accomplished when examiners complete all applicable interagency examination procedures for an assessment area. Performance under applicable tests is analyzed considering performance context, quantitative factors (e.g., geographic distribution, borrower profile, and total number and dollar amount of investments), and qualitative factors (e.g., innovativeness, complexity, and responsiveness).

Geography: A census tract delineated by the United States Bureau of the Census in the most recent decennial census.

Home Mortgage Disclosure Act (HMDA): The statute that requires certain mortgage lenders that do business or have banking offices in a metropolitan statistical area to file annual summary reports of their mortgage lending activity. The reports include such data as the race, gender, and the income of applicants; the amount of loan requested; and the disposition of the application (approved, denied, and withdrawn).

Home Mortgage Loans: Includes closed-end mortgage loans or open-end line of credits as defined in the HMDA regulation that are not an excluded transaction per the HMDA regulation.

Housing Unit: Includes a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied as separate living quarters.

Limited-Scope Review: A limited scope review is accomplished when examiners do not complete all applicable interagency examination procedures for an assessment area.

Performance under applicable tests is often analyzed using only quantitative factors (e.g., geographic distribution, borrower profile, total number and dollar amount of investments, and branch distribution).

Low-Income: Individual income that is less than 50 percent of the area median income, or a median family income that is less than 50 percent in the case of a geography.

Low Income Housing Tax Credit: The Low-Income Housing Tax Credit Program is a housing program contained within the Internal Revenue Code of 1986, as amended. It is administered by the U.S. Department of the Treasury and the Internal Revenue Service. The U.S. Treasury Department distributes low-income housing tax credits to housing credit agencies through the Internal Revenue Service. The housing agencies allocate tax credits on a competitive basis.

Developers who acquire, rehabilitate, or construct low-income rental housing may keep their tax credits. Or, they may sell them to corporations or investor groups, who, as owners of these properties, will be able to reduce their own federal tax payments. The credit can be claimed annually for ten consecutive years. For a project to be eligible, the developer must set aside a specific percentage of units for occupancy by low-income residents. The set-aside requirement remains throughout the compliance period, usually 30 years.

Market Share: The number of loans originated and purchased by the institution as a percentage of the aggregate number of loans originated and purchased by all reporting lenders in the metropolitan area/assessment area.

Median Income: The median income divides the income distribution into two equal parts, one having incomes above the median and other having incomes below the median.

Metropolitan Division (MD): A county or group of counties within a CBSA that contain(s) an urbanized area with a population of at least 2.5 million. A MD is one or more main/secondary counties representing an employment center or centers, plus adjacent counties associated with the main/secondary county or counties through commuting ties.

Metropolitan Statistical Area (MSA): CBSA associated with at least one urbanized area having a population of at least 50,000. The MSA comprises the central county or counties or equivalent entities containing the core, plus adjacent outlying counties having a high degree of social and economic integration with the central county or counties as measured through commuting.

Micropolitan Statistical Area: CBSA associated with at least one urbanized area having a population of at least 10,000, but less than 50,000.

Middle-Income: Individual income that is at least 80 percent and less than 120 percent of the area median income, or a median family income that is at least 80 and less than 120 percent in the case of a geography.

Moderate-Income: Individual income that is at least 50 percent and less than 80 percent of the area median income, or a median family income that is at least 50 and less than 80 percent in the case of a geography.

Multi-family: Refers to a residential structure that contains five or more units.

Nonmetropolitan Area (also known as **non-MSA**): All areas outside of metropolitan areas. The definition of nonmetropolitan area is not consistent with the definition of rural areas. Urban and rural classifications cut across the other hierarchies. For example, there is generally urban and rural territory within metropolitan and nonmetropolitan areas.

Owner-Occupied Units: Includes units occupied by the owner or co-owner, even if the unit has not been fully paid for or is mortgaged.

Qualified Investment: A lawful investment, deposit, membership share, or grant that has as its primary purpose community development.

Rated Area: A rated area is a state or multistate metropolitan area. For an institution with domestic branches in only one state, the institution's CRA rating would be the state rating. If an institution maintains domestic branches in more than one state, the institution will receive a rating for each state in which those branches are located. If an institution maintains domestic branches in two or more states within a multistate metropolitan area, the institution will receive a rating for the multistate metropolitan area.

Rural Area: Territories, populations, and housing units that are not classified as urban.

Small Business Investment Company (SBIC): SBICs are privately-owned investment companies which are licensed and regulated by the Small Business Administration (SBA). SBICs provide long-term loans and/or venture capital to small firms. Because money for venture or risk investments is difficult for small firms to obtain, SBA provides assistance to SBICs to stimulate and supplement the flow of private equity and long-term loan funds to small companies. Venture capitalists participate in the SBIC program to supplement their own private capital with funds borrowed at favorable rates through SBA's guarantee of SBIC debentures. These SBIC debentures are then sold to private investors. An SBIC's success is linked to the growth and profitability of the companies that it finances. Therefore, some SBICs primarily assist businesses with significant growth potential, such as new firms in innovative industries. SBICs finance small firms by providing straight loans and/or equity-type investments. This kind of financing gives them partial ownership of those businesses and the possibility of sharing in the companies' profits as they grow and prosper.

Small Business Loan: A loan included in "loans to small businesses" as defined in the Consolidated Report of Condition and Income (Call Report). These loans have original amounts of \$1 million or less and are either secured by nonfarm nonresidential properties or are classified as commercial and industrial loans.

Small Farm Loan: A loan included in “loans to small farms” as defined in the instructions for preparation of the Consolidated Report of Condition and Income (Call Report). These loans have original amounts of \$500,000 or less and are either secured by farmland, including farm residential and other improvements, or are classified as loans to finance agricultural production and other loans to farmers.

Underserved Middle-Income Nonmetropolitan Geographies: A nonmetropolitan middle-income geography will be designated as underserved if it meets criteria for population size, density, and dispersion indicating the area’s population is sufficiently small, thin, and distant from a population center that the tract is likely to have difficulty financing the fixed costs of meeting essential community needs.

Upper-Income: Individual income that is 120 percent or more of the area median income, or a median family income that is 120 percent or more in the case of a geography.

Urban Area: All territories, populations, and housing units in urbanized areas and in places of 2,500 or more persons outside urbanized areas. More specifically, “urban” consists of territory, persons, and housing units in places of 2,500 or more persons incorporated as cities, villages, boroughs (except in Alaska and New York), and towns (except in the New England states, New York, and Wisconsin).

“Urban” excludes the rural portions of “extended cities”; census designated place of 2,500 or more persons; and other territory, incorporated or unincorporated, including in urbanized areas.

COMMENTS

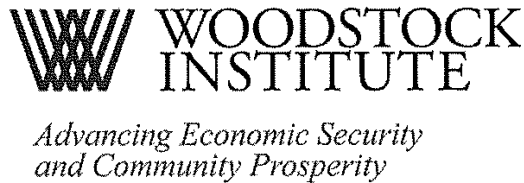
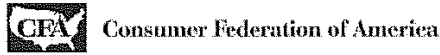


Written comments received from the public for the current year and each of the prior two calendar years that specifically relate to the Bank's performance in helping to meet the community credit needs, and any response to the community by the Bank.

2021 None

2022 SEE ATTACHED

2023 None



June 30, 2022

Submitted online at FDIC.gov
The Honorable Martin Gruenberg
Acting Chairman
Federal Deposit Insurance Corporation
1776 F Street, NW Washington, DC 20006

Re: Community Reinvestment Act examination of Transportation Alliance Bank

Dear Mr. Gruenberg:

Accountable.US, Americans for Financial Reform, Center for Responsible Lending, Consumer Action, Consumer Federation of America, National Consumer Law Center (on behalf of its low income clients), Public Citizen, US PIRG and the Woodstock Institute submit these comments in connection with the Community Reinvestment Act (CRA) examination of **Transportation Alliance Bank (dba TAB Bank)**. TAB Bank serves as a rent-a-bank, nominally originating predatory loans at rates up to 189% APR for Duvera Billing Services, dba EasyPay Finance, to help EasyPay evade state interest rate laws. An analysis of complaints about EasyPay loans raise serious concerns about extensive consumer harm and potential violations of federal and state consumer protection statutes. Given the information presented, the undersigned request that FDIC downgrade TAB Bank on its Community Reinvestment Act Exam.

I. Introduction

The Community Reinvestment Act requires that banks meet the convenience and needs of the communities they serve. In assessing whether TAB Bank is appropriately serving its communities, the FDIC should consider not merely access to credit but also the quality of credit extended. Predatory credit at high interest rates that borrowers cannot afford to repay, credit designed to evade state interest rate

laws, credit that is the result of deceptive practices, and credit that leads to violations of debt collection, credit reporting, and other laws does not meet the convenience and needs of communities.

TAB Bank must be assessed based on the full scope of the credit it extends, including credit that it extends through partnerships with third parties. Under FDIC Guidance, banks are responsible for the risks arising from third-party relationships “to the same extent as if the activity were handled by the institution.”¹ Thus, TAB Bank’s CRA examination should consider the harm and potential legal violations inflicted through the third-party lending for which it is responsible.

The EasyPay website states that, in several states, loans are “made by Transportation Alliance Bank.”² Contracts in these states identify the bank as the lender and state that EasyPay is “the company hired by the bank to help originate and service the loan.” Thus, EasyPay is acting on the bank’s behalf, the bank is responsible for its conduct, and that conduct must be considered in assessing TAB Bank’s performance.

TAB Bank is helping EasyPay Finance make usurious loans **that it could not legally make directly**. Most states have interest rate limits to stop predatory lending. But predatory lenders like EasyPay Finance try to evade state laws by laundering their loans through banks, which are exempt from state rate caps. “Rent-a-bank” schemes are of questionable legality, and EasyPay should be viewed as the true lender and thus in violation of state law.

Only a few rogue banks are willing to front for predatory lenders. One of these predatory “rent-a-banks” is TAB Bank, which is chartered in Utah and supervised by the FDIC. TAB Bank helps EasyPay Finance charge up to 189% on loans offered through stores nationwide, including auto mechanics, furniture stores, and pet stores.³ In states that do not allow its predatory interest rates, EasyPay launders its loans through TAB Bank so that it can charge exorbitant rates it cannot legally charge directly. In other states, EasyPay extends credit directly in its own name, often as a retail installment sale.⁴

Hundreds of consumers have complained about EasyPay. Complaints raise serious concerns about extensive consumer harm and potential consumer protection law violations.

Consumers are often outraged when they discover that they are being charged high interest rates that are unlawful in their states and that make it nearly impossible to repay even relatively small debts. The following complaints have been reported to the CFPB:⁵

¹ Federal Deposit Insurance Corporation (2008, June 6), Guidance for Managing Third-Party Risk. FIL-44-2008, <https://www.fdic.gov/news/financial-institution-letters/2008/fil08044a.html>.

² <https://www.easypayfinance.com/>.

³ See https://findastore.easypayfinance.com/web?p=ww0Jgh8mIXLc92ARiufLOA%3D%3D&_ga=2.40483042.175181937.1656456600-1006976108.1656274409.

⁴ See National Consumer Law Center (NCLC), High-Cost Rent-a-Bank Watch List, <https://www.nclc.org/issues/high-cost-small-loans/rent-a-bank-loan-watch-list.html>. EasyPay generally extends credit directly in states that do not cap the rates on retail installment sales contracts (RISCs) and originates loans through TAB Bank in states that have rate caps for RISCs. See Appendix C, Summaries of State Retail Installment Sales Acts, NCLC, Consumer Credit Regulation (3d ed. 2020), updated at library.nclc.org.

⁵ All complaints listed in this document appear unedited, in the words of consumers, and as published in the CFPB database.

I was making payments on this account and began wondering why the balance wasn't going down. I reviewed the contract and realized the interest rate is 169 % which according to Maryland Law, is illegal. This interest rate needs to be reduced. No one could ever pay this off! (CFPB ID# 5331473)

The company name is XXXX with the website XXXX appears in my credit report as Duvera. The interest rate is 151.97 %. From the {\$1000.00} dollars I owed when I bought the dog in XX/XX/2018, I owe approximately {\$980.00} though I have paid always on time with an autopay plan every two weeks all this time for {\$65.00} each payment. This means that a total of XXXX has been paid until today. But I still owe about the same. I do not deserve this usury high interest. It is against the law in out state. Florida Usury Laws Under Florida statutes, usury is defined as the charging (whether paid or not) of interest that exceeds 18 percent on loans, lines of credit, advances of money or any obligation of amounts up to {\$500000.00}, and that exceeds 25 percent for transactions involving amounts totaling more than {\$500000.00}. Source: CFPB #3255685

....I have been retaliated upon for I believe paying the account off in full and avoiding the exorbitant and illegal interest (according to Virginia code max interest rate on consumer installment loans is 35 %)... Source: CFPB # 5368531

On XX/XX/XXXX, I went into XXXX XXXX in hopes of purchasing a cocker spaniel. I could not afford the price they were charging so they offered to finance the dog. I filed the paperwork for the loan using their in house lending agent. After filing the paperwork and reviewing it I found that I am being charged 151.97 % which is five times the legal limit of 30 % that can be charged in New Jersey as per Section 2C:21-19 - Wrongful credit practices and related offenses. Source: CFPB #3124661

The fact that TAB Bank is helping a predatory lender to evade the law and make predatory loans that cannot legally be offered directly should be enough on its own to downgrade the bank. But the problems with the TAB Bank/EasyPay loans are even more extensive.

An analysis of complaints about EasyPay loans shows a pervasive pattern of conduct that has caused severe consumer harm and has a high potential of violating laws governing unfair, deceptive, and abusive practices, debt collection, credit reporting, electronic fund transfers, and even know-your-customer laws.

The sample complaints included in this comment letter come from states where EasyPay lends through TAB Bank.⁶ Additional complaints about EasyPay's auto repair loans and pet store loans are analyzed in two reports attached to this comment.⁷ A full list of all complaints about EasyPay to the CFPB can be

⁶ According to EasyPay's website, loans are made by TAB Bank, "which determines qualifications for and terms of credit," in the following states: Alabama, Arkansas, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, New Jersey, New York, North Carolina, Ohio, Oklahoma, Rhode Island, South Carolina, Tennessee, Texas, Vermont, West Virginia and Wyoming. See <https://www.easypayfinance.com/privacy-policy/> (last visited June 26, 2022).

⁷ See Stop the Debt Trap, Predatory Auto Repair Loans by TAB Bank and EasyPay Finance (May 2022), https://www.nclc.org/images/pdf/high_cost_small_loans/Rpt-TAB_Auto_Repair-5.11.22.pdf, attached as

downloaded from the CFPB's website.⁸ In addition, many other complaints about EasyPay loans can be found on the websites of the Better Business Bureau,⁹ Ripoff Report,¹⁰ Yelp,¹¹ WalletHub,¹² and other sources. Although some of the complaints come from states where EasyPay does not lend through TAB Bank, they illustrate the pattern of conduct that pervades all of EasyPay's operations, including those in partnership with TAB Bank.

II. Unfair, Deceptive or Abusive Practices

From a federal standpoint, the Dodd-Frank Act prohibits unfair, deceptive, and abusive practices¹³ and the Federal Trade Commission Act prohibits unfair and deceptive practices.¹⁴ Both statutes apply to TAB Bank and its agents.

Similarly, most states have statutes to protect their residents against unfair, deceptive, or unconscionable practices and some of those statutes also prohibit abusive practices.¹⁵ State UDAP laws and laws against unconscionability apply to state-chartered banks, especially banks like TAB Bank that do not have branches outside their home state.¹⁶

EasyPay offers a full interest rebate if loans are repaid in 90 days (along with a \$40 "processing fee")¹⁷ and consumer complaints reveal that store clerks push the "same as cash" payment plan and many consumers do not even realize that the credit bears interest or what the interest rate is. Consumer

Appendix A; Stop the Debt Trap, Predatory Puppy Loans by TAB Bank and EasyPay Finance (Feb. 2022), https://www.nclc.org/images/pdf/high_cost_small_loans/IB_Easypay_Puppy_Loans_Feb22.pdf, attached as Appendix B.

⁸ Complaints through June 28, 2022 can be downloaded at https://www.consumerfinance.gov/data-research/consumer-complaints/search/api/v1/?company=Duvera%20Billing%20Services%2C%20LLC&date_received_max=2022-06-28&date_received_min=2011-12-01&field=all&format=csv&no_aggs=true&size=303&sort=created_date_desc.

⁹ See <https://www.bbb.org/us/ca/carlsbad/profile/consumer-finance-companies/easypay-finance-1126-20004961> (269 complaints in last three years).

¹⁰ See https://www.ripoffreport.com/reports/specific_search/duvera.

¹¹ See <https://www.yelp.com/biz/easypay-finance-carlsbad-4?osq=duvera+billing> (89 reviews averaging 1 star out of 5).

¹² See <https://wallethub.com/profile/easypay-finance-13983228i>.

¹³ 12 U.S.C. § 5531.

¹⁴ 15 U.S.C. § 45(a)(1).

¹⁵ See generally NCLC, *Unfair and Deceptive Acts and Practices* (10th ed. 2021), updated at library.nclc.org.

¹⁶ While state-chartered banks are entitled to the same interest rate exportation rights as national banks, they do not have the same broad preemption rights with respect to other laws except when they are operating out of an out-of-state branch. The FDIC has explained that "the preemption provided by section [12 U.S.C. § 1831a(j)] only operates with respect to a branch in the host state of an out-of-state, state bank. By its terms section [12 U.S.C. § 1831a(j)](1) ... would not apply if the out-of-state, state bank does not have a branch in the host state." Federal Deposit Ins. Corp., Proposed Rules, Interstate Banking; Federal Interest Rate Authority, 70 Fed. Reg. 60,019, 60,025 (Oct. 14, 2005). Moreover, even as to national banks, state UDAP laws are not generally preempted. See Office of the Comptroller of the Currency, *Exploring Special Purpose National Bank Charters for Fintech Companies* at 5 (Dec. 2016), <https://www.occ.gov/publications-and-resources/publications/banker-education/files/exploring-special-purpose-nat-bank-charters-fintech-companies.html>. ("the OCC has taken the position that state laws aimed at unfair or deceptive treatment of customers apply to national banks.").

¹⁷ See <https://www.easypayfinance.com/customers/>.

complaints about TAB Bank/Easy Pay/Duvera describe the following practices that might involve unfair, deceptive, abusive, or unconscionable practices:

- Making deceptive statements or misrepresentations regarding the terms of their agreements, including concealing the high interest rates or making other misrepresentations about the payment terms
- Making it difficult for consumers to exercise the interest-free option for loans repaid in 90 days, including by revoking the offer when payments are late or the correct amount is not repaid on time due to errors, misrepresentations or changes made by EasyPay
- False statements or misrepresentations on credit applications
- Making loans that consumers cannot reasonably be expected to repay in full on their terms, including by falsifying information on applications and through payments that go heavily to interest and take much longer to pay off than consumers expect¹⁸

Just a sampling of the problems that consumers describe include:

I signed up for a financing company to finance engine work done to my car. When i was signing up i was told that the have a 90 day pay off before they apply interest rates. I was also told that it would be 21 % after i signed up. I made 4 months of payments and ... i was informed that i have a 199 % interest rate which i never agreed on or signed up for. I was never informed or it was never documented that i would have that interest rate. Source: CFPB #2566311

I purchased a living room set.... I made a down payment of {\$460.00} on XX/XX/XXXX. Financing the remaining {\$1500.00} ... The agreement was {\$180.00} per month for 3 months only to pay a {\$40.00} fee if loan ({\$1500.00}) is paid off in it 's entirety. I made 2 payments ({\$180.00} each) ... I realized I was unable to pay the remaining balance of {\$1100.00} in it 's entirety within the 90 days. I go back to my contract to review terms and conditions to realize I 'm going to Incur an exuberant interest rate of 130 % on the remaining balance. I did contact the lending company to verify this rate being accurate as the representative confirmed it was and that it was ok for them to charge me this ridiculous interest rate. XXXX XXXX XXXX where I purchased the set from actually filled out information online (sight unseen) on my behalf only asking me to confirm certain basic information such as name address bank account info excreta. I would have never guessed I was being set up for usury, because I would have never signed up for a 130 % interest agreement. This was never brought to my attention quite naturally because they would n't have gotten the sale.... Source: # 2774318

Bottom line they do not own up to their mistakes they made the mistake and charged me twice in one day I asked them to correct it because it threw me in overdraft. They inform me that they will correct it but because there's a return there's a return fee the money's being returned I will no longer be allowed in the 90 day same as cash. This is their mistake not mit's not mine but yet I am being penalized is penalized because I'm not allowed in the 90 days same as cash that means

I can't pay it off without the humongous interest rates. This is not what I call customer service you don't make the customer suffer because you made an error. Source: Yelp, #191¹⁹

I took my car to a place to be repaired. I needed a transmission. I applied for credit to get the repairs done and when it was approved and the amount, it did not have the interest rate on the paper at the time. I had no idea what the interest fee would be until my car was repaired and ready to be picked up ... I will be paid back over {\$6000.00} by the end of the 24 months. My credit was not perfect but this amount is ridiculous, and they do not disclose the interest rate until after the car is completely repaired because they know SOME people need their transportation, and this allows repairs to be done in a way that seems easier for people with not so perfect credit. Source: CFPB #2926632

Duvera Billing Services is incorrectly reporting a debt in the amount of {\$1000.00}. Their records show an account was established on XX/XX/2015 for an Installment Sales Contract loan. Their records show that 13 % of payments were made as they automatically deducted the amounts from checking account after numerous attempts to change payment terms, frequency and amount. I was told I could change the billing frequency and due at any time and then was told nothing could be changed. Upon review of the application and credit report, I determined that the loan was granted because the store fabricated information in the app to get me to qualify for the Installment Sales Contract. They lied and said I was a manager and changed income amount from what I reported. I saw they misspelled my employer name and lied and said I was a manager when in fact a Host. The store advertises everyone approved because they are adding things to consumer apps to get them qualified for a Installment Sales Contract and are not properly explaining the repayment terms and are doing business unethically.... The collection could have been avoided if I was not lied to about being able to change payment arrangement due dates and frequency. Source: CFPB #3024895.

Our car had a problem with the brakes, and we didn't have the money to afford the payment in cash, and our credit card did not have enough credit limit to make the payment. The person in the place (XXXX XXXX XXXX XXXX) offered to contact a lender and immediately we got approved Follow the approval announcement, the guy asked me my phone number, and I did receive the notification of the approval, and I gave out my bank account information to set up the monthly payments, which we did understand. We thought that the interest rate couldn't be higher than 30 % or so. I did ask the guy if they will send the contract detail by mail, and he said that I should be receiving it in two or three days that never happened. Today, since they did not email any statements or detail contract, and we wanted to pay off I contact them, and I was very frustrate and surprise when they informed me that the amount was almost the same after we make several payments that in theory should cover the full amount plus the interest rate of 30 %. We never get the figure of " get money today and pay tomorrow." The terms and conditions were not clear, and we did not get notify in any way. They mentioned today that they sent an email with the contract, but we never got it, and they did not mail any monthly statements or even

¹⁹ <https://www.yelp.com/biz/easypay-finance-carlsbad-4?start=10>.

emails with the information of the payments. Just right now we knew that we have to pay 189.00 % in interest rate, when we expected to pay off the full amount. Source: CFPB #1465936

My wife and I used a company called XXXX XXXX to rebuild an engine on our vehicle. Because the amount was more than we could afford to pay up front, XXXX XXXX suggested we use their finance company called XXXX XXXX XXXX. I applied for the credit on XX/XX/2018 and was approved for the 90 day same as cash. Yesterday (XX/XX/2018) my first payment came due for XXXX XXXX to withdraw the agreed amount from my bank account. At XXXX I received a text stating they need my help regarding a returned payment. I called them back and they said because I gave them the wrong debit card number I no longer qualify for the 90 same as cash. The card number was correct except the very last number instead of a XXXX it should have been a XXXX. I did not fill out the information on the application it was done over the phone with the guy from XXXX XXXX. He told me he already had my correct debit card number because I gave it to him to pay for the application fee. I also have two receipts showing that he had the correct debit card number because he used it to charge a {\$500.00} deposit and to run the {\$90.00} application fee. He then emailed the contract for me to review and digitally sign, which I did. However I did not see the mistake when I reviewed it. I knew nothing about the input error and have tried to correct it. I have talked to three different people people at XXXX XXXX XXXX and they refuse to honor the 90 same as cash. Source: CFPB # 2882991

Took our loan of {\$2500.00} with biweekly payments of {\$130.00} to pay for transmission through ... who uses a company called easy pay to finance. We struggled to make these payments biweekly and were able to come up with the payoff amount given verbally of {\$2400.00} in ... We then starting receiving messages around ... that the interest had continued to accrue as we did not pay the entire amount off despite being quoted that. We attempted several times to settle but the amount wanted was too high. Now they are asking for over {\$1900.00} just in interest payments. I have sent three debt validation letters with no response, the last with the address given on my credit report, the letter was returned address not known, unable to forward. We never wanted to finance a transmission and could not afford to do anything but finance due to transportation needs. This company took advantage of us, we called and were given a payoff amount the money was immediately sent. Source: CFPB #3165765

I purchased a puppy from XXXX and of course I financed the puppy. XXX ran my credit and came back immediately saying I was financed. What they didn't tell me was that Easy Pay Finance charges 180% interest. The very next day Easy Pay Finance called me and said my payments were wrong. I originally was supposed to pay \$175 but they changed the payment to \$294. My puppy was supposed to cost \$2500 now cost almost \$7000 through Easy Pay. Do not now or ever use this company. They sent me a statement saying that I could use their website but I cannot get into the site. This company is a HUGE ripoff! Source: Ripoff Report #1363992 Easy Pay Finance is a rip-off save yourself the time and trouble of being cheated by this scandalous company. I exceeded the minimum payments and got all the way down to the last one then, Easy Pay decided to do away with my 0% interest promotional rate and charge me 95.98 % interest on a \$1,500 loan! I called and tried to reason with the representatives who were completely unhelpful, unprofessional, and seemed to take pleasure in exacting more than was necessary to pay my loan off.

They wanted a statement from my bank to reinstate the promotional offer. But, wanted it from a specific date and not the one that is provided on a monthly basis. Then, when I explained that I can't just get a statement from any arbitrary date they said they wanted to speak with a representative from the bank! So, now I look like a crazy person calling the bank to connect them with a representative from EasyPay so that we can reinstate the promotional offer which doesn't expire until 06/18/2020.

When I called the last representative with the teller from my branch the lady from Easy Pay told me, "We don't have to work with you! If you get the statement from the day I told you will reinstate the promotional offer if not too bad you're responsible for the balance."

I've dealt with scam artists like this before so I immediately filed a complaint with the Illinois Attorney General hopefully he will run them out of the state of Illinois so that they will not attempt to rip off other people. Source: Yelp (6/17/2020)

III. Debt Collection and Credit Reporting

Due to the questionable underwriting, high interest rates and deceptive practices detailed above, it appears that a significant number of borrowers of TAB Bank/EasyPay loans struggle to repay their loans. As a result, a large number of these borrowers are likely to be subject to debt collection activities and reporting of defaulted debt. In addition, many consumers have complained about efforts to collect or report debts that they say are not theirs. Complaints indicate that some of these activities may potentially violate laws governing debt collection, credit reporting, or know-your-customer obligations.

a. Debt collection

The Federal Debt Collection Practices Act (FDCPA) was enacted to protect consumers from unfair, abusive and deceptive practices by debt collectors. The FDCPA requires, among other things, that debt collectors refrain from harassing consumers, making inappropriate threats, or misrepresenting the alleged debts owed. Although the FDCPA does not apply to first-party creditors like TAB Bank or to servicers like Duvera, such conduct also generally constitutes a violation of federal and state UDAP laws that do apply to TAB Bank and Duvera.²⁰

Moreover, some state debt collection laws cover creditors and servicers,²¹ and debt collection laws are not generally preempted by federal banking regulations.²² Creditors can also be liable under state agency law for the actions of their collectors and servicers.²³ EasyPay claims to be a servicer for TAB Bank, and thus the bank is responsible for its conduct.

One-third of the Duvera complaints submitted to the CFPB (108 out of 302) were coded by the consumer as being about debt collection.

²⁰ See CFPB Bulletin 2013-07, Subject: Prohibition of Unfair, Deceptive, or Abusive Acts or Practices in the Collection of Consumer Debts (July 10, 2013), https://files.consumerfinance.gov/f/201307_cfpb_bulletin_unfair-deceptive-abusive-practices.pdf; NCLC, Unfair and Deceptive Acts and Practices § 6.10.

²¹ See NCLC, Fair Debt Collection § 16.2.3.3.1 (10th ed. 2022), updated at library.nclc.org.

²² See *id.* § 16.1.2.

²³ See generally *id.* § 11.4.4.5.

Here are a few examples that consumers relate about their debt collection experiences with Duvera Billing to the CFPB:

I went to a puppy shop bought a shih Tzu and was told everything was ok with the dog I advise after the vet came to my home from there shop the dog was acting funny and it wouldn't eat and was basically laying around not full of energy. So I took the dog to the vet they advise they would need to do a serious of test that would cost me over a {\$1000.00}. "I than went the animal care and control to have the puppy look at and they gave a shot of antibiotic to see if that would help I than paid for blood work for {\$280.00} the vet advise I should take o dog back I call them while there and they said you only have 2 days to return the dog. That is not a enough time to see if a puppy would get sick and die. After the puppy was found laying outside of the cage with light breathing I was force to take him to XXXX XXXX for cremations me and my XXXX old daughter was devastated from all this with a puppy that was apart our family. I than began getting phone calls from a gentleman about making payments I advise I never got a call back from this puppy place and now you want me to pay with a 30 % interest rate maybe more so I told him if he send something writing to accept {\$1000.00} I would pay it and be done never herd from again. One evening starting getting calls from this guy again when I told him in writing cease all calls he went to calling from different numbers saying I'm calling them which was false I want to make complaint and investigation on this company as well as the 3 Credit bureaus for not given me proof to validate this date with a contract and payments that were paid into this account and why are the credit bureaus still reporting late payment when the account is charge off..." I have been falsely threatened and accused by this debt collection company less threatened to tell coworkers or file legal action that could result in criminal prosecution. Source: CFPB #3153548

Duvera Financial has been reporting my account as past due monthly although this account is in the collection phase. I have complained previously about predatory lending practices such as excessive calls and being harassed about a debt that I did not agree to. The interest rate and continuous fees were not explained to me properly and I feel that this lender should not be in business. The bill of {\$1500.00} has ballooned to over {\$7000.00}. In this climate, those fees are ridiculous. In addition, the account is being reported as open and past due with is incorrect. Please remove this account from my credit report." Source: CFPB# 5075456I took a loan with ... on ... when I need necessary car repairs and had no other options. I signed an agreement and tried my best to make bi-weekly payments of {\$71.00} ... I sent an email to the customer service dept. explaining I was having difficulty making the payments and could they please lower the interest rate or work with me to make smaller payments so I could pay back the money faster. They refused and I have been bombarded with text messages, and calls ever since. "A recent text message offered me the chance to get my account back on track if I paid {\$10.00} and then set up a once a month payment. I paid {\$10.00} ... and then had set up a payment of {\$100.00} on ... and thought from what the email indicated they would be taking a {\$100.00} payment per month going forward. However, they took {\$71.00} on ... and tried to take the additional {\$100.00} on top of that. I have contacted my bank to stop any further EFT withdrawals from this company as they seem to do what they want and I can not afford to have unexpected withdrawals from my account. I feel like this company is taking advantage of people who have

no other means of getting assistance to pay for unexpected expenses and are just setting people up to fail with charging almost 100 % interest rate!!! Source: CFPB#3279950

b. Fair Credit Reporting Act

When creditors like TAB Bank (directly or through servicers) report information to credit bureaus, the Fair Credit Reporting Act (FCRA) imposes requirements on furnishers to provide accurate information, to respond to consumer disputes, to conduct reasonable investigations, and to promptly correct inaccurate information.²⁴

About a quarter (70 out of 302) of the Duvera complaints filed with the CFPB were coded by the consumer as being about credit reporting. Consumer complaints suggest that TAB Bank or its agents have:

- Reported loans that were paid off
- Reported loans that were fraudulently opened as a result of identity theft or failure to obtain valid electronic signatures
- Reported incorrect information
- Reported debts for items that were returned
- Failed to respond to consumer disputes, to conduct reasonable investigations, or to promptly correct inaccurate information

Consumers describe their experiences as follows:

I was a victim of identity theft while living in XXXX, Virginia. On or around this time, an account was opened in my name with a company called DUVERA. This original loan amount was {\$2400.00}, and has now climbed up to {\$7600.00}. I didn't notice this account until it came up on my credit report. After I was aware of this fraudulent account, I called the credit reporting agency and was told to contact the company at the number listed in the credit report, which I did. This was after I disputed the account with XXXX. They argued with me that the account was in fact mine and there was nothing I could do but pay for this account that I have no knowledge of. At this point, I have done everything that I know to do and i still have this on my credit report. Any assistance that you could give would be greatly appreciated. The account is not my account and I have never had any business with Duvera/ XXXX XXXX XXXX. I sent a letter regarding this debt collection attempt to this company indicating that this debt is not mine and that I am a victim of identity theft I have made attempts to get this situation resolved due to the fact that I have no knowledge of the debt owed. I have requested verification and validation of the debt owed including a legitimate signature and state issued ID validating that I authorized this account. I have attached a copy of my ID Theft report and letter. Source: CFPB #4150750

On XX/XX/XXXX, I obtained an installment loan from XXXX XXXX to fund my vehicle repair from XXXXXXXX XXXX XXXX XXXX ...The first payment processed on XX/XX/XXXX and subsequent payments were made via auto payment twice every month. While all payments were made and processed including extra and irregular payments, XXXX XXXX has reported to the credit bureau that the account is past due 30 days. The fact is that the account is actually paid in Full. While I

²⁴ See generally NCLC Fair Credit Reporting, Ch. 6 (9th ed. 2019), updated at library.nclc.org.

have attempted to resolve this in phone calls with XXXX XXXX, but have been unable to do so...
Source: CFPB ID# 5368546

I disputed the account and ask that they validate this account, and they fail to respond to the action. The law states they have 30 days to do so if not or over the 30 days this account must be removed from the credit file and in this case, they fail to respond to the matter. It has been over 30 days with no response, and I did not open or authorize this account, and I therefore request that it be closed immediately. By the federal law requirement this account must be removed because you do not have proof or any evidence to support this matter and failure to respond.
Source: CFPB #5067618

c. Know Your Customer and Electronic Signature Laws

A significant number of the CFPB complaints about debt collection or credit reporting problems with Duvera loans allege that the debts were the result of identity theft or otherwise belonged to someone else. Two-thirds of the debt collection complaints fall into those categories, as do about a third of those coded as credit reporting.

These problems stem may stem from fraud committed by the store employees or mechanics who completed loan applications on electronic tablets and either improperly signed for the consumer or induced the consumer into electronically signing without realizing that they were taking out a loan. Several complaints reference this type of pattern. To the extent that these third parties were helping to originate loans in the name of TAB Bank, they were agents of the bank and the bank is responsible for their conduct.

In addition to the debt collection and credit reporting laws discussed above, other laws are implicated by these complaints. Under the Bank Secrecy Act and related amendments and regulations, banks have an obligation to “know-your-customer” (KYC). KYC obligations apply to all accounts, including credit accounts.²⁵ Failure to adequately confirm the identity of the borrowers of loans originated in the name of the bank would be a KYC violation.

In addition, if the consumer did not complete a valid electronic signature for the loan agreement, there is no valid contract. In that case, debits against the consumer’s bank account arguably amount to conversion. Efforts to collect or report debts not owed by the consumer, or failure to adequately respond to disputes about the debts, could also be debt collection or credit reporting violations, as discussed above.

Here are some examples of the Duvera complaints that discuss loans that the consumer did not incur:

Numerous times I have contacted both the collection company and the credit reporting agencies that incorrectly report this account that is clearly identity theft. I have never chosen to do business with this company and when I called them to report the identity theft as most collection companies do, they laughed it off.

²⁵ Section 3261 of the USA PATRIOT Act and regulations thereunder require banks to have a Customer Identification Program (“CIP”) to verify the identity of each customer who opens an account. 31 C.F.R. § 1020.220(a)(2). “Account” includes “a credit account, or other extension of credit.” 31 C.F.R. § 1020.100(a)(1).

As required by the FCRA and identity theft laws This account should be reported as identity theft and removed immediately from all credit bureaus and less the company can miraculously provide definitive proof the count to belongs to me. Source: CFPB #2817654 (2018)

The account is not my account and I have never had any business with Duvera/XXXX Pay XXXX. I sent a letter regarding this debt collection attempt to this company indicating that this debt is not mine and that I am a victim of identity theft I have made attempts to get this situation resolved due to the fact that I have no knowledge of the debt owed. I have requested verification and validation of the debt owed including a legitimate signature and state issued ID validating that I authorized this account. I have attached a copy of my ID Theft report and letter. Source: CFPB# 4577096

I was a victim of identity theft while living in XXXX, Virginia. On or around this time, an account was opened in my name with a company called DUVERA. This original loan amount was {\$2400.00}, and has now climbed up to {\$7600.00}. I didn't notice this account until it came up on my credit report. After I was aware of this fraudulent account, I called the credit reporting agency and was told to contact the company at the number listed in the credit report, which I did. This was after I disputed the account with XXXX. They argued with me that the account was in fact mine and there was nothing I could do but pay for this account that I have no knowledge of. At this point, I have done everything that I know to do and i still have this on my credit report. Any assistance that you could give would be greatly appreciated. Source: CFPB ID# 4150750

I contacted XXXX XXXX XXXX/Duvera Billing via phone and email to dispute a fraudulent account listed on my credit report. I provided their company my FTC Identity Theft Report and Police Report along with my dispute. Within 3 hours of sending the email I received what seems to be a generic/templated response stating they have completed their investigation and did not find sufficient evidence to classify the account as Identity theft. I called to speak with a manager to request the details of their investigation and was told the only way to communicate with the fraud team is via email and that based on the email response I received they are not willing to remove this fraudulent account despite me providing all of the required Identity theft documentation. Source: CFPB ID# 4115054

IV. Electronic Fund Transfer Act and NACHA rules

The Electronic Fund Transfer Act (EFTA) sets out authorization requirements for preauthorized electronic fund transfers (PEFTs). Among other requirements, consumers cannot be required to repay credit by PEFTs,²⁶ and PEFTs must be authorized by a writing signed or similarly authenticated by the consumer.²⁷ Authorization is valid if it is "readily identifiable as such and the terms of the preauthorized transfer are clear and readily understandable."²⁸ The consumer must be given a copy of the authorization.

²⁶ 15 U.S.C. § 1693k (1).

²⁷ Reg. E, 12 C.F.R. § 1005.10(b).

²⁸ Official Interpretation of 10(b)-6 to Reg. E.

NACHA rules, which govern ACH payments, contain similar requirements, and also give the consumer the right to revoke authorization, and require that notice of the right to revoke and the manner in which to do so must be part of the authorization.²⁹

A PEFT that is not properly authorized, or for which authorization has been revoked, is unauthorized.³⁰

Several of the complaints against Duvera indicate potential EFTA violations:³¹

...A recent text message offered me the chance to get my account back on track if I paid {\$10.00} and then set up a once a month payment. I paid {\$10.00} ... and then had set up a payment of {\$100.00} on ... and thought from what the email indicated they would be taking a {\$100.00} payment per month going forward. However, they took {\$71.00} on ... and tried to take the additional {\$100.00} on top of that. I have contacted my bank to stop any further EFT withdrawals from this company as they seem to do what they want and I can not afford to have unexpected withdrawals from my account...Source: CFPB#3279950

I went to ... to have the brakes on my ... replace. I was informed by the Shop Manager that all four must be replaced as well as the Rotor which will cost approximately {\$940.00}. I informed the Manager that I only was able to afford to have the front brakes did. They reply by inviting me to a 90-days interest-free cash payment. Or 12 month I agreed ... I didn't realize that I was being schemed until my alleged new brake pads and rotors were squeaking I couldn't understand why this was happening. I took the car back and showed the General Manager how they deliberately downloaded my miles, they did honor that and replace both the brakes pads and rotors. My primary complaint was this company that finances the balance of the bill, my agreement was that I will make my payments by money order only I do not have any of my creditors to automatic withdraw payment from my account... "... [They] illegally withdrew from my bank account {\$80.00} ... which at that time caused my account to be overdrawn. Im a seniors citizen living on a monthly budget wherefore, I can not afford my checking account to be overdrawn. According to their monthly statement, the customer has an option to enroll in automatic payments from either your checking account or debit/credit card. I refused to participate. After researching my rights and how I can begin legal action against this company for violating my privacy and attempting to steal my identity to gain access to my bank account. That when I also

²⁹ Reg. E, 12 C.F.R. §1005.10(b).

³⁰ See, e.g., *FTC v. Health Formulas, L.L.C.*, 2015 WL 2130504 (D. Nev. May 6, 2015) (finding FTC likely to prevail on claim that defendants violated EFTA by engaging in recurring EFTs without obtaining proper written authorization or providing a copy to consumer).

³¹ See also the following complaint from Yelp, which is from Nevada, a state where EasyPay does not appear to lend through TAB Bank, but it is consistent with other complaints:

"I have never had so many issues trying to simply pay off an account in my 40 years of life. I knew better than to go past 90 days because you're not getting me for 133% interest. I don't even see how that is even legal but I went in eyes open because I knew I'd pay it off long before then and didn't want to go in my account to make one large payment; however, after going through all this- I should have pulled the 3K out and paid that way. All these headaches incurred doing "business" with DUVERA were NOT worth it.

"Since using them, I've had unauthorized payments taken from my account, my "due date changed" for attempting to make a payoff, AND almost lost my rebate due to it, because they took the payment & found out the bank used, doesn't do business with them (hmmmm wonder why???) ... so the funds had to go back. AND on top of all of that I've spent well over 8 hours combined JUST in hold-time trying to resolve these and other account issues messing with these people...." <https://www.yelp.com/biz/easypay-finance-carlsbad-4> (Henderson, NV Feb. 2, 2022).

discovered I was being overcharged interest rate. I didnt realize they were in violation of the Illinois payday loans interest rates laws. I informed ... that I appreciate if they would return the funds right away which per my conversation ... I was informed to fax a copy of the bank transaction which I did. Today ... they inform me my funds won't be available for at least 6-10-days. I requested 48 hours. They went into my account electronically they can refund my account electronically." Source: CFPB #3042132

V. Military Lending Act

The Military Lending Act (MLA) limits the interest rate on loans to active duty servicemembers and their dependents to 36% APR, including fees. The MLA applies to banks like TAB Bank. The MLA exempts purchase money loans that are secured by the personal property purchased.³²

Active duty servicemembers have complained about the high rates on some Duvera loans.³³ It is not clear if TAB Bank was associated with these loans, as Duvera lends directly in some states, or the loans may have been made before the TAB Bank-Duvera partnership began. It is also not clear if some of these loans fall under the MLA exception for secured purchase money loans. A loan for a puppy, if secured by the puppy, might fall within that exception. A loan for an auto repair that cannot be returned should be covered by the MLA, as any "security" would be fictitious.

While we cannot determine based on the limited information we have whether TAB Bank or its agents have violated the MLA, the risk is high given the high interest rates, the origination practices involving store clerks and auto mechanic who are unlikely to be trained or supervised, and the use of agreements executed on electronic tablets that the consumer may not have themselves filled out or even signed. The FDIC should evaluate whether TAB Bank is complying with the MLA as part of the analysis of whether it is meeting the convenience and needs of the military community.

VI. Conclusion

The FDIC should downgrade TAB Bank's CRA rating in light of the extensive evidence of the abusive lending and potential violations of the law involving its lending program. High-cost credit that extracts wealth and burdens borrowers in debt does not meet credit needs in a responsible manner and must be penalized on CRA exams. For questions about these comments, please contact Nadine Chabrier at the Center for Responsible Lending at Nadine.Chabrier@responsiblelending.org or Lauren Saunders at the National Consumer Law Center at lsaunders@nclc.org.

Yours very truly,

Accountable.US

Americans for Financial Reform

Center for Responsible Lending

Consumer Action

³² 10 U.S.C. § 987(i)(6).

³³ See Stop the Debt Trap, Predatory Lenders TAB Bank and EasyPay Finance Harm Veterans and Military Servicemembers with Loans up to 189% (May 25, 2022), https://www.nclc.org/images/pdf/high_cost_small_loans/Rpt_TAB_Military.pdf.

Consumer Federation of America

National Consumer Law Center (on behalf of its low-income clients)

Public Citizen

U.S. PIRG

Woodstock Institute

OFFICE HOURS



Customer Service Availability

TAB Bank's customer service focuses on helping customers get the personal attention and responsiveness required for them to succeed in their respective businesses. All customer services are available at its Main Office, Monday through Friday, from 8:00 a.m. to 5:00 p.m. Mountain Time; many of these services are also available online at <http://www.tabbank.com> Although TAB Bank is not a traditional retail bank serving the general public at its office in Ogden, Utah, and does not operate a traditional bank lobby, does not solicit walk-in business, or maintains traditional branches with tellers or ATM's; the bank does offer the following customer services:

- Automated Banking available 24 hours every day of the year;
- Interactive Voice Response (IVR) customer service available 24 hours every day of the year;
- Internet Banking is available 24 hours every day of the year;
- Remote Deposit Services;
- Banking by Mail, and
- Online questions and answers

Additional information is available to the general public online at TAB Bank's website at <http://www.tabbank.com>.

SERVICE & FEES

TRUTH-IN-SAVINGS DISCLOSURE KASASA CASH BACK

Account Overview - A free variable reward checking account with no minimum balance that rewards accountholders with cash back on their debit card purchases and nationwide ATM withdrawal fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle.

Purpose and expected use of accounts – This account is intended to be the accountholder's primary checking account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled.

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

TAB Bank reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different checking account or closed altogether. We also reserve the right to convert the account to a different checking account if the account does not have a consistent active use over 3 consecutive Statement Cycles.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted, and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A TAB Bank check for the remaining balance, if applicable, will be mailed to the accountholder at the address indicated on our current records. Upon termination of your Kasasa Cash Back account, any optional add-on products / services associated with this account will also be terminated at the same time.

Rate Information – Kasasa Cash Back accounts do not earn interest on deposit balances. Rates and rewards are variable and may change after account is opened without notice to you. No minimum balance is required to earn or receive the account's rewards. Rewards less than a penny cannot be distributed. You will automatically qualify for the account's rewards during your account's first statement cycle.

Effect of closing an account - If you close the account before rewards are credited, you will forfeit the rewards.

Minimum balance to open the account – There is no minimum balance required to open the account.

Qualifications to obtain the ATM fee reimbursements and cash back – Reward Qualifications - To earn your rewards disclosed for your Kasasa Cash Back account, the following

enrollments must be in place and all transactions and activities must post and settle to your account during each Monthly Qualification Cycle:

- At least 1 direct deposit, ACH payment, or bill pay transaction
 - At least 15 debit card purchases, each \$5.00 or more
- Account transactions and activities may take one or more days to post and settle to the account and all must do so during the Monthly Qualification Cycle in order to qualify for the account's rewards.

The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases less than \$5.00, debit card purchases processed by merchants and received by our bank as ATM transactions, non-retail payment transactions and purchases made with debit cards not issued by our bank. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

"Monthly Qualification Cycle" means a period beginning one (1) banking day prior to the first day of the current statement cycle through one (1) banking day prior to the last business day of the current statement cycle.

"Statement Cycle" means the period of time for which our bank provides a summary of the financial activities and transactions that post and settle to the accountholder's account.

Reward Information:
When Kasasa Cash Back qualifications are met during a Monthly Qualification Cycle, you will receive 1.00% cash back on debit card purchases that post and settle to the account during that cycle period. A maximum of 1 cash back payments may be earned per Monthly Qualification Cycle.

You will receive reimbursements up to an aggregate total of \$15.00 for nationwide ATM withdrawal fees incurred within your Kasasa Cash Back account during that Monthly Qualification Cycle. We reimburse ATM withdrawal fees based on estimates when the withdrawal information we receive does not identify the ATM withdrawal fee. If you have not received an appropriate reimbursement, we will adjust the reimbursement amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction.

Cash back payments and nationwide ATM withdrawal fee reimbursements will be credited to your Kasasa Cash Back account on the last day of the current statement cycle.

When reward qualifications not met – When your Kasasa Cash Back account qualifications are not met, no cash back payments are made and ATM withdrawal fees are not refunded.

Account approval, conditions, qualifications, limits, timeframes, enrollments, log-ons and other requirements apply. No minimum deposit is required to open the Kasasa Cash account. Enrollment in E-Statements is a condition of this account. Limit of 1 account per Social Security Number (SSN). There are no recurring monthly maintenance charges or fees to open or close this account. This account is not to be used for commercial purposes. If the account is closed, you will forfeit any rewards that have not been credited to your account.

Contact one of our bank service representatives for additional information, details, restrictions, reward calculations,

processing limitations, cycle dates and enrollment instructions. Kasasa Cash is a trademark of Kasasa, Ltd., registered in the U.S.A.

Cycle Date Information:
The following dates apply to your Kasasa Cash Back account. Our Monthly Qualification Cycle dates are not the same as our Statement Cycle dates. To qualify for your account's rewards, all of the transactions and activities identified within the above Qualification Information section must post and settle to your Kasasa Cash Back account with these Monthly Qualification Cycle dates.

The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our bank as ATM transactions, non-retail payment transactions and purchases made with debit cards not issued by our institution. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

Mo. Yr.	Begin	End	Monthly Qualification Cycle		Statement Cycle	
			Begin	End	Begin	End
Jan 2020	12/31/19	1/30/20	1/1/20	1/31/20		
Feb 2020	1/31/20	2/27/20	2/1/20	2/29/20		
Mar 2020	2/28/20	3/30/20	3/1/20	3/31/20		
Apr 2020	3/31/20	4/29/20	4/1/20	4/30/20		
May 2020	4/30/20	5/28/20	5/1/20	5/31/20		
June 2020	5/29/20	6/29/20	6/1/20	6/30/20		
July 2020	6/30/20	7/30/20	7/1/20	7/31/20		

Aug 2020	7/31/20	8/28/20	8/1/20	8/31/20
Sept 2020	8/29/20	9/29/20	9/1/20	9/30/20
Oct 2020	9/30/20	10/29/20	10/1/20	10/31/20
Nov 2020	10/30/20	11/27/20	11/1/20	11/30/20
Dec 2020	11/28/20	12/30/20	12/1/20	12/31/20
Jan 2021	12/31/20	1/28/21	1/1/21	1/31/21
Feb 2021	1/29/21	2/25/21	2/1/21	2/28/21
Mar 2021	2/26/21	3/30/21	3/1/21	3/31/21
Apr 2021	3/31/21	4/29/21	4/1/21	4/30/21
May 2021	4/30/21	5/27/21	5/1/21	5/31/21
June 2021	5/28/21	6/29/21	6/1/21	6/30/21
July 2021	6/30/21	7/29/21	7/1/21	7/31/21
Aug 2021	7/30/21	8/30/21	8/1/21	8/31/21
Sept 2021	8/31/21	9/29/21	9/1/21	09/30/21

Oct 2021	9/30/21	10/28/21	10/1/21	10/31/21
Nov 2021	10/29/21	11/29/21	11/1/21	11/30/21
Dec 2021	11/30/21	12/30/21	12/1/21	12/31/21



Rev 05/20

FEE SCHEDULE



TAB SAVE ACCOUNT

TRANSACTION FEES

Outgoing Wire	\$30
Cashier's Check	\$15
Stop Payment	\$25
Returned Deposit Items	\$30
Same Day ACH Payment	\$1
Returned Item	\$30 per item \$150 daily max

OTHER FEES

Account Record	\$5
Account Research	\$20 per hour (1 hour min)
EFS Check Registration	\$1 per 100 (\$2 minimum)
Expedited Delivery	\$.10 Handling (+shipping)

FEE SCHEDULE



MONEY MARKET ACCOUNTS

TRANSACTION FEES

Cashier's Check	\$8
Stop Payment	\$25
Returned Deposit Item	\$30
Incoming Wire	\$15
Outgoing Wire	\$30
Same Day ACH Payment	\$1
Returned Item	\$30 per item \$150 daily max

OTHER FEES

Copy of Account Records	\$5
Expedited Delivery	\$10 Handling (+ shipping)
Account Balancing/Research Assistance	\$20 per hour (1 hour min)
Legal Fee (attachments, levies, garnishments)	\$50 each
EFS Check Registration	\$1 per 100 (\$2 minimum)
Paper Statement	\$5
Account Closure Fee	\$10

FEE SCHEDULE



CD AND IRA ACCOUNTS

TRANSACTION FEES

Returned Deposit Item \$30

OTHER FEES

Copy of Account Records \$5

Expedited Delivery \$10 Handling (+shipping)

Account Balancing/Research Assistance \$20 per hour
(1 hour min)

Legal Fee (attachments, levies, garnishments) \$50

Your Deposit Account



Truth in Savings

TRUTH-IN-SAVINGS DISCLOSURE

365 Checking Account

Rate Information - Your interest rate and annual percentage yield may change.
Frequency of rate changes - We may change the interest rate on your account at any time.
Determination of rate - At our discretion, we may change the interest rate on your account.
Compounding and crediting frequency - Interest will be compounded every day. Interest will be credited to your account every month.
Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.
Minimum balance to open the account - You must deposit \$25.00 to open this account.
Minimum balance and card transaction requirements to avoid imposition of fees - See separate fee schedule.
Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.
Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).
Fees - See separate fee schedule.

TAB Chrome Checking Account

Rate Information - Your interest rate and annual percentage yield may change.
Frequency of rate changes - We may change the interest rate on your account at any time.
Determination of rate - At our discretion, we may change the interest rate on your account.
Compounding and crediting frequency - Interest will be compounded every day. Interest will be credited to your account every month.
Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.
Minimum balance to open the account - You must deposit \$25.00 to open this account.
Minimum balance and card transaction requirements to avoid imposition of fees - See separate fee schedule.
Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.
Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).
Fees - See separate fee schedule.
High Yield Savings Account
Rate Information - Your interest rate and annual percentage yield may change.
Frequency of rate changes - At our discretion, we may change the interest rate and annual percentage yield (APY) at any time, without notice.
Determination of rate - At our discretion, we may change the interest rate on your account.
Compounding and crediting frequency - Interest will be compounded every day. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to avoid imposition of fees - No minimum balance fees.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations - Transfers from a High Yield Savings account to another account or to third parties by preauthorized, automatic, telephone, a computer transfer, a draft or similar order to third parties are limited to six per monthly statement cycle.

Fees - See separate fee schedule.

For current interest rates and APY's visit our website (tabbank.com) or call 1 (800) 355-3063.

Traditional / Roth / Coverdell IRA Savings Account

Rate Information - Your interest rate and annual percentage yield may change.
Frequency of rate changes - We may change the interest rate on your account at any time.
Determination of rate - At our discretion, we may change the interest rate on your account.
Compounding and crediting frequency - Interest will be compounded every day. Interest will be credited to your account every month.
Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.
Minimum balance to open the account - You must deposit \$25.00 to open this account.
Minimum balance to avoid imposition of fees - No minimum balance fees.
Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$25.00 in the account each day to obtain the disclosed annual percentage yield.
Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).
Money Market Account
Rate Information - Your interest rate and annual percentage yield may change.
Frequency of rate changes - We may change the interest rate on your account at any time.
Determination of rate - At our discretion, we may change the interest rate on your account.
Compounding and crediting frequency - Interest will be compounded every day. Interest will be credited to your account every month.
Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.
Minimum balance to open the account - You must deposit \$25.00 to open this account.
Minimum balance to avoid imposition of fees - No minimum balance fees.
Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations - Transfers from a Money Market account to another account or to third parties by preauthorized, automatic, telephone, a computer transfer, a check, or similar order to third parties are limited to six per monthly statement cycle.

Fees - See separate fee schedule.

Certificate of Deposit

Compounding frequency - Interest will be compounded every day.

Crediting frequency - Interest will be credited to your account monthly, quarterly or annually.

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open the account - You must deposit \$1,000.00 to open this account.

Minimum balance to avoid imposition of fees - No minimum balance fees.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations - You may not make any deposits into your account before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of 12 months or less:
The fee we may impose will equal 90 days interest on the amount withdrawn subject to penalty.

- If your account has an original maturity of greater than 12 months:
The fee we may impose will equal 180 days interest on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Withdrawal of interest prior to maturity - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Interest Rates - If you fund your CD on the same day you open it you will earn the disclosed interest rate and APY for that CD term and balance tier. Renewed CDs will receive the highest interest rate and APY we offer for the term and balance tier for that CD at the time of maturity.

Treatment of Account at Maturity - Please notify us in writing before your maturity date or before the end of your Ten Day Grace Period if you do not want your CD to renew automatically. During the Grace Period, you may withdraw all or any portion of the funds from your CD without an early withdrawal penalty, but if you do so, you will not receive interest that would

accrue during the Grace Period on the amount you have withdrawn and transferred outside of TAB Bank.

Fees - See separate fee schedule.

Traditional / Roth / Coverdell IRA Certificate of Deposit

Compounding frequency - Interest will be compounded every day.

Crediting frequency - Interest will be credited to your account monthly, quarterly or annually.

Determination of rate - At our discretion, we may change the interest rate on your account.

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open the account - You must deposit \$1,000.00 to open this account.

Minimum balance to avoid imposition of fees - No minimum balance fees.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations - You may make unlimited deposits into your account.

There are no limitations on the frequency or timing of additional deposits, except that no additions can be made in the last seven days before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of 12 months or less:
The fee we may impose will equal 90 days interest on the amount withdrawn subject to penalty.

- If your account has an original maturity of greater than 12 months:
The fee we may impose will equal 180 days interest on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Withdrawal of interest prior to maturity - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Interest Rates - If you fund your CD on the same day you open it you will earn the disclosed interest rate and APY for that CD term and balance tier. Renewed CDs will receive the highest interest rate and APY we offer for the term and balance tier for that CD at the time of maturity.

Treatment of Account at Maturity - Please notify us in writing before your maturity date or before the end of your Ten Day Grace Period if you do not want your IRA CD to renew automatically. During the Grace Period, you may withdraw all or any portion of the funds from your IRA CD without an early withdrawal penalty, but if you do so, you will not receive interest that would accrue during the Grace Period on the amount you have withdrawn and transferred outside of TAB Bank. If you withdraw funds from an IRA

CD, there may be federal tax implications. For IRA CDs you may also be required to complete the appropriate Distribution Form if you do not allow your IRA CD to automatically renew.

FEE SCHEDULE



TAB CHROME CHECKING ACCOUNT

SERVICE FEES

Monthly Service Charge	\$8
Waived if one of the following are met during the statement cycle:	
• \$1,000 minimum daily balance	
• 8 debit card purchases post to your TAB checking account during the monthly statement cycle, excluding ATM transactions	
• \$1,200 in direct deposits per monthly statement cycle	

TRANSACTION FEES

Incoming Wire	\$15
Outgoing Wire	\$30
Cashier's Check	\$15
Stop Payment	\$25
Returned Deposit Item	\$30
Same Day ACH Payment	\$1
Overdraft Protection Transfer	\$10
Paid Overdraft Item or Returned Item	\$30 per item \$150 daily max

ATM FEES

(Additional fees may be charged by ATM owner.)

ATM Transaction	\$2
ATM Balance Inquiry	\$1
Foreign ATM Transaction	\$4

OTHER FEES

Account Record	\$5
Replacement Card	\$5
Expedited Delivery	\$10 Handling (+shipping)
Account Research	\$20 per hour (1 hour min)
EFS Check Registration	\$1 per 100 (\$2 minimum)
eStatementNO FEE
Paper Statement	\$5

Your Deposit Account



Terms and Conditions
Electronic Transfers
Funds Availability

TABLE OF CONTENTS

TERMS AND CONDITIONS OF YOUR ACCOUNT	2
Agreement	2
Liability	2
Deposits	3
Withdrawals	3
Understanding and Avoiding Fees for Overdraft and Nonsufficient Funds (NSF)	4
Ownership of Account and Beneficiary Designation	6
Business, Organization and Association Accounts	7
Stop Payments	7
Telephone Transfers	7
Amendments and Termination	7
Notices	7
Statements	8
Account Transfer	8
Direct Deposits	8
Temporary Account Agreement	8
Setoff	9
Agent	9
Restrictive Legends or Indorsements	9
Facsimile Signatures	9
Check Processing	9
Check Cashing	10
Indorsements	10
Death or Incompetence	11
Fiduciary Accounts	11
Credit Verification	11
Legal Actions Affecting Your Account	11
Account Security	11
Telephonic Instructions	12
Monitoring and Recording Telephone Calls and Consent to Receive Communications	12
Claim of Loss	12
Early Withdrawal Penalties	12
Address or Name Changes	13
Resolving Account Disputes	13
Waiver of Notices	13
ACH and Wire Transfers	13
ELECTRONIC FUND TRANSFERS	
YOUR RIGHTS AND RESPONSIBILITIES	13
YOUR ABILITY TO WITHDRAW FUNDS	17

TERMS AND CONDITIONS OF YOUR ACCOUNT

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Utah and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the

account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS -

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

UNDERSTANDING AND AVOIDING FEES FOR OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or returned item fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

Determining your available balance - We use the "available balance" method to determine whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts

on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Overdraft interest charges - You understand that we may charge interest on any overdraft balance on your account. The interest will be calculated daily by taking the overdraft balance at the end of the day, multiplied by the overdraft interest rate divided by 365 (366 if current year is a leap year) and multiplied by the number of calendar days that account has been overdraft since the last calculation. If the account is overdraft on a weekend or holiday the overdraft interest will be calculated the following business day and you will be charged for each calendar day the account was overdraft. Any overdraft or return item fees will not be calculated in the total overdraft amount and you will not be charged interest for those fees. Refer to Account Schedule of Fees for rate.

Fees for nonsufficient funds (NSF) - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money in your account, and we decide not to pay the item or transaction, your account will be considered to have nonsufficient funds, and you agree that we can charge you a returned item fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you a returned item fee each time a payment is presented if the amount of money in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, signature, chip, contactless or mobile wallet. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online or using the bank's mobile application, or accessing your account information by phone.

Funds availability - Knowing when funds you deposit into your checking account will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if

we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold.

Payment order of items - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to process debit card transactions first, in the order they are received, then by dollar amount (smallest to largest) on the day they are processed. We process ACH and wires second, by dollar amount - smallest to largest on the day they are processed. We process checks third, in numerical order (by check number), then by dollar amount (smallest to largest) on the day they are processed.

If a check, item or transaction is presented without sufficient funds in your account to pay it, you will be charged a returned item or overdraft fee, read the subsection titled "Fees for nonsufficient funds (NSF)". The amounts of the overdraft and returned item fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS -

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order may lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account are described elsewhere.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time without prior notice to you and tender of the account balance by check or ACH. If the account reflects a negative balance for 30 consecutive calendar days, the account will automatically close without prior notice to you. Upon receipt of payment in full, we may, at our discretion, reopen the account within 90 calendar days of closure. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a

reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who

signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

AGENT (Individual Accounts only) - A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to

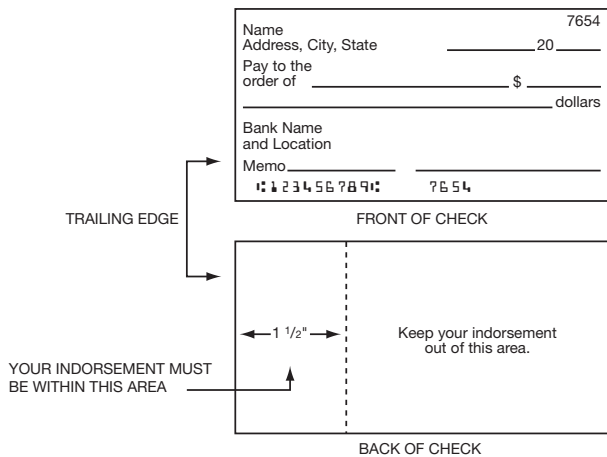
determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

ACCOUNT SECURITY -

Duty to protect account information and methods of access - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized

transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account

even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can

occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits (such as U.S. Treasury (Social Security) or some employers (payroll)) to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, savings or money market account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

IVR (Interactive Voice Response) Transfers - types of transfers - You may access your TAB account by telephone 24 hours a day at 800-355-3063 using your personal identification number, account numbers and last four digits of Social Security, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- get information about:
 - the account balance of checking account(s)
 - the account balance of savings account(s)

ATM Transfers - types of transfers and dollar limitations - You may access your TAB account(s) by ATM using your MoneyCard and personal identification number, to:

- get cash withdrawals from checking or savings account(s) with a debit card at non-proprietary ATMs
 - you may withdraw no more than \$500.00 per day
- transfer funds from savings to checking account(s) with a debit card
- transfer funds from checking to savings account(s) with a debit card

Some of these services may not be available at all terminals.

Types of MoneyCard Point-of-Sale Transactions - You may access your account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

Currency Conversion. If you complete a transaction with your Mastercard®-branded Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

TAB Bank Online Transfers - types of transfers - You may access your TAB account(s) by computer through the internet by logging onto our website at www.tabbank.com and using your user identification and password, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking or savings to loan account(s) with us
- make payments from checking to third parties
- get information about:
 - the account balance of checking account(s)
 - the account balance of savings account(s)

TAB Bank Mobile Banking Transfers - types of transfers - You may access your TAB checking or savings account(s) through the browser on your cell or mobile phone by downloading an app through a link at www.tabbank.com and using your user identification and password, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- get information about:
 - the account balance of checking or savings account(s)
 - withdrawals from checking or savings accounts

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 800-355-3063, or online at www.tabbank.com or mobile banking to find out whether or not the deposit has been made. Fees may apply. See applicable fee schedule.
- **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

• **Additional Limits on Liability for Mastercard®-branded Debit Card.** You will not be liable for any unauthorized transactions using your Mastercard®-branded Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or

theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

(b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as an error is discovered in order to reduce your risk of loss, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

TAB BANK
CUSTOMER SERVICE
4185 HARRISON BLVD., STE. 200
OGDEN, UTAH 84403
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 800-355-3063

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$225 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also

be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 2:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Same-Day Availability

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

U.S. Treasury checks that are payable to you.

Wire transfers.

Checks drawn on TAB Bank.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

Cash.

State and local government checks that are payable to you.

Cashier's, certified, and teller's checks that are payable to you.

Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

Mobile Deposit Availability

Mobile deposits may be subject to extended hold times, affecting funds availability. Refer to your mobile agreement for details.

Other Check Deposits Subject to Second-Day Availability

The first \$225 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.



1-800-355-3063
www.tabbank.com

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FEE SCHEDULE



BUSINESS CHECKING

SERVICE FEES

Monthly Service Charge	\$8
Waived if one of the following are met during the statement cycle:	
• \$1,000 minimum daily balance	
• 8 debit card purchases post to your TAB checking account during the monthly statement cycle, excluding ATM transactions	
• \$1,200 in direct deposits per monthly statement cycle	
eStatement	NO FEE
Paper Statement	\$5

TRANSACTION FEES

Incoming Wire	\$15
Outgoing Wire	\$30
International U.S. Currency Outgoing Wire	\$40
International U.S. Currency Incoming Wire	\$30
International Foreign Currency Outgoing Wire	\$50 (+conversion rate)
International Foreign Currency Incoming Wire	\$50 (+conversion rate)
EFS Check Registration	\$1 per 100 (\$2 min)
Foreign Check Handling	\$20(+conversion rate)
Cashier's Check	\$8
Stop Payment	\$25
Collection Item	\$30
Returned Deposit Item	\$25
Same Day ACH Payment	\$1

TRANSACTION FEES (cont.)

Paid Overdraft Item or Returned Item	\$30 per item
	\$150 daily max
0 - 100 Debits/Credits per statement cycle	NO FEE
101+ Debits/Credits per statement cycle	\$.0.35 each

ATM FEES

(Additional fees may be charged by ATM owner.)

ATM Transaction	\$2
ATM Balance Inquiry	\$1
Foreign ATM Transaction	\$4
Foreign ATM Balance Inquiry	\$2

OTHER FEES

Check Orders	Varies by style ordered
Copy of Account Record	\$5
Replacement Card	\$5
Expedited Delivery	\$10 Handling (+shipping)
Account Balancing/ Research Assistance	\$20 per hour (1 hour min)
Legal Fee (<i>attachments, levies, garnishments</i>)	\$50 each
Account Closure Fee	\$10
Dormant Account	\$5 per month
<i>(An account is dormant if there are no deposits or withdrawals for 6 months.)</i>	

FEE SCHEDULE



ANALYZED CHECKING

SERVICE FEES

Account Monthly	\$25
Online Banking Monthly Access	\$35
Paper Account Statement Fee	\$10
Paper Analysis Statement Fee	\$10
eStatement (Account or Analysis)	NO FEE

TREASURY MANAGEMENT SERVICES (TMS)

Fees for individual TMS products may vary by customer. For a specific pricing estimate, please call a TMS representative at 1 (877) 487-8558 or send an email to tmsops@tabbank.com

TRANSACTION FEES

Cashier's Check	\$10
Stop Payment	\$25
Collection Item	\$30
Return Item Charge	\$20
Paid or Returned Overdraft Item	\$30 each
Incoming Wire	\$15
Outgoing Domestic Wire (paper)	\$35
Outgoing Domestic Wire (online)	\$12
Deposited Items	\$.15
Check Paid (per item)	\$.15
ACH Incoming Debit or Credit	\$.09
Other Debit or Credit	\$.09
Same Day ACH Payment	\$1

TRANSACTION FEES (continued)

International U.S. Currency

Outgoing Wire	\$40
Incoming Wire	\$30

International Foreign Currency

Outgoing Wire	\$50 (+ conversion rate)
Incoming Wire	\$50 (+ conversion rate)

EFS Check Registration	\$.1 per \$100 (\$2 min)
Foreign Check Handling	\$20 (+ conversion rate)

ATM FEES

(Additional fees may be charged by ATM owner.)

ATM Withdrawal	\$2
ATM Balance Inquiry	\$1
Foreign ATM Withdrawal	\$4
Foreign ATM Balance Inquiry	\$2

OTHER FEES

Check Orders	Varies by style ordered
Copies of Account Records	\$5 per record
Replacement Card	\$5
Expedited Delivery	\$10 handling (+shipping)
Account Balancing/Research Assistance	\$30/hour (1 hour min)
Legal Fees	\$50 each
Account Closure Fee	\$10
Dormant Account	\$5 per month

(An account is dormant if there are no deposits or withdrawals for 6 months.)

FEE SCHEDULE



MONEY MARKET ACCOUNTS

TRANSACTION FEES

Cashier's Check	\$8
Stop Payment	\$25
Returned Deposit Item	\$30
Incoming Wire	\$15
Outgoing Wire	\$30
Same Day ACH Payment	\$1
Returned Item	\$30 per item \$150 daily max

OTHER FEES

Copy of Account Records	\$5
Expedited Delivery	\$10 Handling (+ shipping)
Account Balancing/Research Assistance	\$20 per hour (1 hour min)
Legal Fee (attachments, levies, garnishments)	\$50 each
EFS Check Registration	\$1 per 100 (\$2 minimum)
Paper Statement	\$5
Account Closure Fee	\$10

FEE SCHEDULE



BUSINESS SAVINGS

TRANSACTION FEES

Cashier's Check	\$8
Stop Payment	\$25
Returned Deposit Item	\$30
Incoming Wire	\$15
Outgoing Wire	\$30
Same Day ACH Payment	\$1
Returned Item	\$30 per item \$150 daily max

OTHER FEES

Copy of Account Records	\$5
Expedited Delivery	\$10 Handling (+shipping)
Account Balancing/Research Assistance	\$20 per hour (1 hour min)
Legal Fee (attachments, levies, garnishments)	\$50 each
EFS Check Registration	\$1 per 100 (\$2 minimum)
Paper Statement	\$5
Account Closure Fee	\$10

Your Business Accounts



Terms and Conditions
 Fund Transfers
 Funds Availability
 Specific Account Details

TABLE OF CONTENTS

TERMS AND CONDITIONS OF YOUR ACCOUNT	2
Agreement	2
Liability	2
Deposits	2
Withdrawals	3
Understanding and Avoiding Fees for Overdraft and Nonsufficient Funds (NSF)	3
Business, Organization and Association Accounts	5
Stop Payments	5
Telephone Transfers	6
Amendments and Termination	6
Correction of Clerical Errors	6
Notices	6
Statements	6
Account Transfer	7
Reimbursement of Federal Benefit Payments	7
Temporary Account Agreement	7
Setoff	7
Restrictive Legends or Indorsements	7
Facsimile Signatures	7
Check Processing	7
Check Cashing	8
Indorsements	8
Death or Incompetence	8
Fiduciary Accounts	8
Credit Verification	8
Legal Actions Affecting Your Account	9
Account Security	9
Instructions From You	9
Monitoring and Recording Telephone Calls and account Communications	9
Claim of Loss	10
Early Withdrawal Penalties	10
Changes in Name and Contact Information	10
Resolving Account Disputes	10
Waiver of Notices	10
Truncation, Substitute Checks, and Other Check Images	10
Remotely Created Checks	11
Unlawful Internet Gambling Notice	11
Funds Transfers	11
International ACH Transactions	13
TAB BANK ONLINE & MOBILE BANKING	13
YOUR ABILITY TO WITHDRAW FUNDS	13
BUSINESS ACCOUNTS APPLICABLE DISCLOSURES	15
SPECIFIC ACCOUNT DETAILS	16
Business Accounts	16
Analyzed Business Account	17
Business Money Market Account	18
Business Savings Account	18
Business Certificate of Deposit	18
Common Features	19

TERMS AND CONDITIONS OF YOUR ACCOUNT

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate Fee Schedule, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Utah and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the Fee Schedule. You authorize us to deduct these fees, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of,

or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS -

Important terms for accounts where more than one person can withdraw - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. At the present time, we do not require such notice. If we do require such notice at some time in the future, we will apply that requirement to all such accounts. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

UNDERSTANDING AND AVOIDING FEES FOR OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or returned item fee. Generally, an overdraft occurs when there is not enough

money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

Determining your available balance - We use the "available balance" method to determine whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Fees for nonsufficient funds (NSF) - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money in your account, and we decide not to pay the item or transaction, your account will be considered to have nonsufficient funds, and you agree that we can charge you a returned item fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you a returned item fee each time a payment is presented if the amount of money in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, signature, chip, contactless or mobile wallet. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online or using the bank's mobile application, or accessing your account information by phone.

Funds availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return.

We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Payment order of items - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Note that items may not be processed in the order they are received.

Our policy is to process debit card transactions first, in the order they are received, then by dollar amount (smallest to largest) on the day they are processed. We process ACH and wires second, by dollar amount - smallest to largest on the day they are processed. We process checks third, in numerical order (by check number), then by dollar amount (smallest to largest) on the day they are processed.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged a returned item or overdraft fee, read the subsection titled "Fees for nonsufficient funds (NSF)", which may result in one or more overdraft or NSF fees. The amounts of the overdraft and returned item fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order may lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on

our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. For such changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also suspend or terminate a service or close this account at any time without prior notice to you and, if we close the account, tender of the account by check or ACH. If the account reflects a negative balance for 30 consecutive calendar days, the account will automatically close without prior notice to you. Upon receipt of payment in full, we may, at our discretion, reopen the account within 90 calendar days of closure. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new terms.

When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account.

Items presented for payment after the account is closed may be dishonored.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

CORRECTION OF CLERICAL ERRORS - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent.

STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations (including forgeries and counterfeit checks), you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

CHECK PROCESSING - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of

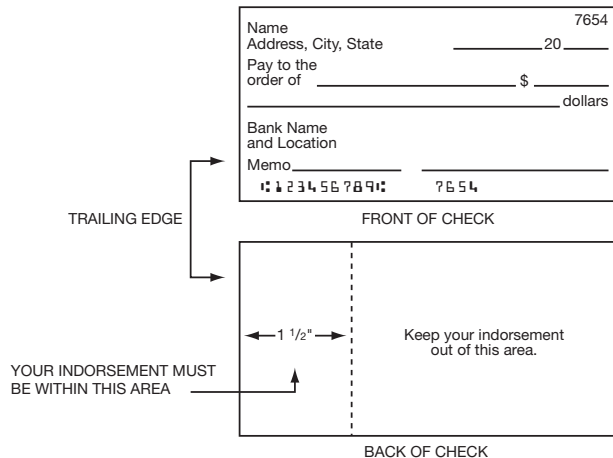
the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

ACCOUNT SECURITY -

Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

INSTRUCTIONS FROM YOU - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about

your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

CHANGES IN NAME AND CONTACT INFORMATION - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

FUNDS TRANSFERS - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your account with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

Funds transfer - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

Authorized account - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

Acceptance of your payment order - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

Cutoff time - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

Payment of your order - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest

on any refund you receive because the beneficiary's bank does not accept the payment order.

Security procedure - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

Duty to report unauthorized or erroneous payment - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Identifying number - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

Record of oral or telephone orders - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

Provisional credit - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Amendment of funds transfer agreement - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

Cancellation or amendment of payment order - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

TAB BANK ONLINE & MOBILE BANKING

TAB Bank Online Transfers - types of transfers - You may access your TAB account(s) by computer through the internet by logging onto our website at www.tabbank.com and using your user identification and password, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking or savings to loan account(s) with us
- make payments from checking to third parties
- get information about:
 - the account balance of checking account(s)
 - the account balance of savings account(s)

TAB Bank Mobile Banking Transfers - types of transfers - You may access your TAB checking or savings account(s) through the browser on your cell or mobile phone by downloading an app through a link at www.tabbank.com and using your user identification and password, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- get information about:
 - the account balance of checking or savings account(s)
 - withdrawals from checking or savings accounts

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$225 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 2:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Same-Day Availability

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

U.S. Treasury checks that are payable to you.

Wire transfers.

Checks drawn on TAB Bank.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

Cash.

State and local government checks that are payable to you.

Cashier's, certified, and teller's checks that are payable to you.

Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

Mobile Deposit Availability

Mobile deposits may be subject to extended hold times, affecting funds availability. Refer to your mobile agreement for details.

Other Check Deposits Subject to Second-Day Availability

The first \$225 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

CHOICE OF LAW AND VENUE - This Agreement and your Account shall be governed by, construed under and enforced in accordance with the internal laws of the State of Utah, whether or not you live in Utah and whether or not your Account is used outside of Utah.

You agree that any suit, action or proceeding arising out of the subject matter hereof, or the interpretation, performance or breach of this Agreement shall, if we so elect, be instituted in the United States District Court for the District of Utah, the Second Judicial District Court for the State of Utah, or any other judicial forum of our choosing located in the State of Utah (the "Acceptable Forums"). You agree that the Acceptable Forums are convenient to you, and you hereby irrevocably: (a) submit to the jurisdiction of the Acceptable Forums; (b) agree to be bound by any judgment rendered thereby in connection with this Agreement; and (c) waive any and all objections to jurisdiction or venue that you may have under applicable law or otherwise in those courts in any such suit, action or proceeding. Should such proceeding be initiated in any other forum, you hereby waive any right to oppose any motion or application made by us as a consequence of such proceeding having been commenced in a forum other than

an Acceptable Forum. All terms and conditions of this Agreement, including but not limited to those provisions on Change of Terms, Choice of Law and Venue and all provisions addressing and charges hereunder, are deemed to be material to the determination of Finance Charges.

BUSINESS ACCOUNTS APPLICABLE DISCLOSURES

ATM TRANSACTIONS

ATM TRANSFERS AND DOLLAR LIMITATIONS - You may access your account funds by ATM using your secured card and personal identification number, to:

- Get cash withdrawals from your account or card.
- Get information about your account or card balance.
- Transfer funds between your associated accounts or cards.
- Terminal transfers – You can get a receipt at the time you make any transfer to or from your account using an automated teller machine or point-of-sale terminal.

ATM OPERATOR/NETWORK FEES - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). Please refer to our separate Fee Schedule for the amount we will charge you for TAB related ATM fees.

TYPES OF TRANSACTIONS - You may access your account(s) or card(s) to purchase goods (in person), pay for services (in person, online, or by phone), or get cash from a participating financial institution.

FOREIGN TRANSACTIONS - If you complete a transaction with your Card in a currency other than U.S. dollars, MasterCard® International Incorporated will convert the charge into a U.S. dollar amount. MasterCard® International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard® cards. Currently, the currency conversion rate used by MasterCard® International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated rate or a wholesale rate determined by MasterCard® International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard® International. The currency conversion rate used by MasterCard® International on the processing date may differ from the rate that would have been used on the purchase date or statement posting date.

LOST OR STOLEN CARDS AND/OR CHECKS - You agree to notify us immediately if your Card or convenience checks are lost or stolen or if any unauthorized use or transfer occurs. You may notify us by calling 1-800-355-3063.

LIABILITY FOR UNAUTHORIZED USE - You should keep your copies of your charge slips and verify that the charges on your statement are true and the amounts unaltered. Subject to the terms and conditions set forth herein, you may be liable for the unauthorized use of your Card.

You must notify us immediately upon learning of the loss, theft or possible unauthorized use by calling us at 1-800-355-3063 or writing us at TAB Bank Inc., Cardholder Services, and P.O. Box 150190, Ogden, Utah 84415-9900.

Unauthorized use does not include use by a person to whom you have given the Card, a person to whom an authorized Card holder has given authority to use the Account or any other person with authority to use the account or card, and you will be liable for all use by such a user. To terminate this authority, you must retrieve the Card from the previously authorized user and return it to us at the address above, along with a letter explaining why you are doing so.

AUTHORIZED USERS - If your Account or Card includes authorized user(s), access may be cancelled by you or us at any time. You must notify us pursuant to this Agreement to revoke an authorized user's authorization to obtain information on your Account or Card. Your request must be in writing and will become effective within 10 days of receipt. You authorize TAB to release full, partial, or restricted access to all information related to and about the Account or Card. The authorization does not allow ownership, rights, claims, or responsibility for this Account or Card or the funds therein. You assume sole responsibility for the actions of your authorized users.

GUARANTORS AND JOINT ACCOUNT OR CARD HOLDERS / AUTHORIZED SIGNERS - We hereby reserve the right to, due to your refusal or failure to pay, pursue Guarantors for payment of charges, incurred or authorized by any and all authorized signers for each use of the Account or Card, to pay us for such transactions and become subject to the terms and conditions of this Agreement. You authorize us to provide Account or Card information to Guarantors and to discuss the Account or Card with them. Furthermore, you agree to notify each

person, at the time he or she becomes a Guarantor, Joint Account or Card holder or Authorized Signer that we may receive, record, exchange and use information about him or her in the same manner we do with information about you, as described herein.

APPLICATION OF PAYMENTS - Subject to applicable law, we will apply and allocate payments and credits among balances on your Account in any order and manner determined by us in our sole discretion and judgment. In most cases, we will apply and allocate payments in the following order: (1) unpaid administrative charges; (2) purchases and cash advances.

SUSPENSION AND CANCELLATION - In addition to any other actions we may take under this Agreement, we may, subject to applicable law and at our sole discretion and judgment: (a) suspend or cancel your Account or Card or any feature offered in connection with your Account; (b) suspend or cancel the authorization of any Authorized Signer or Additional Card holder to effectuate transactions on or to your Account or Card, at any time, with or without cause, whether or not your Account is in default, and without giving you notice. Any such action on our part will not cancel your obligation to pay all amounts due on your Account under the terms of this Agreement in effect at the time of such action or as subsequently amended, and you agree to pay us all such amounts despite any such action. We may advise third parties who accept the Card that the Card issued to you and/or any Additional Card holder has been cancelled. If we cancel a Card or any such Card expires, you may no longer use it and you must destroy it or return it to us or, if we request, to a third party. If you want to cancel the Account or Card, you must notify us in writing pursuant to the terms and conditions set forth herein and destroy the Card(s). If we agree to reinstate your Account or Card after a cancellation, the new Agreement we send you, or if we do not send you a new Agreement, this Agreement as it may be amended, will govern your reinstated Account or Card. If we reinstate your Account or Card, we may reinstate any Card(s) issued in connection with the Account or Card, and bill you the applicable fee(s).

AUTHORIZATIONS - Some transactions will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient funds available. We are not responsible for any losses or other consequences if a transaction on your Account is not approved for any reason, even if you have sufficient funds available. Except as otherwise required by applicable law, we will not be responsible if any merchant refuses to honor the Card or for any other problem you may have in connection with any access device.

SPECIFIC ACCOUNT DETAILS

BUSINESS ACCOUNTS

PROMISE TO PAY - You promise to pay for: (a) credit extended by TAB to you or to anyone you permit to use this Account, including but not limited to, the use of any access device by any person authorized to sign on the account, any person issued a Card(s) on your Account; (b) any and all applicable fees and charges as set forth in this Agreement and (c) collection costs and attorneys' fees as provided herein in this Agreement and as permitted by applicable law if your Account should go into default. You acknowledge and agree that this promise includes any and all amounts for which you, an authorized signer, or an authorized Card holder intended to incur, even if you have not signed a transaction slip, form or receipt or presented the Card. You and any person liable on the Account agree to be jointly and individually responsible for any and all payment and performance obligations set forth herein in this Agreement.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE - This notice contains important information about your rights and our responsibilities under the "Fair Credit Billing Act."

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL - If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet of paper at TAB Bank, Cardholder Services, and P.O. Box 150190, Ogden, Utah 84415-9900 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account or Card number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

If you have authorized us to make payments to your Account or Card automatically from your savings or other account, you can stop the payment on any amount believed to have been paid in error. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE - We must acknowledge your letter within thirty (30) days,

unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we can not try to collect any amount you question, or report you as delinquent. We can not continue to bill you for the amount you question, including related Finance Charges or Applicable Fees. We can reduce any such amount from your available credit line or available funds. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. If we find that we made a mistake on your statement, you will not have to pay any Finance Charges or Fees related to the amount in error. If we did not make a mistake, you may have to pay Finance Charges or Applicable Fees, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we replace and determined you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still question your statement, we must tell anyone to whom we furnished your credit information to that you have a question about your statement and we must tell you the name of anyone to whom we gave this information. We must tell anyone we report to, that the matter has been settled between us when it finally is.

CHANGE OF TERMS

Subject to applicable law, we may change or terminate any term of this Agreement or add new terms at any time, without limitation, including adding or increasing fees, increasing your monthly minimum payment and increasing the rate or amount of Finance Charges, or changing the method of computing the balance upon which Finance Charges are assessed. Prior written notice will be provided to you when required by applicable law. Changes may apply to both new and outstanding balances.

RATES AND FEE INFORMATION - Account and Agreement terms are not guaranteed for any period of time; all terms, including fees, may change in accordance with this Agreement and applicable law. See applicable Fee Schedule.

BUSINESS ACCOUNT(S)

Rate Information - Your interest rate and annual percentage yield may change.
Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every day. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open the account - You must deposit \$25.00 to open this account.

Minimum balance and card transaction requirements to avoid imposition of fees - See separate Fee Schedule.

Minimum balance and card transaction requirements to avoid imposition of fees for Analyzed Business accounts - Not applicable, see separate Fee Schedule.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$1.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Additional Items - Please refer to our separate Fee Schedule for further information about charges.

Fees: See separate Fee Schedule.

ANALYZED BUSINESS ACCOUNT

Earnings Credit - This account features an earnings credit which is applied to reduce or eliminate fees on the account. If the earnings credit exceeds the fees for any period, you will be assessed no fees but you will not be paid, carry forward or otherwise receive credit for any excess earnings credit.

Earnings Credit Calculation - The earnings credit will be calculated using the daily balance method. This method applies a daily periodic rate to the principal in the account each day. No earnings credit will be earned if the average daily balance for the period is less than \$100. At our discretion, the periodic earnings credit rate may change at any time.

Minimum balance to obtain earnings credit - You must maintain a minimum average daily balance of \$100.00 in order to obtain earnings credit during the statement cycle.

Accrual of earnings credit on noncash deposits - Earnings credit begins to accrue on the business day you deposit noncash items (for example, checks).

BUSINESS MONEY MARKET ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change. This is a tiered, variable rate account. The daily balance in your account per monthly statement cycle will determine the interest rate and tier for your account each month.

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open the account - You must deposit \$25.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum average daily balance of \$1.00 (Rate & APY will be disclosed online) to obtain the disclosed annual percentage yield. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Fees: See separate Fee Schedule.

Account Restrictions:

Limit of 1 account per business customer (based on TIN).

BUSINESS SAVINGS ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every day. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open the account - You must deposit \$25.00 to open this account.

Minimum balance to avoid imposition of fees - See separate Fee Schedule.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$1.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations:

Transfers from a Business Savings Account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per calendar month with no transfers by check, draft, debit card, or similar order to third parties.

Fees:

See separate Fee Schedule.

BUSINESS CERTIFICATE OF DEPOSIT

Compounding frequency - Interest will be compounded every day.

Crediting frequency - Interest will be credited to your account monthly, quarterly or annually.

Minimum balance to open the account - You must deposit \$1,000.00 to open this account.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations:

You may not make any deposits into your account before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of 12 months or less:
The fee we may impose will equal 90 days interest on the amount withdrawn subject to penalty.
- If your account has an original maturity of greater than 12 months:
The fee we may impose will equal 180 days interest on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Withdrawal of interest prior to maturity - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Automatic renewal and closures - Each renewal term will be the same as the original term, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal.)

You must notify us in writing before, or within a ten-day grace period after the maturity date, with instructions of where you would like your funds credited to, if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

Fees:

See separate Fee Schedule.

COMMON FEATURES

Please refer to our separate rate sheet for current interest rate and annual percentage yield information and to our separate Fee Schedule for additional information about charges.



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