

**Submission to the**  
**BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM AND**  
**FEDERAL RESERVE BANK OF CHICAGO**

**By ENOVA INTERNATIONAL, INC.**

**consisting of the following and related documentation:**

**(1) APPLICATION**

for prior approval to become a bank holding company and acquire control of  
GRASSHOPPER BANCORP, INC. and GRASSHOPPER BANK, NATIONAL ASSOCIATION  
pursuant to Section 3  
of the Bank Holding Company Act of 1956, as amended  
and  
Section 225.15 of Regulation Y;

**(2) ELECTION**

to be treated as a financial holding company  
pursuant to Section 4(l) of the Bank Holding Company Act of 1956, as amended  
and  
Section 225.82 of Regulation Y; and

**(3) NOTIFICATION**

of its intent to engage in nonbanking activities  
pursuant to Section 4(c)(8) and 4(j) of the  
Bank Holding Company Act of 1956, as amended  
and Section 225.24 of Regulation Y

Filed with the Federal Reserve Bank of Chicago  
January 16, 2026

Copy provided to the Office of the Comptroller of the Currency  
January 16, 2026

**PUBLIC VOLUME**

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## REQUEST FOR CONFIDENTIAL TREATMENT

This submission (the “**Submission**”) contains information that constitutes confidential information within the purview of the Freedom of Information Act and its implementing regulations (“**FOIA**”). As a result, Enova International, Inc. respectfully requests confidential treatment of the information included in the confidential exhibits to this application that are marked “confidential” (the “**Confidential Material**”). Consistent with the requirements of the Board of Governors of the Federal Reserve System (“**FRB**”) for confidentiality requests, the Confidential Material is specifically identified in the public portion of this application, separately bound, and labeled “CONFIDENTIAL.”

The Confidential Material contains highly sensitive, non-public, business and financial information regarding the parties to the proposed transactions. The Confidential Material includes information regarding proposed business, operations, and strategic plans, including confidential commercial and financial information and trade secrets that are not otherwise available to the public, counterparties, and competitors. Public disclosure of the Confidential Material would place the parties at a competitive disadvantage. The Confidential Material is therefore exempt from disclosure pursuant to 5 U.S.C. § 552(b)(4) and 12 C.F.R. § 261.15(a)(4). *See Food Mktg. Inst. v. Argus Leader Media*, 588 U.S. 427, 440 (2019) (“[W]here commercial or financial information is both customarily and actually treated as private by its owner and provided to the government under an assurance of privacy, the information is ‘confidential’ within the meaning of [FOIA] Exemption 4.”). The Confidential Material also includes records containing sensitive personal information, furnished in confidence, the disclosure of which would constitute a clearly unwarranted invasion of the personal privacy of individuals associated with Enova International, Inc. for purposes of FOIA Exemption 6. *See* 5 U.S.C. § 552(b)(6), 12 C.F.R. § 261.15(a)(6).

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

Enova International, Inc. requests that the agencies notify them of any request for disclosure of the Confidential Material and, prior to any such disclosure, provide the parties with an opportunity to respond. *See* Executive Order 12,600 (June 23, 1987).

Finally, the Confidential Material includes information that is protected by the attorney-client privilege and other applicable privileges and protections. The parties’ disclosure of this information to the FRB does not waive, destroy, or otherwise affect applicability of any such protections. 12 U.S.C. § 1828(x).

## **APPLICATION 1**

FR Y-3 and FHC Election

Board of Governors of the Federal Reserve System



# Application to Become a Bank Holding Company and/or Acquire an Additional Bank or Bank Holding Company—FR Y-3

Enova International, Inc.

Corporate Title of Applicant

175 West Jackson Boulevard, Suite 600

Street Address

Chicago

Illinois

60604

City

State

Zip Code

## Corporation

(Type of organization, such as corporation, partnership, business trust, association, or trust)

Hereby applies to the Board pursuant to:

- (1) Section 3(a)(1) of the Bank Holding Company Act of 1956, as amended, ("BHC Act"—12 U.S.C. §1842), under "Procedures for other bank acquisition proposals" as described in section 225.15 of Regulation Y;
- (2) Section 3(a)(3) of the BHC Act, under "Procedures for other bank acquisition proposals" as described in section 225.15 of Regulation Y; or
- (3) Section 3(a)(5) of the BHC Act, under "Procedures for other bank acquisition proposals" as described in section 225.15 of Regulation Y.

for prior approval of the acquisition of direct or indirect ownership, control, or power to vote at least 36,115,245 (100 %) of a class of voting shares or otherwise to control:  
Number Percent

Grasshopper Bancorp, Inc.

Corporate Title of Bank or Bank Holding Company

261 5th Avenue, Suite 610

Street Address

New York

New York

10016

City

State

Zip Code

Does applicant request confidential treatment for any portion of this submission?

Yes

- As required by the General Instructions, a letter justifying the request for confidential treatment is included.
- The information for which confidential treatment is being sought is separately bound and labeled "Confidential."

No

Public reporting burden for this collection of information for applications filed pursuant to section 3(a)(1) of the BHC Act are estimated to average 52.53 hours per response while applications filed pursuant to section 3(a)(3) or section 3(a)(5) of the BHC Act are estimated to average 66.28 hours per response, including the time to gather and maintain data in the required form, to review instructions and to complete the information collection. The Federal Reserve may not conduct or sponsor, and an organization is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551; and to the Office of Management and Budget, Paperwork Reduction Project (7100-0121), Washington, DC 20503.

Name, title, address, telephone number, and email address of person(s) to whom inquiries concerning this application may be directed:

Michael Nonaka  
Name

Partner, Covington & Burling LLP  
Title

850 Tenth Street, NW  
Street Address

Washington                      DC                      20001  
City                                      State                      Zip Code

202-662-5727  
Area Code / Phone Number

mnonaka@cov.com  
Email Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
Area Code / Phone Number

\_\_\_\_\_  
Email Address

**Certification**

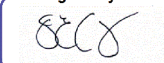
I certify that the information contained in this application has been examined carefully by me and is true, correct, and complete, and is current as of the date of this submission to the best of my knowledge and belief. I acknowledge that any misrepresentation or omission of a material fact constitutes fraud in the inducement and may subject me to legal sanctions provided by 18 U.S.C. §§ 1001 and 1007.

I also certify, with respect to any information pertaining to an individual and submitted to the Board in (or in connection with) this application, that the applicant has the authority, on behalf of the individual, to provide such information to the Board and to consent or to object to public release of such information. I certify that the applicant and the involved individual consent to public release of any such information, except to the extent set forth in a written request by the applicant or the individual, submitted in accordance with the Instructions to this form and the Board’s Rules Regarding

Availability of Information (12 C.F.R. Part 261), requesting confidential treatment for the information.

I acknowledge that approval of this application is in the discretion of the Board of Governors of the Federal Reserve System (the “Federal Reserve”). Actions or communications, whether oral, written, or electronic, by the Federal Reserve or its employees in connection with this filing, including approval if granted, do not constitute a contract, either express or implied, or any other obligation binding upon the agency, the United States or any other entity of the United States, or any officer or employee of the United States. Such actions or communications will not affect the ability of the Federal Reserve to exercise its supervisory, regulatory, or examination powers under applicable laws and regulations. I further acknowledge that the foregoing may not be waived or modified by any employee or agency of the Federal Reserve or of the United States.

Signed this 16th day of January, 2026.  
Day                      Month                      Year

Signed by:  
  
 \_\_\_\_\_  
 D91A607F3094452...  
 Signature of Chief Executive Officer or Designee

Steven E. Cunningham                      Chief Executive Officer  
 Print or Type Name                      Title

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## OVERVIEW

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### I. Introduction

On December 10, 2025, Enova International, Inc. (“**Enova**”), a publicly traded financial services company incorporated under the laws of Delaware, entered into an Agreement and Plan of Merger (as amended by that certain Amendment No. 1 to the Agreement and Plan of Merger dated as of December 18, 2025, the “**Merger Agreement**”) to acquire Grasshopper Bancorp, Inc. (“**Grasshopper**”), a bank holding company registered with the FRB under the Bank Holding Company Act of 1956, as amended (the “**BHCA**”), and its FDIC-insured national bank subsidiary, Grasshopper Bank, National Association (the “**Bank**” or the “**Target Bank**”). Enova is submitting this application to the FRB and the Federal Reserve Bank of Chicago (collectively, the “**Federal Reserve**”) on form FR Y-3 pursuant to Section 3 of the BHCA (the “**Application**”) to become a bank holding company and has included a financial holding company election as a part of this Application.

Under the Merger Agreement, Enova’s acquisition of Grasshopper and the Bank will be effected through a series of transaction steps outlined below:

1. Formation of Enova Interim Bank, National Association: An interim national bank and wholly owned subsidiary of Enova will be formed (the “**Enova Interim Bank**”). Enova Interim Bank’s main office will be in South Jordan, Utah, where Enova has existing operations.
2. The Merger: Grasshopper will merge with and into Enova (the “**Merger**”), with Enova continuing as the surviving corporation and becoming a bank holding company.
3. The Bank Merger: Enova Interim Bank will merge with and into the Bank (the “**Bank Merger**,” and together with the Merger, the “**Mergers**”), with the Bank as the surviving entity. The resulting Bank will designate Enova Interim Bank’s main office in Utah as the Bank’s main office.<sup>1</sup>
4. Contribution of Assets: Immediately following the Bank Merger, Enova will contribute certain assets to the resulting Bank, and the resulting Bank will begin to execute on its proposed business plan (the “**Contribution and Business Plan Execution**”). For additional information regarding the Contribution and Business Plan Execution, see Confidential Exhibit 1.

In this Application, we refer to the Mergers and the Contribution and Business Plan Execution collectively as the “**Proposed Transactions**.”

In addition to this Application, Enova is submitting to the Office of the Comptroller of the Currency (“**OCC**”) an Interim National Bank Application, and related forms, to form Enova Interim Bank. Enova Interim Bank is submitting an Interagency Bank Merger Act Application to request OCC approval for the Bank Merger. The Bank also is filing a Substantial Asset Change Application and

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<sup>1</sup> The name for the resulting Bank will be determined at a later date. The parties will comply with all applicable OCC and Federal Reserve requirements to effect the change in name.

Material Noncash Contribution to Capital Surplus Application to facilitate the Contribution and Business Plan Execution.

Enova also is simultaneously submitting to the Federal Reserve a financial holding company election as a part of this FR Y-3 application and an application on form FR Y-4 pursuant to Section 4 of the Bank Holding Company Act to engage in nonbanking activities if necessary prior to the effectiveness of its financial holding company election.

The Proposed Transactions will allow Enova to create a differentiated financial services company that responsibly provides banking products and services to underserved consumers and small businesses across the U.S. under the uniform and robust supervision of the prudential bank supervisory and regulatory framework. Enova's online business expertise, diversified consumer and business offerings, technology, proprietary analytics, and financial resources position the resulting firm to become a unique banking organization. As described in this Application, Enova satisfies the requirements of section 3 of the BHCA to become a bank holding company and the requirements of section 4(l) in the BHCA and Regulation Y to become a financial holding company.

## **II. Parties to the Proposed Transactions**

### **A. Enova International, Inc.**

Enova is a publicly traded financial services company headquartered in Chicago, Illinois; listed on the New York Stock Exchange (NYSE: ENVA); and included in the S&P SmallCap 600 and Russell 2000 indices. Founded in 2004, Enova is an established online lender that has expanded through organic growth and acquisitions to operate today in all 50 states and Washington, D.C. and Brazil. To support these operations, Enova employs 1,787 employees (as of December 31, 2024), with offices located in South Jordan, Utah; New York, New York; Denver, Colorado; Chicago, Illinois; São Paulo, Brazil; and Mexico City, Mexico.

In 2024, Enova extended approximately \$6.1 billion in aggregate credit or financing to borrowers, and, as of September 30, 2025, Enova had approximately \$5.96 billion in total assets. Since 2004, Enova has served over 13 million customers and originated or purchased over \$65 billion in loans.<sup>2</sup> Enova's 2024 net income was approximately \$209.4 million, and its 2024 revenue was \$2.7 billion.

Over the past twenty-one years, Enova has developed deep experience working with nonprime consumers, managing credit risks to help bring credit to an otherwise underserved consumer segment. Enova is currently subject to and complies with a broad array of state and federal regulatory requirements that govern its business and its financial products. Enova and its subsidiaries currently hold over 200 state licenses to provide services such as lending, servicing, collections, brokering, and money transfer.<sup>3</sup>

Enova offers a variety of services through its proprietary lending platform to consumer borrowers as well as small business borrowers. As of December 31, 2024, Enova facilitated consumer loans or lines

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<sup>2</sup> These figures include historical customers and loans of OnDeck Capital, a small business lender that Enova acquired in 2020.

<sup>3</sup> See Confidential Exhibit 28 for a list of regulatory licenses held by Enova and its subsidiaries.

of credit to consumers in 37 states in the United States and in Brazil<sup>4</sup> and offered financing for small businesses in 49 states and Washington D.C. Enova currently offers consumer installment loans; small business installment loans; consumer line of credit accounts; small business line of credit accounts; a credit services organization or credit access business program in Texas, under which Enova guarantees consumer loan payment obligations to third-party lenders and provides services such as arranging loans and assisting in the preparation of loan applications and loan documents; and “bank programs” through which Enova provides marketing services and loan servicing to bank partners, currently consisting of Capital Community Bank, Transportation Alliance Bank, Republic Bank & Trust Company, Celtic Bank, and Banco Afinz S/A Banco Multiplo, for certain installment loans and line of credit accounts.

Enova’s consumer segment operates under five primary brands: CashNetUSA, NetCredit, Simplic, Align Balance, and Pangea. CashNetUSA offers personal installment loans, credit access business loans, and lines of credit. NetCredit provides personal loans and lines of credit while also operating servicing companies that enable banks to offer these products. Simplic serves the Brazilian market, managing a services program for banks to offer personal installment loans. Align Balance provides debt collections services for Enova’s U.S. consumer loans and lines of credit under the CashNetUSA and NetCredit business units. Pangea offers outbound international money transfer services from 49 U.S. states to 40 countries, primarily in Latin America and the Philippines.

Enova’s small business segment operates under the OnDeck and Headway Capital brands. OnDeck offers a wide range of term loans and lines of credit customized for the needs of small business owners. Headway Capital is a dedicated small business lender offering revolving lines of credit designed to help with everyday small business needs.

#### **B. Enova Interim Bank**

Enova will form Enova Interim Bank for the purposes of facilitating the Proposed Transactions. Enova Interim Bank will merge with and into the Target Bank in the Bank Merger. Enova Interim Bank’s main office will be in South Jordan, Utah, where Enova has existing operations, and the resulting Bank will designate Enova Interim Bank’s main office in Utah as the resulting Bank’s main office.

#### **C. Grasshopper Bancorp, Inc. and Grasshopper Bank, National Association**

Grasshopper is a bank holding company headquartered in New York, New York, subject to supervision by the Federal Reserve, and the parent company for the Bank, which has its main office in New York, New York. The Bank is an FDIC-insured national bank that began operations in 2019 as a privately owned, full-service digital bank. The Bank serves primarily small businesses, venture-backed companies, fintech-focused Banking-as-a-Service (“**BaaS**”) and commercial banking platforms, and engages in Small Business Administration (“**SBA**”) lending, commercial real estate lending, and yacht lending. The Bank’s operational scope expanded on April 1, 2025, through the acquisition of Auto Club Trust, FSB. This transaction diversified the Bank’s prior monoline commercial focus by adding a dedicated consumer banking division and an established auto-secured lending portfolio.

The Bank’s lending primarily consists of commercial and industrial loans for small to medium sized businesses (to which we refer collectively as small businesses), including all-purpose loans, term

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<sup>4</sup> 98.0% of Enova’s total revenue in 2024 and 98.6% of Enova’s total revenue in 2023 was attributable to financial products and services provided to U.S. customers.

loans, owner-occupied and non-owner occupied commercial real estate term loans, revolving lines of credit, and letters of credit, supplemented by niche financing for venture funds and yacht lending. The Bank's deposit offerings include small business checking and saving accounts, checking and saving accounts tailored to startup companies, and bank products tailored to venture capital and private equity sponsors and their portfolio companies. The Bank's fintech segment offers embedded finance solutions, API Banking, and BaaS partnerships with third-party companies. Following the 2025 acquisition of Auto Club Trust, FSB, the consumer segment provides checking and savings products to a national market and originates auto-secured loans through both direct-to-consumer and white-label channels.

As of September 30, 2025, the Bank had approximately \$1.4 billion in total assets and approximately \$1.3 billion in total deposits on the balance sheet (with an additional \$1.2 billion of off-balance sheet deposits). As of September 30, 2025, the Bank's common equity Tier 1 capital ratio was 10.22 percent, its Tier 1 risk-based capital ratio was 10.22 percent, its total capital ratio was 11.03 percent. Through the first three quarters of 2025, the Bank earned approximately \$52 million in total interest income and approximately \$15 million in total noninterest income.

### **III. Purpose of the Proposed Transactions**

The Target Bank's digital banking business model aligns well with Enova's online lending business model, and the merger of these institutions will further Enova's tradition of innovation and enhance its ability to serve underserved businesses and consumers throughout the credit cycle, without the costs associated with a large brick and mortar footprint. The business maturity, size, and proven capabilities of Enova make it well suited to increase financial inclusion by gaining a depository institution's ability to operate nationwide largely under one set of rules, consistent interest rates, and simplified licensing with federal supervision and Community Reinvestment Act ("CRA") obligations that support accountability and fair access.

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

***Better Serving the Underserved Community.*** Building on the existing robust efforts of Enova and the Target Bank, the Bank Merger will allow Enova to further expand its ability to provide access to the banking system to underserved businesses and customers throughout the credit cycle. Enova's product set does this well today, but will be strengthened in its ability to lend across the credit continuum when it can operate under a uniform federal legal framework and fund loans with low cost deposits. By combining a bank with complimentary capabilities with Enova's online-lending presence, the Bank Merger will allow Enova to create a cohesive portfolio of financing, deposit, and financial management solutions to meet the needs of consumers and small businesses that are not well served by other financial institutions. This portfolio will include affordable checking accounts, loans, lines of credit, financial management products and services. Following the Bank Merger, Enova will be able to directly lend to more individuals and small businesses, and will over time wind-down its business of providing services to community banks, and therefore should have greater capabilities to lend directly to underserved borrowers throughout the credit cycle.

***Stability of Funding Model.*** As a nonbank financial services company, Enova currently depends on external sources of funding, such as warehouse lines of credit, to fund its loans. As a result of the Proposed Transactions, Enova would predominantly lend to customers through its FDIC-insured bank subsidiary, the resulting Bank. Deposits, which are a stable and low-cost source of funding throughout

economic cycles, will form the majority of funds for operations. Further, the resulting Bank could turn to other sources of liquidity, like the Federal Reserve Discount Window in addition to capital markets, to continue to support borrowers as necessary or advisable, including during periods of market instability.

***Operational Efficiencies Achieved Through Enhanced Uniformity of Regulation and Supervision.*** As a nonbank financial services company, Enova currently must obtain lending licenses from numerous states in the U.S. and is subject to a complex patchwork of state laws and regulations. Enova and its subsidiaries presently possess lending licenses in 32 states. As a national bank, the resulting Bank would benefit from the consistency of uniform, nationwide standards to govern its lending, as well as supervision by a single primary prudential federal regulator, the OCC, in lieu of a patchwork of state regulation.

***Driving Innovation in the Banking Sector.*** Enova and the Target Bank are each currently promoting innovation in the financial sector through cutting-edge analytical capacities and digital platforms. As a result of the Proposed Transactions, the resulting Bank will leverage the existing technology and capacity of Enova and the Target Bank, and the benefits of operating as an FDIC-insured depository institution, to quickly and efficiently lend to consumers and small businesses in a readily accessible online platform.

#### **IV. The Merger Agreement**

Upon the terms and subject to the conditions of the Merger Agreement, Grasshopper will merge with and into Enova, with Enova as the surviving corporation resulting from the Merger, and Enova Interim Bank will merge with and into the Target Bank, with the Target Bank as the surviving bank.

Under the Merger Agreement, if the Merger is completed, each share of Grasshopper common stock (excluding certain specified shares owned by Grasshopper or Enova and shares held by stockholders who properly exercise appraisal rights) that is issued and outstanding immediately prior to the effective time of the Merger (the “**Effective Time**”) will be converted into the right to receive (1) approximately 0.038185 of a share of Enova common stock, with cash paid in lieu of fractional shares (the “**Stock Consideration**”), and (2) \$4.845 (the “**Cash Consideration**” and, together with the Stock Consideration, the “**Per Share Merger Consideration**”). The Per Share Merger Consideration is subject to adjustment pursuant to the terms of the Merger Agreement such that the total consideration for all outstanding shares of Grasshopper common stock (the “**Merger Consideration**”) remains no higher than approximately \$350 million in the aggregate (excluding cash paid for Grasshopper stock options and Grasshopper warrants).

At the Effective Time, each stock option granted by Grasshopper to purchase a share of Grasshopper common stock (a “**Grasshopper Stock Option**”) that is outstanding and unexercised immediately prior to the Effective Time, will be fully vested then cancelled and converted into the right to receive from Enova, not less than 10 business days following the Effective Time, a cash payment (less any required tax withholding) equal to the product, rounded up to the nearest cent, of (1) the number of shares of Grasshopper common stock subject to such Grasshopper Stock Option immediately prior to the Effective Time, multiplied by (2) the difference, if positive, between the Cash Consideration multiplied by two (the “**Per Share Cash Amount**”), and the exercise price of such Grasshopper Stock Option. Any Grasshopper Stock Option with an exercise price that equals or exceeds the Per Share Cash Amount, will be canceled with no consideration being paid to the optionholder.

Prior to the Effective Time, Grasshopper will use reasonable best efforts to cause any outstanding and unexercised warrant in respect of Grasshopper common stock (a “**Grasshopper Warrant**”), whether vested or unvested, as of immediately prior to the Effective Time to be canceled and the holder thereof will have no further rights with respect to such Grasshopper Warrant, unless the holder of such Grasshopper Warrant executes prior to the Effective Time a warrant cancellation agreement in form and substance reasonably satisfactory to Enova (which will include a full release of any rights each holder has with respect to a Grasshopper Warrant, other than the cash payment described below), in which case such Grasshopper Warrant subject to an executed warrant cancellation agreement will instead be canceled at the Effective Time without any consideration other than the right to receive from Enova at the Effective Time a cash payment (less any required withholding) payable to such holder of such Grasshopper Warrants of a pro rata amount of the aggregate amount payable by Enova with respect to all the Grasshopper Warrants of \$2,500,000.

The Merger Agreement provides that the directors of Enova in office immediately prior to the Effective Time shall serve as the directors of Enova (as the surviving corporation) from and after the Merger.

The Merger Agreement, which has been approved by the boards of directors of each of Enova and Grasshopper prior to its execution, must also be approved by the affirmative vote of a majority of the votes cast at a meeting of Grasshopper stockholders called for the purpose of voting on the Merger. Enova prepared and filed a Form S-4 on December 29, 2025 to register the shares of Enova common stock that will be delivered to the Grasshopper stockholders as part of the Stock Consideration.<sup>5</sup>

#### **V. Analysis and Due Diligence Conducted by Enova of the Target Bank and Grasshopper**

Enova and Grasshopper both leveraged extensive merger and acquisition experience to conduct a comprehensive reciprocal diligence process. Confidential Exhibit 8 contains a summary of the diligence process.

#### **VI. Factors Under Section 3 of the BHCA**

When evaluating an application for a company to become a bank holding company under Section 3(a)(1) of the BHCA, the Federal Reserve must consider the competitive impact of the transaction,<sup>6</sup> the financial and managerial resources and future prospects of the company or companies and the banks concerned,<sup>7</sup> the convenience and needs of the community to be served,<sup>8</sup> the effectiveness of the company or companies in combatting money laundering activities,<sup>9</sup> and the risks posed by the transaction to the stability of the United States banking or financial system.<sup>10</sup> For the reasons described below, this Application satisfies each factor.

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<sup>5</sup> See Form S-4, Enova International, Inc. (Dec. 29, 2025), <https://www.sec.gov/Archives/edgar/data/1529864/000119312525335296/d27021ds4a.htm>

<sup>6</sup> 12 U.S.C. § 1842(c)(1).

<sup>7</sup> 12 U.S.C. § 1842(c)(2).

<sup>8</sup> 12 U.S.C. § 1842(c)(2).

<sup>9</sup> 12 U.S.C. § 1842(c)(6).

<sup>10</sup> 12 U.S.C. § 1842(c)(7).

**A. Effects on Competition**

Under Section 3(c)(1) of the BHCA, the Federal Reserve must not approve a merger that would “result in a monopoly, or which would be in furtherance of any combination or conspiracy to monopolize or to attempt to monopolize the business of banking in any part of the United States.”<sup>11</sup> The Federal Reserve is also prohibited from approving any merger “whose effect in any section of the country may be substantially to lessen competition, or to tend to create a monopoly, or which in any other manner would be in restraint [of] trade, unless it finds that the anticompetitive effects of the proposed transaction are clearly outweighed in the public interest by the probable effect of the transaction in meeting the convenience and needs of the community to be served.”<sup>12</sup>

The Mergers will have no effect on competition as measured through deposit share, as Enova is not currently a bank holding company and does not own a depository institution. The Enova Interim Bank will be a de novo institution that does not offer any lending products and has no deposits. As such, there is no competitive overlap between the deposit markets of Grasshopper and Enova. More broadly, the Proposed Transactions will have *pro-competitive* impact. Enova and Grasshopper currently do not overlap in any product markets. As a new entrant into banking, Enova will introduce a new source of competition among banking organizations in the market for lending and other financial services, particularly because it intends to expand on the current offerings of Grasshopper Bank and compete on a national basis using a digital platform that is convenient for consumers and small businesses.

**B. Financial and Managerial Resources**

Under Section 3(c)(2) of the BHCA, the Federal Reserve must “take into consideration the financial and managerial resources and future prospects of the company or companies and the banks concerned.”<sup>13</sup> Founded in 2004, Enova has grown over the course of two decades into a well-established online financial services provider with core offerings for consumers and small businesses. As described in greater detail throughout this Application, Enova and Grasshopper have sufficient financial and managerial resources to consummate the Mergers and to integrate Grasshopper’s operations and activities into Enova’s business model in a manner consistent with safe and sound banking principles.

Enova is a large and well-established lender with a history of profitability. Including its third quarter 2025 results, Enova has experienced six consecutive quarters of year-over-year adjusted Earnings per Share growth of at least 25 percent. Enova reported total revenue of \$803 million in the third quarter of 2025, which was a 16 percent increase from \$690 million in the third quarter of 2024. As noted above, since 2004, Enova has served over 13 million customers and originated or purchased over \$65 billion in loans. As of September 30, 2025, Enova had approximately \$5.96 billion in total assets. The Proposed Transactions contemplate that Enova will contribute certain assets to the resulting Bank, infusing the resulting Bank from Day 1 with the financial benefits of operating under the Enova umbrella. For additional information, see Confidential Exhibit 1.

Enova has a track record of several successful integrations, acquiring Pangea Money Transfer (2021), OnDeck (2020), and The Business Backer (2015). The Target Bank currently operates a digital

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<sup>11</sup> 12 U.S.C. § 1842(c)(1)(A).

<sup>12</sup> 12 U.S.C. § 1842(c)(1)(B).

<sup>13</sup> 12 U.S.C. § 1842(c)(2).

financial services business model that aligns well with Enova’s online platform. As a result, Enova’s management is already highly experienced with digital product offerings and will be prepared to oversee added online offerings from the Target Bank. Enova’s Board of Directors and management team will bring extensive experience to their roles at the bank holding company, including experience at banks and technology companies. The Enova board will remain the same, and the resulting Bank board will be the same as the Enova board with the addition of the Target Bank CEO as a director at the Bank level. The CEO of Enova will become the CEO of the resulting Bank, and the current CEO of Grasshopper will become the President of the resulting Bank and join the Enova Executive Leadership Team. The resulting Bank’s management will consist of existing Grasshopper Bank management with the addition of several Enova leaders.

Enova believes the risk management and compliance resources of the combined institution will adequately support the combined institution’s strategic objectives and regulatory obligations. Both Enova and Grasshopper currently use the three lines of defense model of risk management, with board committees that currently oversee Internal Audit and Compliance functions with regular reviews of critical areas, activities, and credit risk. The resulting institutions will continue to maintain robust risk and compliance systems, drawing from the best elements of the merging institutions. In addition, the combined institution will continue to invest in and bolster its risk management and compliance resources. Confidential Exhibit 5 provides pro forma and projected financial statements reflecting the resulting Bank’s balance sheet, projected income, and regulatory capital following the Proposed Transactions. Following consummation of the Proposed Transactions, Enova and the resulting Bank will be well capitalized.

### **C. Convenience and Needs of the Communities to Be Served**

Under Section 3(c)(2) of the BHCA, the Federal Reserve must “take into consideration ... the convenience and needs of the community to be served.”<sup>14</sup> The foundation of Enova’s business is to support the credit needs of consumers and small businesses that are underserved by the banking sector, including nonprime borrowers. Enova has deep experience managing credit risk of nonprime consumers and growing small businesses through multiple business cycles with steady performance resulting from a consistent focus on risk-based unit economics decisioning and a highly adaptable, online-first operating model, along with a liquidity profile supported by cost-effective and diverse funding, maturity laddering, customer payment frequency and demonstrated access to secured and unsecured capital markets that will support regulatory capital requirements and expectations. Through the Proposed Transactions, Enova will acquire an FDIC-insured bank that will provide it with a simpler product and licensing regime, as well as access to a consistent and stable source of funds for lending to these segments throughout the economic cycle and across the credit continuum.

The resulting Bank plans to build on the solid CRA performance record of the Target Bank. Having only begun operations on May 13, 2019, the Target Bank has earned a Satisfactory rating on its initial CRA evaluation as a small bank in 2022.<sup>15</sup> The evaluation report explained that the lending activity was “reasonable, given the de novo status, size, and business strategy of the institution.” Following the Mergers, the resulting Bank will have no branches aside from its main office in Utah. The resulting Bank

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<sup>14</sup> 12 U.S.C. § 1842(c)(2).

<sup>15</sup> See Community Reinvestment Act Performance Evaluation, Grasshopper Bank, NA (Feb. 14, 2022), <https://occ.gov/static/cra/craeval/Jul22/25152.pdf>.

will work with community groups in the community surrounding the main office to ascertain the needs of the community and how best to serve those needs. At this time, Enova anticipates that the resulting Bank will be able to make the greatest impact in its communities through a strategic plan to be developed in consultation with community members following the consummation of the Mergers.

Beyond the resulting Bank's responsibilities under the CRA, the Proposed Transactions will bring benefits to Enova, the Target Bank, and their customers and communities across the United States, including the following:

***Efficiencies of Uniform Standards and Stability of Funding Model***

As described further above, the Proposed Transactions will result in the efficiencies that come from operating a banking business through a national bank, as the resulting Bank will not have to manage licensing and operations on a state-by-state level. Deposits will provide stable funding that will enable Enova (through the resulting Bank) to better serve its customers throughout economic cycles.

***Small Business Lending***

Both Enova and Grasshopper have strong small business lending infrastructures, and the synergies of the combined institution will benefit small business clients nationwide. Enova currently offers small business lending through its OnDeck and Headway Capital brands. The Target Bank is a Preferred Lender for SBA 7(a) and 504 loans, through which it provides needed capital to small businesses and businesses located in low- and moderate-income ("LMI") census tracts.

***Shift to Focus on Underserved Consumers and Small Businesses***

The resulting Bank's strategy and operations will include contributed businesses with associated products consisting of NetCredit consumer installment loans and lines of credit, along with OnDeck small business installment loans and lines of credit, and Headway Capital small business lines of credit. The business strategy and operations will add to the Bank's current focus on deposit-gathering and lending to consumers and growing small businesses. The Target Bank will maintain its strategy of offering a premier banking experience for commercial and consumer customers, adapting to the demographics served by the NetCredit and small business products.

***Convenient Access to Banking Products and Services***

The resulting Bank will provide a customer centric digital-first banking experience operating 24 hours a day, 7 days a week. Consistent with both Enova's and Grasshopper's existing customer acquisition models, customers of the resulting Bank will be able to submit loan and banking applications using computers, tablets, and mobile devices at any time of day. This approach maximizes convenience for many Americans, and it promotes financial inclusion by reaching consumers who may be physically distant from a bank branch, whose working hours preclude them from visiting a traditional branch, or who are otherwise underserved. Enova believes that the convenience of its online products and 24/7 availability to accept applications with quick approval decisions are important to its customers and to the lending system.

While the resulting Bank will engage with customers in a digital first manner, its technology enabled business model will be paired with an available personal support team to assist in answering

questions and meeting financial needs. This customer support team will be available daily during extended hours.

#### **D. Record of Anti-Money Laundering Compliance**

Under Section 3(c)(6) of the BHCA, the Federal Reserve must “take into consideration the effectiveness of the company or companies in combatting money laundering activities, including in overseas branches.”<sup>16</sup> Enova is dedicated to serving its customers with the highest standards of financial integrity and industry compliance. Enova is already subject to certain anti-money laundering (“AML”) compliance obligations in the United States and other jurisdictions in which Enova conducts business. In the United States, the USA PATRIOT Act and the Bank Secrecy Act require Enova to maintain an anti-money laundering compliance program to cover certain business activities. The program is required to include: (1) the development of internal policies, procedures and controls; (2) designation of a compliance officer; (3) an ongoing employee training program; and (4) an independent audit function to test the program. Enova has a strong record of compliance with AML compliance requirements and is not, and has not previously been, subject to any AML enforcement actions.

Enova will expand its AML program following the Proposed Transactions to encompass obligations of an insured depository institution, leveraging and extending the existing AML framework of the Target Bank to cover the full range of products that the resulting Bank will offer. Target Bank also has a strong record of compliance with AML compliance requirements and has implemented compliance controls corresponding with the five pillars of an effective AML compliance program. The Target Bank is not subject to any formal AML enforcement actions.

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

Pursuant to Section 3(c)(7) of the BHCA, the Federal Reserve must consider the extent to which the proposed merger transaction would pose a risk to the financial stability of the U.S. banking or financial system.<sup>17</sup> In assessing the impact of the transaction, the Federal Reserve considers factors including (1) the size of the resulting firm, (2) the availability of substitute providers for any critical products and services offered by the resulting firm, (3) the interconnectedness of the resulting firm with the banking or financial system, (4) the extent to which the resulting firm contributes to the complexity of the financial system, (5) the extent of the cross-border activities of the resulting firm, and (6) qualitative factors, such as the opacity and complexity of an institution’s internal organization, that are indicative of the relative degree of difficulty of resolving the resulting firm.<sup>18</sup> On each of these factors, the Proposed Transaction will not pose a financial stability risk:

1. ***Size of Resulting Firm.*** The Federal Reserve has stated that “[t]he Board’s experience has shown that proposals involving an acquisition of less than \$10 billion in total assets, or that result in a firm with less than \$100 billion in total assets, generally are not likely to pose

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<sup>16</sup> 12 U.S.C. § 1842(c)(6).

<sup>17</sup> 12 U.S.C. § 1842(c)(7).

<sup>18</sup> See Federal Reserve System, Federal Reserve Order No. 2015-16: Order Approving the Acquisition of a Bank: HPB Holding, Inc. (Oct. 16, 2015), <https://www.federalreserve.gov/newsevents/pressreleases/files/orders20151016a1.pdf>.

systemic risks.”<sup>19</sup> Enova following the Mergers will have significantly less than \$100 billion in combined assets. Based on Enova’s and Grasshopper Bancorp’s balance sheets as of September 30, 2025, the Bank Merger will involve the acquisition of approximately \$1.41 billion in total assets and the combined holding company will have approximately \$7.4 billion in total assets.

2. ***Substitutability of Critical Products and Services of the Resulting Firm.*** None of Enova’s or Grasshopper’s products (or those of Enova following the Proposed Transactions) should be regarded as “critical products and services.” These institutions primarily offer lending and deposit services provided by numerous financial institutions nationwide.
3. ***Interconnectedness of the Resulting Firm.*** The combined institution will not be so interconnected with the banking or financial system that financial distress of the combined institution would cause risks to other institutions. Enova has no plans for the resulting Bank to lend to or borrow from other banking organizations, and instead will focus the Bank’s business plan on retail target markets. Enova will continue to maintain debt facilities from other financial institutions, but does not plan to lend to other financial institutions.
4. ***Complexity of the Resulting Firm.*** Following the Proposed Transactions, neither Enova nor the resulting Bank will have a corporate structure, a funding model, branch network, or relationships with other depository institutions or counterparties that will materially contribute to the complexity of the financial system. Neither Enova nor the resulting Bank will engage in extensively complex activities such as clearing or settlements. Instead, the resulting Bank will have a straightforward lending and deposit-taking business model with a straightforward corporate structure. The resulting Bank will focus on consumer and small business lending, retail-deposit gathering, and a proven BaaS business model.
5. ***Cross-Border Activities of the Resulting Firm.*** The resulting Bank does not intend to engage in cross-border activities after final approval by the Federal Reserve.
6. ***Resolvability of the Resulting Firm.*** The Target Bank is currently an insured depository institution that would be resolved pursuant to the Federal Deposit Insurance Act (“**FDI Act**”) in the event of failure or insolvency. The combined institution would continue to be subject to resolution under the FDI Act in the event of failure or insolvency. The resulting Bank will not engage in any complex business activities that would be an impediment to an orderly resolution that does not present risk to the Deposit Insurance Fund. Likewise, Enova could be resolved effectively under the U.S. Bankruptcy Code.

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<sup>19</sup> See Federal Reserve System, Federal Reserve Order No. 2015-16: Order Approving the Acquisition of a Bank: HPB Holding, Inc. (Oct. 16, 2025), <https://www.federalreserve.gov/newsevents/pressreleases/files/orders20251016a1.pdf>. Also, the legislative history of the Economic Growth, Regulatory Relief, and Consumer Protection Act, indicates that an institution with less than \$100 billion in total consolidated assets is not systemically important or risky. See 164 Cong. Rec. S1572 (Executive Session, daily ed. Mar. 8, 2018) (Senate sponsor Mike Crapo citing testimony from Federal Reserve Board Chair Jerome Powell for the notion that banks with under \$100 billion in assets do not present systemic risks to the economy).

**VII. Requested Approval Timeframe**

The parties desire to close the Mergers as expeditiously as practicable. As such, Enova requests Federal Reserve approval of this Application as soon as practicable.

**VIII. Public Notice**

On Wednesday, January 21, 2026, the parties will publish Federal Reserve notices in the Chicago Tribune and Wall Street Journal, and the parties will publish OCC notices in the Wall Street Journal and Salt Lake Tribune. On Wednesday, January 28, 2026, the parties will publish OCC notices in the Wall Street Journal and Salt Lake Tribune. On Saturday, February 14, 2026, the parties will publish an OCC notice in the Wall Street Journal. Finally, on Sunday, February 15, 2026, the parties will publish an OCC notice in the Salt Lake Tribune. The form of newspaper notice is included as Public Exhibit G.

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REQUESTED INFORMATION FOR FORM FR Y-3

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**I. Proposed Transaction**

- 1. Describe the transaction’s purpose. Identify any changes to the business plan of the Bank/Bank Holding Company to be acquired or the Resultant Institution. Identify any new business lines.**

As described in further detail in Section I of the Overview, the Mergers will allow Enova to further expand its ability to provide access to the banking system to underserved businesses and customers throughout the credit cycle. As described in more detail in the Bank Business Plan, included as Confidential Exhibit 1, following the Proposed Transactions, the Target Bank will maintain or expand certain key Target Bank business lines, including SBA lending, small business lending and banking, consumer auto lending, and the BaaS business lines. Enova will migrate its existing small business lending business line and existing NetCredit installment loans and lines of credit products to the resulting Bank, such that the resulting Bank will originate new loans in these segments following the Proposed Transactions. The Target Bank also will make certain other changes to existing business lines that are not expected to impact LMI consumers or small businesses.

- 2. Provide a copy of the Applicant’s integration plan to merge the operations of the combined organization. The integration plan should specify how risk management systems, operational processes, products and services, and other functions/processes of the Applicant and Target companies would be combined to achieve the strategic, financial, and operational goals of the proposed transaction. The plan should delineate the expected timeline to complete the integration process, focusing on core system conversions, and should identify the integration plan leadership and/or key personnel responsible for monitoring and completing the principal elements of the plan. As appropriate, the plan should specify completion dates for key elements of the integration plans.**

Please see Confidential Exhibit 23 for a summary of Enova’s integration plans.

- 3. Provide the following with respect to the Bank/Bank Holding Company to be acquired:**

- a. Total number of shares of each class of stock outstanding;**

As of November 12, 2025, 36,115,044 shares of common stock, par value \$0.01 per share, of Grasshopper (“**Grasshopper Common Stock**”) were issued and outstanding, and no shares of Grasshopper preferred stock were issued and outstanding.

**b. Number of shares of each class now owned or under option by the applicant, by subsidiaries of the applicant, by principals of the applicant,<sup>20</sup> by trustees for the benefit of the applicant, its subsidiaries, shareholders, and employees as a class, or by an escrow arrangement instituted by the applicant;**

Enova and its direct and indirect subsidiaries do not currently own shares of any class of Grasshopper stock nor any options to buy such shares. No such ownership is held by trustees for the benefit of Enova or its subsidiaries, stockholders, or employees, or by an escrow arrangement instituted by Enova. Based on publicly-available beneficial ownership filings as of April 23, 2025, as summarized in BlackRock, Inc.'s Schedule 13G/A filing dated April 23, 2025, BlackRock, Inc. controls approximately 14 percent of Enova's common stock. BlackRock does not currently own any shares of Grasshopper.

**c. Number of shares of each class to be acquired by cash purchase; the amount to be paid, per share and in total; and the source of funds to be applied to the purchase;**

At the Effective Time, all shares of Grasshopper common stock (excluding certain specified shares owned by Grasshopper or Enova and shares held by stockholders who properly exercise appraisal rights) issued and outstanding, which as of December 10, 2025 totaled 36,115,245, will be converted into the right to receive (1) approximately 0.038185 of a share of Enova common stock, with cash paid in lieu of fractional shares, and (2) \$4.8452, subject to an adjustment pursuant to the terms of the Merger Agreement. Accordingly, the aggregate amount of cash to be paid by Enova for all shares of Grasshopper common stock (excluding certain specified shares owned by Grasshopper or Enova and shares held by stockholders who properly exercise appraisal rights) issued and outstanding immediately prior to the Effective Time will be (a) cash paid in lieu of fractional shares – the amount of which is currently undetermined, *plus* (b) \$174,978,362, subject to an adjustment pursuant to the terms of the Merger Agreement. The cash paid per fraction of a share will be determined by reference to the average closing price of Enova Common Stock in the 10 trading days preceding the determination date, which will be the fifth business day prior to closing.

At the Effective Time, shares of Grasshopper common stock underlying in-the-money Grasshopper Stock Options, which as of December 10, 2025 totaled 2,797,000, will be canceled and converted into the right to receive a cash payment from Enova; out-of-the-money Grasshopper stock options will be canceled.

If the holder of a Grasshopper Warrant executes prior to the Effective Time a warrant cancellation agreement in form and substance reasonably satisfactory to Enova, such Grasshopper Warrant will be canceled at the Effective Time without any consideration other than the right to receive from Enova at the Effective Time a cash payment payable to such holder of such Grasshopper Warrants of a pro rata amount of the aggregate amount payable by Enova with respect to all the Grasshopper Warrants of \$2,500,000.

The source of the funds for these payments will be cash on hand.

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<sup>20</sup> The term principal as used herein means any individual, corporation, or other entity that (1) owns, or controls, directly or indirectly, individually or as a member of a group acting in concert, 10 percent or more of any class of voting securities or other voting equity interest of the entity; (2) is a director, trustee, partner, or executive officer; or (3) with or without ownership interest, participates, or has the authority to participate in major policy-making functions, whether or not the individual has an official title or is serving without compensation. If the applicant believes that any such individual should not be regarded as a principal, the applicant should so indicate and give reasons for such opinion.

- d. Number of shares of each class to be acquired by exchange of stock, the exchange ratio, and the number and description of each class of the applicant's shares to be exchanged; and**

At the Effective Time, all shares of Grasshopper common stock (excluding certain specified shares owned by Grasshopper or Enova and shares held by stockholders who properly exercise appraisal rights) issued and outstanding, which as of December 10, 2025 totaled 36,115,245, will be converted into the right to receive (1) approximately 0.038185 of a share of Enova common stock, par value \$0.00001 per share, with cash paid in lieu of fractional shares, and (2) \$4.8452, subject to an adjustment pursuant to the terms of the Merger Agreement.

- e. A copy of the purchase, operating, shareholder, trust or other agreements associated with the proposed transaction. Also, provide the expiration dates of any contractual arrangement between the parties involved in this application and a brief description of any unusual contractual terms, especially those terms not disclosed elsewhere in the application. Note any other circumstances that might affect timing of the proposal.**

The Merger Agreement for the Holding Company Merger is attached as Public Exhibit A to the Application. The Merger Agreement includes customary terms for a transaction of this type. The Amendment No. 1 to the Merger Agreement is attached as Public Exhibit B to the Application. Either party generally may terminate the Merger Agreement if the Mergers have not been consummated by 12 months after the date of the Merger Agreement.<sup>21</sup>

- 4. If the proposed transaction is an acquisition of assets and assumption of liabilities, indicate the total price and the source of funds that the applicant intends to use for the proposed purchase, and discuss the effect of the transaction on the operations of the applicant.**

Not applicable. The proposed transaction is a merger, not an acquisition of assets or assumption of liabilities.

- 5. If the proposed transaction involves the acquisition of an unaffiliated banking operation or otherwise represents a change in ownership of established banking operations, describe briefly the due diligence review conducted on the target operations by the applicant. Indicate the scope of and resources committed to the review, explain any significant adverse findings, and describe the corrective action(s) to be taken to address those weaknesses.**

Enova and Grasshopper both leveraged extensive merger and acquisition experience to conduct a comprehensive reciprocal diligence process. Confidential Exhibit 8 contains a summary of the diligence process.

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<sup>21</sup> The Form of Voting Agreement is attached as Public Exhibit C. The Investor Presentation is attached as Public Exhibit D. The Proposed Transactions' press release is attached as Public Exhibit E.

**6. Provide a list of all regulatory approvals and filings required for the proposed transaction and the status of each filing.**

***Bank Merger-Related Filings***

- Enova Interim Bank is filing an Interagency Bank Merger Act application with the OCC to obtain approval of the Bank Merger pursuant to the Bank Merger Act, 12 U.S.C. § 1828(c) and the National Bank Act, 12 U.S.C. § 215a-1.
- Simultaneously with the filing of the Interagency Bank Merger Act application, Enova is filing an Interim National Bank Application to form Enova Interim Bank pursuant to 12 C.F.R. § 5.33(e)(4) with the OCC.
- Enova Interim Bank is filing National Bank Director Residency Waivers pursuant to 12 C.F.R. § 5.43 with the OCC.
- The Target Bank is filing a Substantial Asset Change application pursuant to 12 C.F.R. § 5.53 with the OCC, for approval of the Contribution and Business Plan Execution.
- The Target Bank is filing an Application for a Material Noncash Contribution to Capital Surplus pursuant to 12 C.F.R. § 5.46(g)(1)(ii)(C) with the OCC, for approval of the Contribution and Business Plan Execution.

***Holding Company Merger-Related Filings***

- Enova is filing this Application for prior Federal Reserve approval to become a bank holding company by virtue of the acquisition of Grasshopper and the Target Bank pursuant to Section 3 of the BHCA, 12 U.S.C. § 1842.
- Enova is filing an election to become a financial holding company, pursuant to section 4 of the BHCA.
- Enova is submitting a Notification by a Bank Holding Company to Acquire a Nonbank Company and/or Engage in Nonbanking Activities on Form FR Y-4 pursuant to Section 4 of the BHCA with the Federal Reserve.
- Additionally, Enova will file certain documents, forms, and reports with the U.S. Securities and Exchange Commission to comply with the federal securities laws that apply to the Mergers.

**7. Provide a copy of any findings, orders, approvals, denials or other documentation regarding the proposed transaction issued by any regulatory authority.**

Not applicable. There are no such findings, orders, approvals, denials, or other documentation relating to the Mergers issued by any regulatory authority.

- 8. For applications filed pursuant to section 3(a)(1) of the BHC Act, if the proposed transaction would result in an organization other than a shell one-bank holding company, submit a pro forma organization chart showing the applicant's percentage of ownership of all banks and companies, both domestic and foreign, in which it directly or indirectly will own or control more than 5 percent of the outstanding voting shares.**

A pro forma organization chart is attached as Confidential Exhibit 33.

## **II. Financial and Managerial Information**

**Note: Where the subsidiary or target banks have elected to utilize the Community Bank Leverage Framework, applicants are not required to identify risk-weighted assets or provide risk-weighted capital ratios where requested.**

- 9. a. For an applicant that is not or would not be subject to consolidated capital standards following consummation of the proposed transaction,<sup>22</sup> provide a parent company balance sheet as of the end of the most recent quarter, showing separately each principal group of assets, liabilities, and capital accounts; debit and credit adjustments (explained by detailed footnotes) reflecting the proposed transaction; and the resulting pro forma balance sheet. The pro forma balance sheet should reflect the adjustments required under business combination and fair value accounting standards;**

Not applicable. Enova and the resulting Bank will be subject to consolidated capital standards following consummation of the Proposed Transactions.

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<sup>22</sup> This type of applicant includes a company or similar organization that on a pro forma basis would be subject to the Board's Small Bank Holding Company Policy Statement.

**b. For an applicant that is or would be subject to consolidated capital standards following consummation of the proposed transaction,<sup>23</sup> provide parent company and consolidated balance sheets as of the end of the most recent quarter, showing separately each principal group of assets, liabilities, and capital accounts; debit and credit adjustments (explained by detailed footnotes) reflecting the proposed transaction; and the resulting pro forma balance sheets; and the financial information provided should be prepared in accordance with GAAP, and be in sufficient detail to reflect any:**

- **Common equity and preferred stock;**
- **Other qualifying capital;<sup>24</sup>**
- **Long and short-term debt;**
- **Goodwill and all other types of intangible assets;**
- **Material changes between the date of the balance sheet and the date of the application (explained by footnotes).**

Please see Confidential Exhibit 5.

**c. Provide a broad discussion on the valuation of the target entity and any anticipated goodwill and other intangible assets. Also discuss the application of fair value and any election to apply push-down accounting adjustments, as appropriate.**

Please see Confidential Exhibit 24.

**d. For an applicant regardless of whether it is subject to consolidated capital standards, provide a breakdown of the pro forma equity of the applicant by dollar amount, number of shares and class of stock, as appropriate, including voting and non-voting shares of the applicant.**

Please see Confidential Exhibit 5 for pro forma equity of the resultant institution by dollar amount. As of October 22, 2025, Enova had 24,801,579 shares of common stock outstanding. As of November 12, 2025, 36,115,044 shares of common stock, par value \$0.01 per share, of Grasshopper Common Stock were issued and outstanding, and no shares of Grasshopper preferred stock were issued and outstanding. Enova does not currently have, and does not expect to have following the Mergers, any shares of nonvoting common stock or any shares of preferred stock outstanding.

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<sup>23</sup> This type of applicant includes a company or similar organization that on a pro forma basis would not be subject to Board's Small Bank Holding Company Policy Statement.

<sup>24</sup> Other qualifying capital includes, but is not limited to, trust preferred securities.

- 10. For an applicant that is or would be subject to consolidated capital requirements under Regulation Q (12 CFR part 217) following consummation of the proposed transaction, provide a breakdown of the organization's existing and pro forma risk-weighted assets as of the end of the most recent quarter, showing each principal group of on and off-balance sheet assets and the relevant risk-weight. Also, identify the existing and pro forma components of common equity tier 1, additional tier 1 and tier 2 capital pursuant to the capital adequacy regulations as of the end of the most recent quarter, and provide calculations of applicant's existing and pro forma common equity tier 1 capital, tier 1 capital, total capital, and leverage ratios pursuant to the capital adequacy regulations. If applicable, also provide the applicant's existing and pro forma supplementary leverage ratio pursuant to the capital adequacy regulations.**

Please see Confidential Exhibit 5 for a schedule of the existing and pro forma risk-weighted assets and existing and pro forma capital components and calculations.

- 11. Provide for the applicant and any other Bank(s)/Bank Holding Company(ies) that would result from the proposal:**

- a. A description of any plans (in connection with the proposed transaction, or otherwise) to issue, incur, or assume additional common equity, preferred stock, other qualifying capital, and/or debt. Specify the amount, purpose, name and location of the issuer and/or lender; provide a copy of any loan agreement, loan commitment letter from the lender, or other underlying agreement which provides the interest rate, maturity, collateral, and proposed amortization schedule; and discuss what resources would be used to service any debt or capital instruments arising from the proposed transaction; and**

Enova is proposing to issue approximately 1,551,801 shares of Enova common stock in connection with the Merger for the payment of the Stock Consideration. However, an increase or decrease in the number of outstanding shares of Grasshopper common stock prior to completion of the Merger could cause the actual number of shares issued in connection with the Merger to change. The issuance of these shares does not require any funds. The source of funds for payment of the aggregate Cash Consideration will be cash on hand.

**b. Cash flow projections under the following limited circumstances:**

- i. For an applicant that is or would be subject to consolidated capital standards following consummation of the proposed transaction and that would incur or assume any debt in the proposal such that parent company long-term debt would exceed 30 percent of parent company equity capital, provide cash flow projections for the parent company for each of the next three years, along with supporting schedules for each material cash receipt and disbursement. If an applicant projects that dividends or other payments from subsidiary banks will be used to service parent company debt and/or other obligations, provide projections of subsidiary bank(s) assets, earnings, and dividends, as well as common equity tier 1, additional tier 1, total capital, and leverage ratios (including the supplementary leverage ratio, if applicable) or Community Bank Leverage Ratio, pursuant to the capital adequacy regulations. If the combined assets of the subsidiary banks exceed the asset threshold of the Board's Small Bank Holding Company Policy Statement, subsidiary bank data may be shown on an aggregate basis.**

Not applicable. Enova will not incur or assume any debt or other obligations in the Mergers.

- ii. For an applicant that is not or would not be subject to consolidated capital standards following consummation of the proposed transaction and that would incur or assume any debt or other obligations in the proposal such that parent company debt<sup>25</sup> would exceed 30 percent of parent company equity capital, provide cash flow projections for the parent company for each of the next twelve years, along with supporting schedules for each material cash receipt and disbursement. These projections must clearly demonstrate the ability of the parent company to reduce the debt to equity ratio to 30 percent or less within twelve years of consummation and must take into account the schedule of principal reduction required by the parent company's creditor(s). Include projections of subsidiary bank(s) assets, earnings, dividends, and other payments to affiliates, as well as common equity tier 1 capital, tier 1 capital, total capital and leverage ratios or Community Bank Leverage Ratio, as appropriate. Explain the methods and assumptions utilized in the projections.**

Not applicable. Enova will be subject to consolidated capital standards following consummation of the Mergers.

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<sup>25</sup> Including any debt issued/incurred by nonbanking subsidiaries, such as trust preferred securities.

- c. Provide a current and pro forma shareholders list of the ownership of applicant. For the current and pro forma shareholders of the applicant identify those shareholders who are, or would be, presumed to be acting in concert pursuant to 12 CFR Section 225.41(d).**

Enova is a publicly-traded company, with shares of its common stock traded on the New York Stock Exchange, and thus its securities are generally widely-held with dispersed ownership. Enova is not aware of shareholders with 5 percent or more of the stock of Enova that are acting in concert pursuant to 12 C.F.R. § 225.41(d). Enova’s shareholders are expected to be diluted, to a level to be determined, as a result of the stock component of the Merger Consideration.

As of the most recently-available beneficial ownership filings, the largest holders of Enova’s outstanding common stock are the following:

<b>Enova International, Inc. Common Stock Ownership<sup>26</sup></b>		
<b>Investor</b>	<b>Number of Shares Beneficially Owned<sup>27</sup></b>	<b>Percent of Class<sup>28</sup></b>
BlackRock, Inc.	3,560,667.00	14.36
The Vanguard Group	2,087,747.00	8.42
Dimensional Fund Advisors LP	1,182,662.00	4.77

No additional entity or individual will become a 5 percent or greater stockholder of Enova as a result of the Mergers.

<sup>26</sup> Based on publicly available beneficial ownership filings.

<sup>27</sup> Based on S&P Global Market Intelligence, which aggregates public filings, as of September 30, 2025. Totals are based on aggregated holdings for all reporting entities that hold ENVA shares and include positions held by both 13F-reporting funds and funds not required to file 13Fs. Fund-level holdings may reflect slightly different dates due to each fund’s individual reporting schedule.

<sup>28</sup> Calculations based on 24,801,579 shares outstanding as of October 22, 2025, as reported on Enova’s Form 10-Q for the third quarter of 2025, *available at* <https://www.sec.gov/ix?doc=/Archives/edgar/data/0001529864/000119312525249986/enva-20250930.htm>.

- d. If the subject transaction will be funded in whole, or in part, through the issuance of additional stock instruments, describe the current status of the stock raising efforts. Provide copies of the prospectus, private placement memorandum, and other documents associated with the capital raise. In addition, provide copies of any stock commitments, subscription agreements, or escrow account statements evidencing capital raised. Before submitting a final application, please contact the appropriate Reserve Bank to discuss the timing considerations of the capital raising efforts with regard to submission of the application.**

As noted above, Enova is proposing to issue common equity for 50 percent of the consideration of the Mergers with the other 50 percent paid using unrestricted cash from Enova's balance sheet.

**12. For applications filed pursuant to section 3(a)(1) of the BHC Act, provide for the applicant and the Bank a list of principals (including changes or additions to this list to reflect consummation of the transaction), providing information with respect to each as follows:**

- a. Name and address (City and State/Country). If the principal's country of citizenship is different from his or her country of residence, then state the country of citizenship;**
- b. Title or positions with the applicant and the Bank;**
- c. Number and percentage of each class of shares of the applicant and the Bank owned, controlled, or held with power to vote by this individual;<sup>29</sup>**
- d. Principal occupation if other than with the applicant or the Bank;**
- e. Percentage of direct or indirect ownership, if such ownership represents 10 percent or more of any class of shares, or positions held in any other depository institution or depository institution holding company.<sup>30</sup> Give the name and location of such other depository institution or depository institution holding company. (Information that has been collected or updated within the past 12 months may be submitted, unless the applicant has reason to believe that such information is incorrect.);**

For information responsive to items (a) through (e), please see the Confidential Interagency Biographical and Financial Report and Resume Volume.

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<sup>29</sup> Include shares owned, controlled or held with power to vote by principal's spouse, dependents and other immediate family members. Give record ownership and, to the extent information is available, beneficial ownership of shares held by trustees, nominees, or in street names.

<sup>30</sup> For purposes of this application, a "depository institution" is defined as a commercial bank (including a private bank), a savings bank, a trust company, a savings and loan association, a homestead association, a cooperative bank, an industrial bank, or a credit union.

- f. Interagency Biographical and Financial Reports (IBFRs) are required for certain individuals. Consult with the appropriate Reserve Bank for guidance on who should provide an IBFR. See SR 15-8 Name Check Process for Domestic and International Applications and SR 20-20 Updated Fingerprinting Process Related to Applications Reviewed by the Federal Reserve for more details; and**

Enova is providing IBFRs for individuals that will serve as senior executive officers and directors of Enova and the resulting Bank following the Proposed Transactions.

- g. If the principal is a corporation or partnership, provide financial statements (balance sheets and income statements) for the two most recent fiscal years and the most recent quarter end. Discuss any negative trends in the financial statements.**

Not applicable.

- 13. For applications filed pursuant to sections 3(a)(3) or 3(a)(5) of the BHC Act, list any changes in management or other principal relationships for the applicant and any other Bank(s)/Bank Holding Company(ies) that would result from the proposal. For any existing or proposed principal of the applicant or the Bank/Bank Holding Company that is also a principal of any other depository institution or depository institution holding company, provide the following information:**

- a. Name, address, and title or position with Applicant, Bank/Bank Holding Company, and any other depository institution or depository institution holding company (give the name and location of the other depository institution or depository institution holding company);**
- b. Number and percentage of each class of shares of the applicant and the Bank/Bank Holding Company owned, controlled, or held with power to vote by this individual;<sup>31</sup>**
- c. Principal occupation if other than with the applicant or the Bank/Bank Holding Company;**
- d. Percentage of direct or indirect ownership held in the other depository institution or depository institution holding company if such ownership represents 10 percent or more of any class of shares. (Information that has been collected or updated within the past 12 months may be submitted, unless the applicant has reason to believe that such information is incorrect); and**
- e. For any new (to applicant) principal shareholders, directors, or senior executive officer, provide an IBFR including completion of all required financial information.**

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<sup>31</sup> As defined in footnote number 20.

Not applicable.

- 14. If the consolidated assets of the resulting organization are less than the asset threshold of the Board's Small Bank Holding Company Policy Statement for each principal of the applicant who either would retain personal indebtedness or act as guarantor for any debt that was incurred in the acquisition of shares of the applicant or the Bank/Bank Holding Company, provide the following:**
- a. Name of borrower and title, position, or other designation that makes the borrower a principal of the applicant;**
  - b. Amount of personal indebtedness to be retained;**
  - c. A description of the terms of the borrowing, the name and location of the lender, and a copy of any related loan agreement or loan commitment letter from the lender;**
  - d. Statement of net worth as of a date within three months of the applicant's final filing of the application. The statement of net worth should be in sufficient detail to indicate each principal group of assets and liabilities of the reporting principal, and the basis for the valuation of assets (provide supporting documentation, as appropriate). In addition to debts and liabilities, the reporting principal should state on a separate schedule, any endorsed, guaranteed, or otherwise indirect or contingent liability for the obligation of others; and**
  - e. Statement of most current year's income. In addition to indicating each principal source of annual income, the reporting principal should list annual fixed obligations arising from amortization and other debt servicing. (If the most current year's statement is not representative of the future, the reporting principal should submit a pro forma income statement and discuss the significant changes and the basis for those changes.)**

Not applicable. Enova's total assets will be greater than the asset threshold of the Small Bank Holding Company Policy Statement.

- 15. Identify any management official of the applicant, as defined in the Board's Regulation L, who also is a management official at another depository institution, bank holding company or savings and loan holding company.**

Information pertaining to management interlocks is provided in Confidential Exhibit 29.

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

Other than the following, there is no litigation or investigation by local, state, or federal authorities involving Enova or any of its subsidiaries or Grasshopper or any of its subsidiaries that is currently pending or was resolved within the last two years.

- On January 25, 2019, the Consumer Financial Protection Bureau (the “CFPB”) issued an order against Enova. The CFPB found that Enova violated the Consumer Financial Protection Act of 2010 and required Enova to, among other things, pay a \$3.2 million civil money penalty. The Consent Order was set to terminate 5 years after the effective date.
- On November 15, 2023, Enova consented to the issuance of a Consent Order by the CFPB pursuant to which Enova agreed, without admitting or denying any of the facts or conclusions, to pay a civil money penalty of \$15 million. The Consent Order related to issues, the majority of which were self-disclosed, including payment processing and debiting errors. Effective August 29, 2025, the CFPB terminated the Consent Order in full and waived any alleged non-compliance therewith.
- On August 6, 2024, a Final Order was entered by the Commissioner of the Florida Office of Financial Regulation approving the Stipulation and Consent Agreement with CashNetUSA of Florida, LLC, for alleged violations related to its historical payday lending activity from April 1, 2017 to March 31, 2019. CashNetUSA of Florida, LLC paid a fine of \$13,000. The Commissioner alleged that CashNetUSA of Florida, LLC had: (i) failed to include the drawer’s date of birth and social security number in the deferred presentment transaction agreements; (ii) failed to maintain copies of the drawer’s verifiable means of identification; (iii) failed to enter the correct information into the Deferred Presentment Provider database; (iv) failed to pay 1/2 of its fee to the credit counseling program; and (v) failed to accurately complete the Security Device Calculation Form.

Additional information regarding litigation, administrative actions, and investigations may be found in Confidential Exhibit 25 and Confidential Exhibit 26.

### **III. Competition**

**If the subject transaction is a bank holding company formation involving only one bank or an application filed pursuant to section 3(a)(3) or 3(a)(5) of the BHC Act to acquire a de novo bank, a response to items 17 and 18 is not required. Otherwise, the applicant should contact the appropriate Reserve Bank to determine whether a response to items 15 and 16 will be necessary. If a response is required, the applicant should obtain a preliminary definition of the relevant banking markets from the appropriate Reserve Bank. If the applicant disagrees with the Reserve Bank’s preliminary definition of the banking market(s), it may in addition to supplying the information requested on the basis of the Reserve Bank’s definition of the banking market(s), include its own definition of the banking market(s), with supportive data, and answer the questions based on its definition. If later analysis leads Federal Reserve staff to alter the preliminary definition provided, The applicant will be so informed.**

- 17. Discuss the effects of the proposed transaction on competition considering the structural criteria specified in the Board’s Rules Regarding Delegation of Authority (section 265.20(c)(12)(v)(A)). The applicant may be required to provide additional information if Federal Reserve staff determines that the proposal exceeds existing competitive guidelines. Also, if divestiture of all or any portion of any bank or nonbanking company constitutes part of this proposal, discuss in detail the specifics and timing of such divestiture.**

Not applicable, as the Merger results in a bank holding company formation involving only one bank. *See* Section VI.A of the Overview for detail regarding the pro-competitive impacts on competition that will result from the Proposed Transactions.

- 18. If the proposal involves the acquisition of non-bank operations under sections 4(c)(8) and 4(j) of the Bank Holding Company Act, a Form FR Y-4 should be submitted in connection with FR Y-3 filing. At a minimum, the information related to the nonbank operations should include the following:**

- a. A description of the proposed activity(ies);
- b. The name and location of the applicant’s and the Bank’s direct or indirect subsidiaries that engage in the proposed activity(ies);
- c. Identification of the geographic and product markets in which competition would be affected by the proposal;
- d. A description of the effect of the proposal on competition in the relevant markets; and
- e. A list of major competitors in each affected market.
- f. In addition, the applicant should identify any other nonbank operations to be acquired, with brief descriptions of the activities provided.

Not applicable, as the Merger results in a bank holding company formation involving only one bank.

- 19. In an application in which any principal of the applicant or the Bank/Bank Holding Company is also a principal of any other insured depository institution or depository institution holding company, give the name and location of each office of such other institution that is located within the relevant banking market of the Bank/Bank Holding Company, and give the approximate road miles by the most accessible and traveled route between those offices and each of the offices of Bank/Bank Holding Company.**

Not applicable, as the Merger results in a bank holding company formation involving only one bank.

#### **IV. Convenience and Needs**

- 20. Describe how the proposal would assist in meeting the convenience and needs of the community(ies) to be served, including but not limited to the following:**

The foundation of Enova’s business is to support the credit needs of consumers and small businesses that are underserved by the banking sector, including nonprime borrowers. Enova has deep

experience managing credit risk of nonprime consumers and small businesses through a range of business cycles with steady performance resulting from a consistent focus on risk-based unit economics decisioning and a highly adaptable, online-first operating model, along with a liquidity profile supported by cost-effective and diverse funding, maturity laddering, customer payment frequency and demonstrated access to secured and unsecured capital markets that will support regulatory capital requirements and expectations. Through the Proposed Transactions, Enova will acquire an FDIC-insured bank that will provide it access to a consistent and stable source of funds for lending to these segments throughout the economic cycle. The Proposed Transactions will enhance Enova's ability to serve its customers through a broader range of products and services and expand Enova's base of customers.

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

The Target Bank has an active CRA program through which it ascertains and addresses the needs of the community in which it is located, though the Target Bank also fulfills needs of its nationwide client base outside of its New York assessment area. As a result of the Proposed Transactions, Enova and the resulting Bank will continue to serve a nationwide customer base, including residents and businesses located in the area surrounding the resulting Bank's Utah main office.

The resulting Bank will work with community groups to develop a CRA plan that will effectively serve the needs of its community, including the needs of low- and moderate- income individuals. The resulting Bank plans to complete a needs assessment during its first year of operation, opening a dialogue and engaging with local community leaders.

**b. For the combining institutions, list any significant anticipated changes in services or products offered by the depository subsidiary (ies) of the applicant or target that would result from the consummation of the transaction.**

The resulting Bank's post-merger strategy and operations will include contributed businesses with associated products consisting of NetCredit consumer installment loans and lines of credit, along with OnDeck small business installment loans and lines of credit and Headway Capital small business lines of credit. The business strategy and operations will add to the Bank's current focus on deposit-gathering and lending to consumers and growing small businesses. The Target Bank will maintain its strategy of offering a premier banking experience for commercial and consumer customers, adapting to the demographics served by the NetCredit, OnDeck, and Headway Capital products.

As described in more detail in the Bank Business Plan, included as Confidential Exhibit 1, following the Proposed Transactions, the Target Bank will maintain or expand certain key Target Bank business lines, including SBA lending small business lending and banking, consumer auto lending, and the BaaS business lines. Enova will migrate its existing small business lending business line and existing NetCredit installment loans and lines of credit products to the resulting Bank, such that the resulting Bank will originate new loans in these segments following the Proposed Transactions. The Target Bank also will make certain other changes to existing business lines that are not expected to impact LMI consumers or small businesses. For additional information regarding the proposed changes to the Target Bank's products and services, please see the Bank Business Plan, included as Confidential Exhibit 1.

- c. To the extent that any products or services of the depository subsidiary (ies) of the applicant or target would be offered in replacement of any products or services to be discontinued, indicate what these are and how they would assist in meeting the convenience and needs of the communities affected by the transaction.**

Not applicable.

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

As part of the Contribution and Business Plan Execution, following the Bank Merger, Enova will contribute the operations of the following business lines to the resulting Bank: NetCredit (Consumer Loans and Lines of Credit), OnDeck Capital (Small Business Loans and Lines of Credit), and Headway Capital (Small Business Lines of Credit). As a result, the underlying technology, employees, intellectual property, and other operational assets for the contributed businesses will be contributed to the Bank. These contributions will provide the Bank the infrastructure and expertise needed to responsibly extend new forms of retail credit with an expanded product suite. Additionally, current customers of Enova and Grasshopper will enjoy enhancements to the set of products and services available to them. Specifically, Grasshopper's current customers will gain access to Enova's consumer and small business loan products, and Enova's current customers will gain access to the Bank's deposit products.

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

- a. The significant current and anticipated programs, products, and activities, including lending, investments, and services, as appropriate, of the depository subsidiary (ies) of the applicant and the resultant institution.**

Enova does not currently operate an FDIC-insured institution and has not historically been subject to the CRA. Nevertheless, Enova engages in initiatives to connect with and give back to the community. As just one example, Enova currently partners with Granite Education Foundation, a nonprofit organization based in Salt Lake City, Utah, dedicated to reducing barriers to learning and increasing access to opportunities for students and educators in the Granite School District. Enova donated \$10,000 to the Foundation. In 2025, Enova employees packed hundreds of backpacks with school supplies for underprivileged students.

The public portion of the most recent CRA performance evaluation report for the Target Bank is provided on the OCC website.<sup>32</sup> As of the dates of its most recent CRA performance evaluation, the Target Bank received a rating of Satisfactory overall. The resulting Bank will work with community groups in the community surrounding the main office to ascertain the needs of the community and how best to serve those needs. At this time, Enova anticipates that the resulting Bank will be able to make the

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<sup>32</sup> See Community Reinvestment Act Performance Evaluation, Grasshopper Bank, NA (Feb. 14, 2022), <https://occ.gov/static/cra/craeval/Jul22/25152.pdf>.

greatest impact in its communities through a strategic plan to be developed in consultation with community members following the consummation of the Mergers.

- b. The anticipated CRA assessment areas of the depository subsidiary(ies) of the combined institution. If assessment areas of the depository subsidiary(ies) of the resultant institution would not include any portion of the current assessment area of that subsidiary, describe the excluded areas.**

Following the Mergers, the resulting Bank will have no branches aside from its main office. Enova anticipates designating a single assessment area to include the community surrounding this office. The resulting Bank plans to designate an assessment area where the Bank's headquarters are located in the Salt Lake City-Provo-Orem, UT-ID Combined Statistical Area.

- c. The plans for administering the CRA program for the depository subsidiary (ies) of the resultant institution following the transaction.**

As noted above, Enova anticipates that the resulting Bank will be able to make the greatest impact in its communities through a strategic plan to be developed in consultation with community members following the consummation of the Mergers.

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

As described in Section VI.C of the Overview (Convenience and Needs of the Communities to Be Served), the overall rating for the Target Bank at the institution level was Satisfactory in its most recent CRA evaluation.

- 22. List all offices of the depository subsidiary (ies) of the applicant or target that (a) will be established or retained as branches, including the main office, of the target's depository subsidiary (ies), (b) are approved but unopened branch(es) of the target's depository subsidiary (ies), including the date the current federal and state agencies granted approval(s), and (c) are existing branches that will be closed or consolidated as a result of the proposal (to the extent the information is available) and indicate the effect on the branch customers served. For each branch, list the popular name, street address, city, county, state, and zip code specifying any that are in low- and moderate-income geographies.<sup>33</sup>**

The resulting Bank intends to close the main office of the Target Bank, 261 5th Ave Ste 610, New York, NY 10016. Additionally, unrelated to the merger, the Target Bank plans to close the "Auto Club

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<sup>33</sup> Please designate branch consolidations as those terms are used in the Joint Policy Statement on Branch Closings, 64 FR 34844 (June 29, 1999).

Trust Branch” located at 1 Auto Club Drive, Dearborn, Michigan, 48126. Neither branch is located in an LMI census tract. The resulting Bank intends to operate from a main office in South Jordan, Utah.

**V. Interstate Banking**

**23. If the transaction involves the acquisition of a bank located in a State other than the home State of the applicant, please provide the following information, as applicable:**

- a. Identify any host state(s) involved with this transaction that require the target to be in operation for a minimum number of years and discuss compliance with this age requirement.**
- b. Discuss compliance with nationwide and statewide deposit concentration limits to the transaction.**
- c. Discuss compliance with state-imposed deposit caps.**
- d. Discuss compliance with community reinvestment laws.**
- e. Discuss any other restrictions that the host state(s) seek to apply (including state antitrust restrictions).**

Section 3(d)(1) of the BHCA permits the Federal Reserve to approve a bank holding company that is well capitalized and well managed to acquire control of a bank that is located in a state other than the home state of the bank holding company, notwithstanding state law prohibiting the transaction.<sup>34</sup> The home state for a bank holding company is the state in which the total deposits of all banking subsidiaries of such company are the largest on the later of (i) July 1, 1966; or (ii) the date on which the company becomes a bank holding company.<sup>35</sup> This section does not apply to this Application. Prior to the Merger, Enova is not a bank holding company and has no banking subsidiaries or deposits.

The parties will comply with the requirements of the Riegle-Neal Act with respect to the Bank Merger.

**VI. Financial Stability**

**If either the acquirer or the target’s total assets exceeds \$10 billion as of the most recent quarter for which data is available, address the following questions:**

- 24. If either the acquirer or the target conducts any cross-border activities, please describe the nature of these activities and the amounts of cross-border assets and liabilities as of the most recent quarter for which data is available.**
- 25. For each financial service below, if the dollar volume related to the service provided either by the acquirer or the target exceeds \$1 billion, please report the annual volume over the past 12 months (otherwise, do not report).**

	<b>Acquirer</b>	<b>Target</b>
<b>Short-term funding (e.g. in repos, fed funds)</b>		
<b>Underwriting services</b>		

<sup>34</sup> 12 U.S.C. § 1842(d)(1).

<sup>35</sup> 12 U.S.C. § 1841(o)(4).

*Federal Reserve Form FR Y-3 and Financial Holding Company Election*

<b>Trading Activities</b>		
<b>Payments, clearing, settlement, and custody services</b>		
<b>Prime brokerage</b>		
<b>Securities lending</b>		
<b>Corporate trust</b>		
<b>Correspondent banking</b>		
<b>Wealth management</b>		
<b>Insurance (including reinsurance)</b>		

As of September 30, 2025, Enova had approximately \$5.96 billion in total assets, and as of September 30, 2025, the Target Bank had approximately \$1.4 billion in total assets. As such, this question is not applicable to the Proposed Transactions.

## FINANCIAL HOLDING COMPANY ELECTION

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Enova currently engages in, and plans to continue to engage in post-Mergers, certain nonbanking activities and to operate nonbanking subsidiaries. In connection with its application to become a bank holding company, Enova International, Inc. thus elects to become a financial holding company pursuant to section 4(l) of the BHCA and section 225.82 of Regulation Y. A “financial holding company” is a bank holding company that is well capitalized and well managed, the insured depository institution subsidiaries of which are well capitalized and well managed, and that makes an election under Federal Reserve Regulation Y.<sup>36</sup> Additionally, for a financial holding company to commence a new activity under the authority of section 4(k) of the BHCA, each insured depository institution subsidiary of the company must have a CRA rating of Satisfactory or better.<sup>37</sup>

Pursuant to Regulation Y, a bank holding company may elect to become a financial holding company as a part of its bank holding company application by (i) stating that the company seeks to become a financial holding company on consummation of its proposal to become a bank holding company; and (ii) certifying that each depository institution that would be controlled by the company on consummation of its proposal to become a bank holding company will be both well capitalized and well managed as of the date the company consummates the proposal.<sup>38, 39</sup>

The term “well managed” means “[a]t its most recent inspection or examination or subsequent review by the appropriate Federal banking agency for the company or institution (or the appropriate state banking agency in an examination described in section 10(d) of the Federal Deposit Insurance Act (12 U.S.C. 1820(d)), the company or institution received: (A) At least a satisfactory composite rating; and (B) At least a satisfactory rating for management, if such rating is given. (ii) In the case of a company or depository institution that has not received an inspection or examination rating, the Board has determined, after a review of the managerial and other resources of the company or depository institution and after consulting with the appropriate Federal and state banking agencies, as applicable, for the company or institution, that the company or institution is well managed.”<sup>40</sup> The Bank received an overall rating of Satisfactory as of its most recent CRA performance evaluation, dated February 14, 2022.<sup>41</sup>

The head office address of Enova International, Inc. is as follows: Enova International, Inc., 175 West Jackson Blvd., Suite 600, Chicago, Illinois, 60604. Following the Proposed Transactions, Enova

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<sup>36</sup> 12 C.F.R. § 225.81(b); 12 U.S.C. § 1843(l).

<sup>37</sup> 12 C.F.R. § 225.82(c)

<sup>38</sup> 12 C.F.R. § 225.82(f).

<sup>39</sup> The Federal Reserve Bank of San Francisco recently approved such an election as a part of a Section 3 application in the case of SoFi Technologies and SoFi, Inc. See Letter from Sebastian Astrada, Assistant Vice President, Financial Institution Formations + Transactions + Supervision + Credit, Federal Reserve Bank of San Francisco, to Mr. Richard Kim, Wachtell, Lipton, Rosen & Katz (Jan. 18, 2022), available at <https://www.federalreserve.gov/foia/files/sofi-technologies-application-approval-letter.pdf>. The Federal Reserve Bank of San Francisco stated that “SoFi Technologies and SoFi, Inc. have certified that they and Golden Pacific Bank, the depository institution they would control, are well capitalized and well managed and have provided all of the information required under the BHC Act and Regulation Y.”

<sup>40</sup> 12 C.F.R. § 225.2(s)(1); 12 U.S.C. § 1841(o)(9).

<sup>41</sup> See Community Reinvestment Act Performance Evaluation, Grasshopper Bank, National Association (Feb. 14, 2022), <https://occ.gov/static/cra/craeval/Jul22/25152.pdf>.

International, Inc. will own one depository institution, the resulting Bank, with its main office located in South Jordan, Utah. As detailed further in the financial statements provided as Confidential Exhibit 5, upon consummation of the Proposed Transactions, Enova International and the resulting Bank will each be “well capitalized” as defined in Regulation Y. Capital ratio projections are included in Confidential Exhibit 5.

Additionally, Enova does not have any reason to believe that it or the resulting Bank would not be “well managed” upon consummation of the Proposed Transactions. The Target Bank currently has a Satisfactory rating as of its most recent Community Reinvestment Act evaluation, and the resulting Bank will implement a plan to comply with the resulting Bank’s obligations under the Community Reinvestment Act.<sup>42</sup>

The following is a summary of the major proposed nonbanking business operations of Enova following the Proposed Transactions. Additional information is provided in Confidential Exhibit 20.

1. **CashNetUSA** (Consumer Installment Loans and Lines of Credit). Under the CashNetUSA line of business, an Enova subsidiary, CNU Online Holdings, LLC, will offer or arrange loans or lines of credit through its own wholly-owned subsidiaries that collectively do business as CashNetUSA. Generally, the subsidiaries will provide (a) unsecured installment loans for amounts ranging between \$300 and \$2,500, with terms ranging from five to 12 months, and annual percentage rates (“APRs”) ranging from 222% to 579% and (b) unsecured lines of credit with total outstanding amounts ranging from \$100 to \$3,000 and APRs ranging from 149% to 325% on an annualized basis. CashNetUSA loan products are originated solely online.
2. **Simplic** (Consumer Installment Loans in Brazil). Under the Simplic line of business, LH1010 Serviços de Correspondente Bancário Ltda., a limited liability company registered to do business in Brazil (“Simplic”), and subsidiary of CNU Online Holdings, LLC, acts as a banking correspondent of a third-party bank and lender, Banco Afinz S/A Banco Multiplo. Simplic is a wholly-owned subsidiary of Enova that facilitates consumer access to loan products from the third-party bank and other third-party financial institutions using the website, [www.simplic.com.br](http://www.simplic.com.br), and does not itself serve as the lender. Simplic installment loans range between approximately \$100 and \$700, with terms of three to 12 months, and annual rates ranging from 189% to 215%, per year. While Simplic is not subject to regulatory licensing requirements in Brazil, the partner bank is subject to prudential regulation by the Central Bank of Brazil.
3. **Align Balance** (Consumer Debt Collection Services). Under the Align Balance line of business, Align Balance, LLC provides debt collections services for Enova’s U.S. consumer loans and lines of credit under the CashNetUSA and NetCredit business units. Align Balance maintains the [www.alignbalance.com](http://www.alignbalance.com) website and has a license to operate in all states where one is required.
4. **Pangea** (Money Transmission). Under the Pangea lines of business, Pangea USA, LLC provides international money remittance services that can be used by U.S. consumers to

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<sup>42</sup> See Community Reinvestment Act Performance Evaluation, Grasshopper Bank, National Association (Feb. 14, 2022), <https://occ.gov/static/cra/craeval/Jul22/25152.pdf>.

send money abroad (primarily to Latin America and Asia). Pangea provides services through the <https://pangeamoneytransfer.com/> website and mobile application.

5. **Run-off Portfolio** (NetCredit, OnDeck and Headway Capital loans and lines of credit). The consumer and small business loans from NetCredit, OnDeck, and Headway Capital that were previously originated by Enova prior to consummation of the Mergers will be retained by Enova, but the operational assets supporting the NetCredit, OnDeck, and Headway Capital business units will be contributed to the Bank. Due to subsequent draws on the lines of credit in the run-off portfolio, it is difficult to accurately estimate the duration of the run-off portfolio, but after three years it is anticipated that it will be immaterial. The portfolio will be serviced by the Bank pursuant to an Intercompany Services Agreement.

Additionally, Enova owns 5.84% of the outstanding common equity of SmartBiz Bancshares, Inc., arising from an investment in 2013. There is no ongoing business relationship between Enova and SmartBiz other than this investment.

Enova's businesses are subject to well developed and tested compliance and risk management processes, and Enova will continue to invest in these processes.

## **APPLICATION 2**

FR Y-4

**Board of Governors of the Federal Reserve System**



**Notification by a Bank Holding Company to Acquire a Nonbank Company and/or Engage in Nonbanking Activities—FR Y-4**

Enova International, Inc.

Corporate Title of Notificant

175 West Jackson Boulevard, Suite 600

Street Address

Chicago Illinois 60604

City State Zip Code

Hereby provides the Board with a notice pursuant to:

(1) Section 4(c)(8) and 4(j) of the Bank Holding Company Act of 1956, as amended ("BHC Act"— 12 U.S.C. § 1843), under the "Expedited action for certain nonbanking proposals by well-run bank holding companies" as described in section 225.23 of Regulation Y; or

(2) Section 4(c)(8) and 4(j) of the BHC Act, under the "Procedures for other nonbanking proposals" as described in section 225.24 of Regulation Y.

for prior approval to engage directly or indirectly in certain nonbanking activities, *de novo*, through acquisition of the assets of a going concern, or through direct or indirect ownership, control, or power to vote at least 36,115,245 (100 %) of the voting shares of:  
 Number

Grasshopper Bancorp, Inc.

Corporate Title of Company to be Acquired and/or Description of Nonbanking Activity (refer to section 225.28 of Regulation Y, as applicable)

261 5th Avenue, Suite 610

Street Address

New York New York 10016

City State Zip Code

*Does notificant request confidential treatment for any portion of this submission?*

Yes

As required by the General Instructions, a letter justifying the request for confidential treatment is included.

The information for which confidential treatment is being sought is separately bound and labeled "Confidential."

No

Name, title, address, telephone number, and email address of person(s) to whom inquiries concerning this notification may be directed:

Michael Nonaka  
Name

Partner, Covington & Burling LLP  
Title

850 Tenth Street, NW  
Street Address

Washington      DC      20001  
City                      State                      Zip Code

202-662-5727  
Area Code / Phone Number

mnonaka@cov.com  
Email Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
Area Code / Phone Number

\_\_\_\_\_  
Email Address

**Certification**

I certify that the information contained in this notification has been examined carefully by me and is true, correct, and complete, and is current as of the date of this submission to the best of my knowledge and belief. I acknowledge that any misrepresentation or omission of a material fact constitutes fraud in the inducement and may subject me to legal sanctions provided by 18 U.S.C. §§ 1001 and 1007.

I also certify, with respect to any information pertaining to an individual and submitted to the Board in (or in connection with) this notification, that the notificant has the authority, on behalf of the individual, to provide such information to the Board and to consent or to object to public release of such information I certify that the notificant and the involved individual consent to public release of any such information, except to the extent set forth in a written request by the notificant or the individual, submitted in accordance with the Instructions to this form and the Board's Rules Regarding

Signed this 16th day of January, 2026.  
Day                      Month                      Year

Availability of Information (12 C.F.R. Part 261), requesting confidential treatment for the information.

I acknowledge that approval of this notification is in the discretion of the Board of Governors of the Federal Reserve System (the "Federal Reserve"). Actions or communications, whether oral, written, or electronic, by the Federal Reserve or its employees in connection with this filing, including approval if granted, do not constitute a contract, either express or implied, or any other obligation binding upon the agency, the United States or any other entity of the United States, or any officer or employee of the United States. Such actions or communications will not affect the ability of the Federal Reserve to exercise its supervisory, regulatory, or examination powers under applicable laws and regulations. I further acknowledge that the foregoing may not be waived or modified by any employee or agency of the Federal Reserve or of the United States.

Signed by:  
  
 \_\_\_\_\_  
 D91A607F3094452...  
 Signature of Chief Executive Officer or Designee

Steven E. Cunningham      Chief Executive Officer  
 Print or Type Name                      Title

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**Elements of Notice Pursuant to Regulation Y**

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Pursuant to Section 4(j) of the BHCA, a bank holding company may not “engage in any nonbanking activity or acquire or retain ownership or control of the shares of a company engaged in activities based on subsection (c)(8) or (a)(2) or in any complementary activity under subsection (k)(1)(B) without providing the Board with written notice of the proposed transaction or activity at least 60 days before the transaction or activity is proposed to occur or commence.”<sup>43</sup> This notice addresses the requirements of Federal Reserve Regulation Y, Section 225.24,<sup>44</sup> for a bank holding company seeking to engage in nonbanking activities.

**1. A description of the proposal, including a description of each proposed activity, and the effect of the proposal on competition among entities engaging in each proposed activity in each relevant market with relevant market indexes;**

As described above, Enova proposes to merge with Grasshopper and become a bank holding company that owns a single insured depository institution, the resulting Bank. In addition to banking activities within the resulting Bank, Enova also proposes to engage in certain nonbanking activities that are permissible under Section 4(c)(8) of the BHCA and that Enova conducts today. These activities include CashNetUSA (consumer installment loans and lines of credit), Simplic (consumer installment loans in Brazil), Align Balance (consumer debt collection services), Pangea (money transmission), and a run-off portfolio consisting of NetCredit, OnDeck, and Headway Capital loans and lines of credit. Please see the accompanying FR Y-3 form for additional information on the effect of the Proposed Transactions on competition.

**2. The identity of any entity involved in the proposal, and, if the notificant proposes to conduct the activity through an existing subsidiary, a description of the existing activities of the subsidiary;**

As described elsewhere in this Submission, Enova proposes to become a bank holding company through the acquisition of Grasshopper and its national bank subsidiary, the Target Bank. Please see Confidential Exhibit 13 for information regarding the current and pro-forma entity structure and Confidential Exhibit 20 for a description of the various Enova entities’ activities.

**3. A statement of the public benefits that can reasonably be expected to result from the proposal;**

As described above, the Proposed Transactions will allow Enova to further expand its ability to provide access to the banking system to underserved businesses and customers throughout the credit cycle. By acquiring a bank with complimentary capabilities to Enova’s online-lending practice, the Bank Merger will create a cohesive portfolio of financing, deposit, and financial management solutions to meet the needs of consumers and small businesses that are not well served by other financial institutions. This portfolio will include affordable checking accounts, loans, lines of credit, financial management products and services. Moreover, following the Bank Merger, Enova would no longer depend on bank partners to originate loans in the United States, nor rely on bank-fintech partnerships.

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<sup>43</sup> 12 U.S.C. § 1843(j)(1)(A).

<sup>44</sup> 12 C.F.R. § 225.24(a)(2).

**4. If the bank holding company has consolidated assets of \$150 million or more:**

- (A) Parent company and consolidated pro forma balance sheets for the acquiring bank holding company as of the most recent quarter showing credit and debit adjustments that reflect the proposed transaction;**

Parent company and consolidated pro forma balance sheets for Enova as of the most recent quarter showing credit and debit adjustments that reflect the proposed transaction are included as Confidential Exhibit 5.

- (B) Consolidated pro forma risk-based capital and leverage ratio calculations for the acquiring bank holding company as of the most recent quarter (or, in the case of a qualifying community banking organization (as defined in § 217.12 of this chapter) that is subject to the community bank leverage ratio framework (as defined in § 217.12 of this chapter), consolidated pro forma leverage ratio calculations under § 217.12 of this chapter for the acquiring bank holding company as of the most recent quarter); and**

Consolidated pro forma risk-based capital and leverage ratio calculations for the acquiring bank holding company as of the most recent quarter are provided in Confidential Exhibit 5.

- (C) A description of the purchase price and the terms and sources of funding for the transaction;**

Enova proposes to acquire 100 percent of the issued and outstanding capital stock of Grasshopper for an aggregate value of approximately \$369 million, with (i) approximately \$350 million being allocated to the purchase of the shares of Grasshopper Common Stock issued and outstanding immediately prior to the Effective Time (50 percent to be paid in cash and 50 percent to be paid in shares of Enova common stock), (ii) approximately \$2.5 million being allocated to the cancelation of certain Grasshopper warrant outstanding and unexercised immediately prior to the Effective Time, to be paid in cash and (iii) approximately \$16.5 million being allocated to the cancellation of all the in-the-money Grasshopper stock options outstanding immediately prior to the Effective Time, to be paid in cash. The source of the funds for the cash payments will be cash on hand.

**5. If the bank holding company has consolidated assets of less than \$150 million:**

- (A) A pro forma parent-only balance sheet as of the most recent quarter showing credit and debit adjustments that reflect the proposed transaction; and**

Not applicable.

- (B) A description of the purchase price and the terms and sources of funding for the transaction and, if the transaction is debt funded, one-year income statement and cash flow projections for the parent company, and the sources and schedule for retiring any debt incurred in the transaction;**

Not applicable.

6.

**(A) For each insured depository institution (that is not a qualifying community banking organization (as defined in § 217.12 of this chapter) that is subject to the community bank leverage ratio framework (as defined in § 217.12 of this chapter)) whose Tier 1 capital, total capital, total assets or risk-weighted assets change as a result of the transaction, the total risk-weighted assets, total assets, Tier 1 capital and total capital of the institution on a pro forma basis; and**

Not applicable. The Bank is a qualifying community banking organization.

**(B) For each insured depository institution that is a qualifying community banking organization (as defined in § 217.12 of this chapter) that is subject to the community bank leverage ratio framework (as defined in § 217.12 of this chapter) whose Tier 1 capital (as defined in § 217.2 of this chapter and calculated in accordance with § 217.12(b) of this chapter) or total assets change as a result of the transaction, the total assets and Tier 1 capital of the institution on a pro forma basis;**

Not applicable. The Bank does not have a community bank leverage ratio framework election in effect as of September 30, 2025.

**7. A description of the management expertise, internal controls and risk management systems that will be utilized in the conduct of the proposed activities; and**

To manage credit risk, Enova's business management teams conduct weekly meetings to review recent overall business performance, including credit performance. Results are reviewed and adjustments to credit risk taking are made based on risk appetite measures such as early default rates, payment rates, overall portfolio performance, and expected unit economics. Monthly meetings are also held by each business to review key functional areas and broader monthly business performance, including credit performance. Monthly compliance meetings covering all consumer and small business products are held to review identified exceptions and remediation of previously identified issues. These weekly and monthly forums are attended by cross-functional teams and business and corporate services executives. A quarterly credit review by the Chief Executive Officer ("CEO"), Chief Financial Officer ("CFO") and Chief Analytics/Credit Officer is conducted to review all business line credit performance and make adjustments to risk appetite as appropriate. The results of these reviews are reported to the Audit Committee of the Board of Directors, and overall credit performance is reported to the entire Board of Directors at its regular meetings, while any significant issues occurring between quarterly Board of Directors and Committee meetings may be reported in interim Board of Directors meetings or ad hoc, as appropriate.

In addition, Enova maintains a risk-focused Compliance Management System ("CMS") tailored to the complexity and risk profile of its non-prime lending activities. The CMS is overseen by the Board of Directors and operates on a "three lines of defense" model. The first line (business units) integrates regulatory requirements directly into the loan origination system and ensures that underwriting logic—including an ability to repay analysis—is applied systematically, preventing manual override discretion. The second line (compliance department) conducts independent testing and monitoring, tracks regulatory updates, and actively works with the first line to support regulatory change management processes. The

third line (internal audit) performs periodic, independent validation of the control framework's effectiveness.

To mitigate risks associated with the Equal Credit Opportunity Act ("ECOA"), 15 U.S.C. §§ 1691 *et seq.*, and prohibition on unfair, deceptive, or abusive acts or practices ("UDAAP"), 12 U.S.C. § 5531, Enova uses a model governance approach (as described in greater detail below) that evaluates data to be included in algorithmic models for fair lending risk factors and reviews models before full deployment to identify and remediate potential impacts on prohibited basis groups. In addition, Enova periodically contracts with third parties to conduct fair lending audits for consumer lending businesses, conducts its own periodic fair lending audits, and has contacted a third party to conduct a fair lending audit of its OnDeck small business lending operations. All marketing materials, customer disclosures, and collection scripts undergo strict legal and compliance review prior to implementation to ensure terms are transparent and non-deceptive. Furthermore, Enova uses a centralized complaint management system to aggregate and analyze consumer feedback. Root cause analyses are performed on complaints to identify trends and potential systemic weaknesses, with findings reported regularly to management and quarterly to the Enova Board of Directors' Audit Committee.

Enova has a robust model governance framework that serves as a comprehensive risk management system. The framework relies on three primary pillars:

1. *Model Inventory and Documentation*: Models are risk-rated (High, Medium, Low, or Immaterial) to determine the appropriate depth of documentation and validation required.
2. *Independent Validation*: To ensure segregation of duties, validation is conducted by analytics staff independent of model development. This process focuses on conceptual soundness, effective challenge to assumptions, and rigorous outcome analysis, including back-testing.
3. *Ongoing Monitoring*: Models undergo continuous assessment via risk-based active and passive monitoring. The framework establishes clear scoring metrics and mandatory remediation protocols for out-of-bounds indicators.

All models are subject to mandatory approval by Legal and Compliance teams, as well as ongoing revalidation pursuant to internal policy and bank partner reporting standards.

Enova adheres to industry standard guidance on third-party risk management, subjecting all critical vendors, specifically marketing partners and debt collectors, to enhanced due diligence and ongoing monitoring. This oversight includes regular reviews of vendors' compliance with consumer protection laws and data security standards. Enova ensures that it has authority under its vendor contracts to mandate remediation or terminate the agreements if the vendors fail to meet established compliance and performance standards.

Finally, Enova will continue to invest in and bolster its risk management and compliance resources.

**8. A copy of the purchase agreements, and balance sheet and income statements for the most recent quarter and year-end for any company to be acquired.**

The Merger Agreement for the Merger is attached as Public Exhibit A. The Amendment No. 1 to the Merger Agreement is attached as Public Exhibit B. The form of subsidiary plan of merger for the

*Federal Reserve Form FR Y-4*

Bank Merger is attached as Confidential Exhibit 2. The Call Report for the Target Bank as of September 30, 2025 is attached as Public Exhibit F.<sup>45</sup>

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<sup>45</sup> The Form of Voting Agreement is attached as Public Exhibit C. The Investor Presentation is attached as Public Exhibit D. The Proposed Transactions' press release is attached as Public Exhibit E.

**PUBLIC EXHIBIT A**

Agreement and Plan of Merger

**AGREEMENT AND PLAN OF MERGER**  
**BY AND BETWEEN**  
**ENOVA INTERNATIONAL, INC.**  
**AND**  
**GRASSHOPPER BANCORP, INC.**  
**Dated as of December 10, 2025**

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Exhibit A - List of Signatories to Voting Agreement

Exhibit B - Form of Voting Agreement

Exhibit C - Signatories to Offer Letters and Settlement Agreements

Exhibit D - Form of Subsidiary Plan of Merger

Exhibit E - Form of Press Release and Investor Presentation

Exhibit F - Reference Financial Statements

Grasshopper's Disclosure Memorandum

Enova's Disclosure Memorandum

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (this “Agreement”) is made and entered into as of December 10, 2025, by and among Enova International, Inc. (“Enova”), a Delaware corporation, and Grasshopper Bancorp, Inc. (“Grasshopper”), a Delaware corporation.

### Preamble

The respective boards of directors of Enova and Grasshopper have approved this Agreement and declared that this Agreement and the transactions contemplated hereby are advisable and in the best interests of their respective companies and their respective stockholders.

Upon the terms and subject to the conditions of this Agreement and in accordance with Delaware General Corporation Law (the “DGCL”), Grasshopper will merge with and into Enova (the “Merger”), with Enova as the surviving corporation in the Merger (sometimes referred to in such capacity as the “Surviving Corporation”).

Immediately following the Merger, an interim national bank and wholly owned subsidiary of Enova to be formed following the date hereof (the “Enova Interim Bank”), will merge with and into Grasshopper Bank, a national bank and wholly owned subsidiary of Grasshopper (“Grasshopper Bank”), with Grasshopper Bank as the surviving bank (the “Bank Merger”, and together with the Merger, the “Mergers”).

Immediately following the Bank Merger, Enova will contribute certain assets to Grasshopper Bank, and Grasshopper Bank will execute its proposed business plan (the “Contribution and Business Plan Execution”). The Mergers and the Contribution and Business Plan Execution, are collectively referred to herein as the “Core Transactions” and are also included within the scope of the transactions contemplated by this Agreement.

As a condition and an inducement for Enova to enter into this Agreement, each stockholder of Grasshopper listed on Exhibit A hereto has simultaneously herewith entered into a voting agreement substantially in the form attached hereto as Exhibit B (the “Grasshopper Voting Agreement”).

As a condition and an inducement for Enova to enter into this Agreement, certain employees of Grasshopper set forth on Exhibit C have simultaneously herewith entered into (i) offer letters, to be effective upon the Closing, and (ii) settlement agreements.

It is the intention of the Parties that the Merger and the Bank Merger, for federal income tax purposes, shall each qualify as a “reorganization” within the meaning of Section 368(a) of the Internal Revenue Code, and this Agreement is intended to be and is adopted as a “plan of reorganization” for purposes of Sections 354, 361, and 368 of the Internal Revenue Code and within the meaning of Treasury Regulation Section 1.368-2(g) for each such Merger.

The Parties desire to make certain representations, warranties, covenants and agreements in connection with the Mergers and also to prescribe certain conditions to the Mergers.

Capitalized terms used in this Agreement and not otherwise defined herein are defined in Section 10.1 of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual warranties, representations, covenants, and agreements set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

**ARTICLE 1  
TRANSACTIONS AND TERMS OF MERGER**

**1.1. Merger.**

Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Grasshopper shall be merged with and into Enova in accordance with applicable provisions of the DGCL with the effects set forth in the DGCL. Enova shall be the surviving corporation resulting from the Merger, and shall (a) continue its corporate existence under the laws of the State of Delaware and (b) succeed to and assume all the properties, rights, liabilities and obligations of Grasshopper in accordance with the DGCL. Upon consummation of the Merger, the separate corporate existence of Grasshopper shall cease.

**1.2. Time and Place of Closing.**

The closing of the transactions contemplated hereby (the “Closing”) will take place at the offices of Covington & Burling LLP, located at 850 Tenth Street, NW, Washington, DC 20001 or by electronic exchange of documents at 10:00 A.M., Eastern Time, on the date that the Effective Time occurs, or at such other place, date and time as the Parties, acting through their authorized officers, may mutually agree in writing (the “Closing Date”).

**1.3. Effective Time.**

The Merger shall become effective (the “Effective Time”) on the date and at the time specified in the certificate of merger to be filed with the Secretary of State of the State of Delaware. Upon the terms and subject to the conditions hereof, unless otherwise mutually agreed upon in writing by the authorized officers of each Party, the Parties shall cause the Effective Time to occur on a date that is no sooner than the fifth Business Day nor later than the tenth Business Day of the month immediately following the month during which the satisfaction or waiver (subject to applicable Law) of the last to occur of the conditions set forth in ARTICLE 8 (other than those conditions that by their nature are to be satisfied at the Effective Time, but subject to the satisfaction or waiver (subject to applicable Law) of those conditions at the Effective Time). Notwithstanding the foregoing, at the election of Enova, if Enova waives its rights to review and contest the Closing Financial Statements pursuant to Section 7.14, the Effective Time may occur on another date that is at least five Business Days following the satisfaction or waiver (subject to applicable Law) of the last to occur of the conditions set forth in ARTICLE 8 (other than those conditions that by their nature are to be satisfied at the Effective Time, but subject to the satisfaction or waiver (subject to applicable Law) of those conditions at the Effective Time).

**1.4. Charter.**

The certificate of incorporation of Enova in effect immediately prior to the Effective Time shall be the certificate of incorporation of the Surviving Corporation until duly amended or repealed in accordance with its terms and applicable Law.

**1.5. Bylaws.**

The bylaws of Enova in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation until duly amended or repealed in accordance with its terms and applicable Law.

### **1.6. Directors and Officers.**

The directors of Enova in office immediately prior to the Effective Time shall serve as the directors of the Surviving Corporation from and after the Effective Time in accordance with the certificate of incorporation and bylaws of the Surviving Corporation. The officers of Enova in office immediately prior to the Effective Time shall serve as the officers of the Surviving Corporation from and after the Effective Time in accordance with the certificate of incorporation and bylaws of the Surviving Corporation.

### **1.7. Bank Merger.**

Immediately following the Merger, Enova Interim Bank, will merge with and into Grasshopper Bank, with Grasshopper Bank as the surviving bank (sometimes referred to in such capacity as the “Surviving Bank”). Following the Bank Merger, the separate existence of Enova Interim Bank shall cease. The Parties agree that the Bank Merger shall become effective immediately following the Merger. The Bank Merger shall be implemented pursuant to a subsidiary plan of merger, substantially in the form attached as Exhibit D hereto (the “Subsidiary Plan of Merger”). In order to obtain the necessary regulatory approvals for the Bank Merger, the Parties shall cause the following to be accomplished: (a) prior to the filing applications for receipt of regulatory approval of the Bank Merger, (i) Grasshopper shall cause the board of directors of Grasshopper Bank to approve the Subsidiary Plan of Merger, Grasshopper, as the sole stockholder of Grasshopper Bank, shall approve the Subsidiary Plan of Merger, and Grasshopper shall cause the Subsidiary Plan of Merger to be duly executed by Grasshopper Bank and delivered to Enova, and, if required (ii) the board of directors of Enova shall approve the Subsidiary Plan of Merger, and Enova shall execute the Subsidiary Plan of Merger and deliver to Grasshopper Bank, and (b) as soon as practicable following the receipt of regulatory approval of the formation of Enova Interim Bank, Enova shall cause the board of directors of Enova Interim Bank to approve the Subsidiary Plan of Merger, Enova, as the sole stockholder of Enova Interim Bank, shall approve the Subsidiary Plan of Merger, and Enova shall cause the Subsidiary Plan of Merger, or a joinder thereto, to be duly executed by Enova Interim Bank and delivered to Grasshopper. Prior to the Effective Time, Grasshopper shall cause Grasshopper Bank, and Enova shall cause Enova Interim Bank, to execute and file such other documents and certificates as are necessary to make the Bank Merger effective immediately following the Merger.

### **1.8. Other Core Transactions.**

Grasshopper, Grasshopper Bank and Enova will cooperate and use reasonable best efforts to effect the Contribution and Business Plan Execution as contemplated in the recitals to this Agreement. Enova agrees that it shall have principal responsibility for effecting the foregoing and obtaining the regulatory approvals with respect thereto, but Grasshopper and Grasshopper Bank will be responsible to take certain actions as are reasonably required in connection with the application process and authorization of such matters, which such actions shall be in accordance with applicable Law.

## **ARTICLE 2 MANNER OF CONVERTING SHARES**

### **2.1. Conversion of Shares.**

Subject to the provisions of this ARTICLE 2, at the Effective Time, by virtue of the Merger and without any action on the part of Enova, Grasshopper or the stockholders of either of the foregoing, the shares of the consolidated corporations shall be converted as follows:

(a) Each share of capital stock of Enova issued and outstanding immediately prior to the Effective Time shall remain an issued and outstanding share of capital stock of Enova from and after the Effective Time and shall not be affected by the Merger.

(b) All shares of capital stock of Grasshopper issued and outstanding immediately prior to the Effective Time that are held by Grasshopper, Grasshopper Bank, Enova or any Enova Subsidiary (in each case other than shares held in any Employee Benefit Plans or related trust accounts or otherwise held in any fiduciary or agency capacity or as a result of debts previously contracted) (collectively, the “Canceled Shares”) shall automatically be canceled and retired and shall cease to exist, and no payment shall be made with respect thereto.

(c) Subject to Section 2.2, each share of Grasshopper Common Stock issued and outstanding immediately prior to the Effective Time (excluding the Canceled Shares and the Dissenting Shares) shall be converted, in accordance with the procedures set forth in this Agreement, into the right to receive the following consideration from Enova, in each case without interest:

(i) for each share of Grasshopper Common Stock with respect to which an election to receive Enova Common Stock (a “Stock Election”) has been effectively made and not revoked or deemed revoked pursuant to ARTICLE 3 (collectively, the “Stock Election Shares”), the Stock Consideration;

(ii) for each share of Grasshopper Common Stock with respect to which an election to receive cash (a “Cash Election”) has been effectively made and not revoked or deemed revoked pursuant to ARTICLE 3 (collectively, the “Cash Election Shares”), the Cash Consideration; and

(iii) for each share of Grasshopper Common Stock other than shares with respect to which a Stock Election or a Cash Election has been effectively made and not revoked pursuant to ARTICLE 3 (collectively, the “Non-Election Shares”), the right to receive Stock Consideration or Cash Consideration as is determined in accordance with Section 2.2.

(d) All shares of Grasshopper Common Stock, when so converted pursuant to Section 2.1(c), shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate (a “Certificate”) or book entry share (a “Book-Entry Share”) registered in the transfer books of Grasshopper that immediately prior to the Effective Time represented shares of Grasshopper Common Stock shall cease to have any rights with respect to such Grasshopper Common Stock other than the right to receive the Stock Consideration and/or Cash Consideration in accordance with, and subject to, Sections 2.1 and 2.2 and ARTICLE 3, including the right, if any, to receive the Fractional Share Payment together with the amounts, if any, payable pursuant to Section 3.2(d) (collectively, the “Merger Consideration”).

## **2.2. Proration.**

(a) Notwithstanding any other provision contained in this Agreement, the maximum number of Cash Election Shares shall be equal to the product obtained by multiplying (i) the total number of shares of Grasshopper Common Stock outstanding immediately prior to Closing, by (ii) 0.5 (the “Cash Election Cap”). All other shares of Grasshopper Common Stock (excluding Canceled Shares and Dissenting Shares) shall be converted into the right to receive the Stock Consideration.

(b) Within five Business Days after the Closing Date, the Exchange Agent shall effect the allocation among Holders of rights to receive the Cash Consideration or Stock Consideration in accordance with the Election Forms and as set forth in this Section 2.2.

(c) Cash Election Number Under Cash Election Cap. If the aggregate number of Cash Election Shares (which, for this purpose, shall be deemed to include the Dissenting Shares determined as of the Effective Time) (the “Cash Election Number”) is less than the Cash Election Cap (the amount by which the Cash Election Cap exceeds the Cash Election Number being referred to herein as the “Shortfall Number”), then:

(i) all Cash Election Shares shall be converted into the right to receive the Cash Consideration; and

(ii) all Stock Election Shares and all Non-Election Shares shall be treated in the following manner:

(A) If the number of Non-Election Shares is equal to the Shortfall Number, then all Stock Election Shares shall be converted into the right to receive the Stock Consideration and all Non-Election Shares shall be converted into the right to receive the Cash Consideration;

(B) If the number of Non-Election Shares is greater than the Shortfall Number, then all Stock Election Shares shall be converted into the right to receive the Stock Consideration, and the Non-Election Shares of each holder thereof shall be converted into the right to receive the Cash Consideration in respect of that number of Non-Election Shares equal to the product obtained by multiplying (x) the number of Non-Election Shares held by such holder by (y) a fraction, the numerator of which is the Shortfall Number and the denominator of which is the total number of Non-Election Shares, with the remaining number of such holder’s Non-Election Shares being converted into the right to receive the Stock Consideration.

(C) If the number of Non-Election Shares is less than the Shortfall Number, then all Non-Election Shares shall be converted into the right to receive the Cash Consideration, and Stock Election Shares of each holder thereof shall be converted into the right to receive the Cash Consideration in respect of that number of Stock Election Shares equal to the product obtained by multiplying (x) the number of Stock Election Shares held by such holder by (y) a fraction, the numerator of which is the amount by which the Shortfall Number exceeds the total number of Non-Election Shares, and the denominator of which is the total number of Stock Election Shares, with the remaining number of such holder’s Stock Election Shares being converted into the right to receive the Stock Consideration.

(d) Cash Election Number Over Cash Election Cap. If the Cash Election Number is greater than the Cash Election Cap, then:

(i) all Stock Election Shares and all Non-Election Shares shall be converted into the right to receive the Stock Consideration; and

(ii) the Cash Election Shares of each holder thereof will be converted into the right to receive the Cash Consideration in respect of that number of Cash Election Shares equal to the product obtained by multiplying (A) the number of Cash Election Shares held by such holder by (B) a fraction, the numerator of which is the Cash Election Cap (minus the aggregate number of Dissenting Shares determined as of the Effective Time) and the denominator of which is the Cash

Election Number (minus the aggregate Dissenting Shares determined as of the Effective Time), with the remaining number of such holder's Cash Election Shares being converted into the right to receive the Stock Consideration. For the avoidance of doubt, Dissenting Shares determined as of the Effective Time will not be converted into the right to receive the Stock Consideration.

(e) Cash Election Cap Satisfied. If the number of Cash Election Shares (which, for this purpose, shall be deemed to include the Dissenting Shares determined as of the Effective Time) is equal to the Cash Election Cap, then subparagraphs (c) and (d) above shall not apply and all Cash Election Shares shall be converted into the right to receive the Cash Consideration and all Non-Election Shares and Stock Election Shares, shall will be converted into the right to receive the Stock Consideration.

(f) Tax Amendments. If, in the judgment of legal counsel to Enova or to Grasshopper, the application of the provisions of Sections 2.2(c) or 2.2(d) may reasonably create material and adverse Tax consequences to Enova, Grasshopper, or the stockholders of Grasshopper, then the Parties agree to mutually cooperate to amend or remove these provisions or otherwise mitigate any such material and adverse Tax consequences, so long as such amendment, removal or mitigation is not materially prejudicial to the interests of Enova or the stockholders of Grasshopper.

### **2.3. Anti-Dilution Provisions.**

Without limiting the other provisions of this Agreement and subject to Sections 6.2(d) and 6.2(f), if at any time during the period between the date of this Agreement and the Effective Time, the issued and outstanding shares of Grasshopper Common Stock or securities convertible or exchangeable into or exercisable for shares of Grasshopper Common Stock or the issued and outstanding shares of Enova Common Stock or securities convertible or exchangeable into or exercisable for shares of Enova Common Stock, shall have been changed into a different number of shares or a different class by reasons of any reclassification, stock split (including reverse stock split), stock dividend or distribution, reorganization, recapitalization, redenomination, merger, issuer tender or exchange offer or other similar transaction, or there shall be any special or extraordinary dividend or distribution, then, the Merger Consideration shall be equitably and proportionately adjusted, if necessary and without duplication, to reflect fully the effect of any such change and to give holders of Grasshopper Common Stock the same economic effect as contemplated by this Agreement prior to such event; provided that, in any case, nothing in this Section 2.3 shall be construed to permit either Party to take any action with respect to its securities that is prohibited by the terms of this Agreement.

### **2.4. Treatment of Grasshopper Equity Awards.**

(a) Grasshopper Stock Options. At the Effective Time, each option granted by Grasshopper to purchase a share of Grasshopper Common Stock under the Grasshopper Stock Plan, whether vested or unvested (a "Grasshopper Stock Option"), that is outstanding and unexercised immediately prior to the Effective Time shall, automatically and without any required action on the part of the holder thereof, be fully vested and then canceled and converted into the right to receive from Enova, no later than 10 Business Days following the Closing Date, a cash payment (less any required Tax withholding) equal to the product (rounded up to the nearest whole cent) of (i) the number of shares of Grasshopper Common Stock subject to such Grasshopper Stock Option immediately prior to the Effective Time, multiplied by (ii) the difference, if positive, between the Cash Consideration and the exercise price of the Grasshopper Stock Option. Any Grasshopper Stock Option with an exercise price that equals or exceeds the Cash Consideration shall be canceled with no consideration being paid to the optionholder with respect to such Grasshopper Stock Option.

(b) Grasshopper Warrants. In accordance with Section 7.19, at the Effective Time, Grasshopper shall ensure that each warrant granted by Grasshopper to purchase shares of Grasshopper Common Stock under any individual award agreement, whether vested or unvested, that is outstanding and unexercised immediately prior to the Effective Time (a “Grasshopper Warrant”) shall, automatically and without any required action on the part of the holder thereof, be canceled such that the holder thereof shall have no further rights with respect to such Grasshopper Warrant; provided that if prior to the Effective Time the holder thereof executes a warrant cancellation agreement in form and substance reasonably satisfactory to Enova (providing a full release of any rights such holder has with respect to a Grasshopper Warrant, other than the right to receive the cash payment described in this Section 2.4(b)) (a “Warrant Cancellation Agreement”), the Grasshopper Warrant subject to such executed Warrant Cancellation Agreement shall instead be canceled and converted into the right to receive from Enova a cash payment (less any required withholding) equal to its Grasshopper Warrant Pro Rata Amount. In no event shall the aggregate amount payable by Enova in respect of the Grasshopper Warrants be more than the Cash Warrant Amount.

(c) As of the Effective Time, the Grasshopper Stock Plan and equity awards shall be terminated, effective as of the Closing Date and contingent upon the occurrence of the Closing, and no further Grasshopper Stock Options, Grasshopper Warrants, shares of restricted stock, restricted stock units, equity interests or other equity awards or rights with respect to shares of capital stock of Grasshopper shall be granted thereunder.

(d) Prior to the Effective Time, Grasshopper, the board of directors of Grasshopper or any committee thereof, as applicable, shall adopt any resolutions and take any actions, and cause any actions to be taken, that are reasonably necessary or advisable to effectuate the provisions of this Section 2.4 and Section 7.19.

## **2.5. Fractional Shares.**

No certificate, book-entry share or scrip representing fractional shares of Enova Common Stock shall be issued upon the surrender for exchange of Certificates or Book-Entry Shares, no dividend or distribution of Enova shall be payable on or with respect to any such fractional share interests, and such fractional share interests will not entitle the owner thereof to vote or to any other rights of a stockholder of Enova. Notwithstanding any other provision of this Agreement, each Holder who would otherwise have been entitled to receive a fraction of a share of Enova Common Stock pursuant to the Merger (after taking into account all Certificates or Book-Entry Shares delivered by such Holder) shall receive, in lieu thereof, a cash payment (less any required withholding), rounded up to the nearest cent (without interest), which payment shall be determined by multiplying (a) the fraction of a share (rounded to the nearest thousandth when expressed in decimal form) of Enova Common Stock that such Holder would otherwise have been entitled to receive pursuant to Section 2.1(c) by (b) the Average Closing Price (the “Fractional Share Payment”).

## **2.6. Statutory Rights of Appraisal.**

(a) Notwithstanding anything in this Agreement to the contrary, if required by the DGCL (but only to the extent required thereby), shares of Grasshopper Common Stock that are issued and outstanding immediately prior to the Effective Time and which are held by any Holder who has not voted in favor of the adoption of this Agreement or consented thereto in writing and who is entitled to and has properly demanded appraisal rights with respect thereto in accordance with, and who has complied with, Section 262 of the DGCL and not effectively withdrawn such demand with respect to any such Grasshopper Common Stock held by any such Holder (the “Dissenting Shares”) shall not be converted into the right to receive any of the Merger Consideration as specified in this Agreement. Such Holders shall be entitled to receive payment of the appraised value of such Dissenting Shares in accordance with the provisions of

Section 262 of the DGCL except that all Dissenting Shares held by Holders who shall have failed to perfect or who shall have effectively withdrawn or lost their rights to appraisal of such Dissenting Shares pursuant to Section 262 of the DGCL will thereupon be deemed to have been converted into, and to have become exchangeable for, as of the Effective Time, the right to receive the Merger Consideration in accordance with Section 2.1(c) of this Agreement.

(b) Grasshopper shall give Enova prompt written notice (but in any event within 48 hours) to Enova of any demands for payment in respect of any shares of Grasshopper Common Stock and any withdrawals of such demands, and any other instruments served pursuant to Law with respect to appraisal rights, and Enova shall have the right to participate in and direct all negotiations and proceedings with respect to such demands. Grasshopper shall not, except with the prior written consent of Enova, voluntarily make, or commit or agree to make, any payment with respect to, or settle, or offer or agree to settle, any such demand for payment.

### ARTICLE 3 EXCHANGE OF SHARES

#### 3.1. Election Procedures.

Subject to the terms of the Exchange Agent Agreement, each holder of record of shares of Grasshopper Common Stock (excluding the Canceled Shares and Dissenting Shares) issued and outstanding immediately prior to the Effective Time (a “Holder”) shall have the right, subject to the limitations set forth in this ARTICLE 3, to submit an election on or prior to the Election Deadline in accordance with the following procedures:

(a) Each Holder may specify in a request made in accordance with the provisions of this Section 3.1 (herein called an “Election”): (i) the number of shares of Grasshopper Common Stock owned by such Holder with respect to which such Holder desires to make a Cash Election; (ii) the number of shares of Grasshopper Common Stock owned by such Holder with respect to which such Holder desires to make a Stock Election; and (iii) the number of shares of Grasshopper Common Stock owned by such Holder with respect to which such Holder makes no election.

(b) Prior to the Mailing Date, Enova shall appoint an exchange agent (the “Exchange Agent”), for the purpose of receiving Elections and exchanging shares of Grasshopper Common Stock represented by Certificates or Book-Entry Shares for the Merger Consideration, pursuant to an exchange agent agreement entered into prior to the Mailing Date (the “Exchange Agent Agreement”).

(c) Enova shall, or shall cause the Exchange Agent to, prepare a form reasonably acceptable to Grasshopper (the “Election Form”) (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates or Book-Entry Shares shall pass, only upon delivery of the Certificates or Book-Entry Shares to the Exchange Agent, together with a properly completed and duly executed Election Form and related transmittal materials, duly executed on behalf of each Person effecting the surrender of such Certificates or Book-Entry Shares, and shall be in such form and have such other provisions as Enova or the Exchange Agent may reasonably specify) so as to permit those Holders to exercise their right to make an Election prior to the Election Deadline.

(d) The Election Form and instructions for use in effecting the surrender of the Certificates or Book-Entry Shares in exchange for the Merger Consideration shall be mailed on the same date as the Proxy Statement/Prospectus is mailed to Grasshopper stockholders or on such other date as Enova and Grasshopper shall mutually agree (the “Mailing Date”) to each Holder of record of a Certificate or Book-Entry Share. Subject to the terms of the Exchange Agent Agreement, any Election shall have been made

properly only if the Exchange Agent shall have received, by the Election Deadline, an Election Form and related transmittal materials properly completed and validly executed. As used herein, unless otherwise agreed in advance by Enova and Grasshopper, “Election Deadline” means 5:00 p.m. local time (in the city in which the principal office of the Exchange Agent is located) on the date that is 60 Business Days following the Mailing Date.

(e) Any Holder may, at any time prior to the Election Deadline, change or revoke his, her, or its Election only by written notice received by the Exchange Agent prior to the Election Deadline accompanied by a properly completed and signed revised Election Form or by withdrawal prior to the Election Deadline of his, her, or its Certificates or Book-Entry Shares, or any documents, previously deposited with the Exchange Agent. In the event an Election Form is revoked prior to the Election Deadline, unless a subsequent properly completed Election Form together with the revoking Holder’s Certificates or Book-Entry Shares, and related transmittal materials is submitted and actually received by the Exchange Agent by the Election Deadline, the shares of Grasshopper Common Stock represented by such revoked Election Form shall become Non-Election Shares and Enova shall cause the Certificates to be promptly returned without charge to the Holder revoking such prior Election. Subject to the terms of the Exchange Agent Agreement and this Agreement, the Exchange Agent shall have reasonable discretion to determine if any Election is not properly made with respect to any shares of Grasshopper Common Stock and to disregard immaterial defects; provided, that neither Enova nor Grasshopper nor the Exchange Agent shall be under any duty to notify any Holder of any such defect; in the event the Exchange Agent makes such a determination, such Election shall be deemed to be not in effect, and the shares of Grasshopper Common Stock covered by such Election shall, for purposes hereof, be deemed to be Non-Election Shares, unless a proper Election is thereafter timely made with respect to such shares. Any shares of Grasshopper Common Stock with respect to which the Exchange Agent has not received an effective, properly completed, and validly executed Election Form (together with any Certificates and related transmittal materials, as applicable) on or before the Election Deadline shall also be deemed Non-Election Shares. To the extent a holder of Grasshopper Dissenting Shares submits an Election Form, such holder’s election shall have no effect, the Exchange Agent will disregard such Election Form, and the Grasshopper Dissenting Shares shall be converted in accordance with Section 2.6.

(f) Subject to the terms of the Exchange Agent Agreement, Enova, in the exercise of its reasonable discretion, shall have the right to make all determinations, not inconsistent with the terms of this Agreement, governing (i) the manner and extent to which Elections are to be taken into account in making the determinations prescribed by Section 2.2, (ii) the issuance and delivery of evidence of shares in book-entry form or, at the option of Enova, certificates (collectively referred to as “Enova Certificates”) representing the number of shares of Enova Common Stock into which shares of Grasshopper Common Stock are converted into the right to receive in the Merger and (iii) the method of payment of cash for shares of Grasshopper Common Stock that are converted into the right to receive the Cash Consideration and the Fractional Share Payment.

### **3.2. Exchange Procedures.**

(a) Deposit of Merger Consideration. At or immediately prior to the Effective Time, Enova shall deposit, or shall cause to be deposited, with the Exchange Agent, for the benefit of the Holders (excluding the Canceled Shares), for exchange in accordance with this ARTICLE 3, (i) Enova Certificates for shares of Enova Common Stock equal to the aggregate Stock Consideration and (ii) immediately available funds for (A) the aggregate Cash Consideration, (B) any Fractional Share Payment, to the extent then determinable, and (C), after the Effective Time, if applicable, any dividends or distributions which such Holders have the right to receive pursuant to Section 3.2(d) (collectively, the “Exchange Fund”). The Exchange Agent shall invest any cash included in the Exchange Fund as directed by Enova, provided, that no such investment or losses thereon shall affect the amount of Merger Consideration. Any interest and

other income resulting from such investments shall be paid to Enova. Enova shall instruct the Exchange Agent to timely pay the Merger Consideration in accordance with this Agreement.

(b) Delivery of Merger Consideration. As soon as reasonably practicable after the Effective Time, and in any event not later than five Business Days following the Effective Time, Enova shall cause the Exchange Agent to mail to each Holder of a Certificate (and Book-Entry Share, if required by the Exchange Agent or at the request of Enova) representing Non-Election Shares, a notice advising such Holders of the effectiveness of the Merger, including appropriate transmittal materials specifying that delivery shall be effected, and risk of loss and title to the Certificates or Book-Entry Shares shall pass, only upon proper delivery of the Certificates or Book-Entry Shares, together with a properly completed and duly executed transmittal materials, duly executed on behalf of each Person effecting the surrender of such Certificates or Book-Entry Shares, and shall be in such form and have such other provisions as Enova or the Exchange Agent may reasonably specify, and instructions for surrendering the Certificates or Book-Entry Shares to the Exchange Agent in exchange for the consideration for which such Person may be entitled pursuant to ARTICLE 2 and this ARTICLE 3 (such materials and instructions to include customary provisions with respect to delivery of an “agent’s message” with respect to book-entry shares). After completion of the allocation procedure set forth in Section 2.2 and upon proper surrender of a Certificate or Book-Entry Share for exchange and cancellation to the Exchange Agent, together with the appropriate transmittal materials, duly completed and validly executed in accordance with the instructions thereto, and such other documents as may be required pursuant to such instructions, the Holder of such Certificate or Book-Entry Share shall be entitled to receive in exchange therefor the Merger Consideration, which the Holder shall receive (i) the Stock Consideration in non-certificated book-entry form which such Holder has the right to receive in respect of the Certificate or Book-Entry Share surrendered pursuant to the provisions of this Agreement and/or (ii) a check representing the amount of (A) the Cash Consideration which such Holder has the right to receive in respect of the Certificate or Book-Entry Share surrendered pursuant to the provisions of this Agreement, (B) any Fractional Share Payment (if any), and (C) any dividends or distributions (if any) which the Holder thereof has the right to receive pursuant to Section 3.2(d), and the Certificate or Book-Entry Share so surrendered shall forthwith be canceled. No interest will be paid or accrued for the benefit of Holders on the Merger Consideration or any Fractional Share Payment (if any) payable upon the surrender of the Certificates or Book-Entry Shares.

(c) Share Transfer Books. At the Effective Time, the share transfer books of Grasshopper shall be closed, and thereafter there shall be no further registration of transfers of shares of Grasshopper Common Stock. From and after the Effective Time, Holders who held shares of Grasshopper Common Stock immediately prior to the Effective Time shall cease to have rights with respect to such shares, except as otherwise provided for herein. Until surrendered for exchange in accordance with the provisions of this Section 3.1, each Certificate or Book-Entry Share theretofore representing shares of Grasshopper Common Stock (other than the Canceled Shares) shall from and after the Effective Time represent for all purposes only the right to receive the Merger Consideration provided in this Agreement in exchange therefor, subject, however, to Enova’s obligation to pay any dividends or make any other distributions with a record date prior to the Effective Time which have been declared or made by Grasshopper in respect of such shares of Grasshopper Common Stock in accordance with the terms of this Agreement and which remain unpaid at the Effective Time. On or after the Effective Time, any Certificates or Book-Entry Shares presented to the Exchange Agent or the Surviving Corporation for any reason shall be canceled and exchanged for the Merger Consideration, any Fractional Share Payment (if any) and any dividends or distributions (if any) pursuant to Section 3.2(d) with respect to the shares of Grasshopper Common Stock formerly represented thereby.

(d) Dividends with Respect to Enova Common Stock. No dividends or other distributions declared with respect to Enova Common Stock with a record date after the Effective Time shall be paid to the Holder of any unsurrendered Certificate or Book-Entry Share with respect to the whole shares of Enova

Common Stock issuable with respect to such Certificate or Book-Entry Share in accordance with this Agreement until the surrender of such Certificate or Book-Entry Share (or affidavit of loss in lieu thereof) in accordance with this Agreement. Subject to applicable Laws, following surrender of any such Certificate or Book-Entry Share (or affidavit of loss and other documentation required by the Exchange Agent or Surviving Corporation hereunder in lieu thereof) there shall be paid to the record holder of the whole shares of Enova Common Stock, if any, issued in exchange therefor, without interest, (i) all dividends and other distributions payable in respect of any such whole shares of Enova Common Stock with a record date after the Effective Time and a payment date on or prior to the date of such surrender and not previously paid and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to such surrender and with a payment date subsequent to such surrender payable with respect to such shares of Enova Common Stock.

(e) Termination of Exchange Fund. Any portion of the Exchange Fund (including any interest and other income received with respect thereto) which remains undistributed to the former Holders on the first anniversary of the Effective Time shall be delivered to Enova, and any former Holders who have not theretofore received any Merger Consideration (including any Fractional Share Payment and any applicable dividends or other distributions with respect to Enova Common Stock) to which they are entitled under this Agreement shall thereafter look only to Enova for payment of their claims with respect thereto (subject to applicable abandoned property, escheat or similar Law, as general creditors thereof).

(f) No Liability. None of Enova, Grasshopper, the Surviving Corporation, the Exchange Agent or any of their respective Affiliates, or any employee, officer, director, agent or Affiliate of any of them, shall be liable to any Holder in respect of any amount that would have otherwise been payable in respect of any Certificate or Book-Entry Share from the Exchange Fund delivered to a Public Official pursuant to any applicable abandoned property, escheat or similar Law. Any amounts remaining unclaimed by Holders immediately prior to the time at which such amounts would otherwise escheat to, or become property of, any Regulatory Authority shall, to the extent permitted by applicable Law, become the property of the Surviving Corporation, free and clear of any claims or interest of any such Holders or their successors, assigns or personal representatives previously entitled thereto.

(g) Withholding Rights. Each and any of Enova, the Surviving Corporation or the Exchange Agent, as applicable, shall be entitled to deduct and withhold from the Merger Consideration, Fractional Share Payment, cash dividends or distributions payable pursuant to Section 3.2(d), or any other cash amounts otherwise payable pursuant to this Agreement to any Person, such amounts or property (or portions thereof) as Enova, the Surviving Corporation or the Exchange Agent, as applicable, reasonably determines is required to be deducted and withheld with respect to the making of such payment or distribution under the Internal Revenue Code, and the rules and regulations promulgated thereunder, or any provision of applicable Tax Law. Any amounts so deducted or withheld by Enova, the Surviving Corporation, or the Exchange Agent, as applicable, and paid over to the appropriate Regulatory Authority shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made by Enova, the Surviving Corporation, or the Exchange Agent, and shall be paid over to the appropriate Regulatory Authority.

(h) Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, then upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by the Exchange Agent or Surviving Corporation, the posting by such Person of a bond in such reasonable and customary amount as the Exchange Agent or Surviving Corporation may direct, as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent will issue in exchange for such lost, stolen or destroyed Certificate the Merger Consideration to which the Holder thereof is entitled pursuant to this Agreement.

(i) Transferred Ownership. In the event of a transfer of ownership of Grasshopper Common Stock that is not registered in the transfer records of Grasshopper, payment of the Merger Consideration may be made to a Person other than the Person in whose name the Certificate or Book-Entry Share so surrendered are registered if such Certificate shall be properly endorsed or otherwise be in proper form for transfer or such Book-Entry Shares shall be properly transferred and the Person requesting such issuance shall pay any transfer or other Taxes required by reason of the payment to a Person other than the registered holder of such Certificate or Book-Entry Share or establish to the satisfaction of Enova and Exchange Agent that such Tax has been paid or is not applicable.

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

Except as Previously Disclosed, Grasshopper hereby represents and warrants to Enova as follows:

##### **4.1. Organization, Standing, and Power.**

(a) Status of Grasshopper. Grasshopper is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Delaware, is authorized under the Laws of the State of Delaware to engage in its business as currently conducted and otherwise has the corporate power and authority to own, lease and operate all of its Assets and to conduct its business in the manner in which its business is now being conducted. Grasshopper is duly qualified or licensed to transact business as a foreign corporation and in good standing in each jurisdiction in which its ownership or lease of its Assets or conduct of its business requires such qualification or licensure, except where failure to be so qualified or licensed has not had or would not reasonably be expected to have a Material Adverse Effect on Grasshopper. Grasshopper is a bank holding company duly registered with the Federal Reserve under the BHC Act. True, complete and correct copies of the certificate of incorporation and the bylaws of Grasshopper, each as in effect as of the date of this Agreement, have been delivered or made available to Enova. The certificate of incorporation and bylaws of Grasshopper comply with applicable Law.

(b) Status of Grasshopper Bank. Grasshopper Bank is a direct, wholly owned Subsidiary of Grasshopper, is duly organized, validly existing and in good standing under the Laws of the United States, is authorized under the Laws of the United States to engage in its business as currently conducted and otherwise has the corporate power and authority to own, lease and operate all of its Assets and to conduct its business in the manner in which its business is now being conducted. Grasshopper Bank is authorized by the OCC to engage in the business of banking as a national bank. Grasshopper Bank is duly qualified or licensed to transact business as a foreign corporation and in good standing in each jurisdiction in which its ownership or lease of its Assets or conduct of its business requires such qualification or licensure, except where failure to be so qualified or licensed has not had or would not reasonably be expected to have a Material Adverse Effect on Grasshopper. True, complete and correct copies of the articles of association and bylaws of Grasshopper Bank, each as in effect as of the date of this Agreement, have been delivered or made available to Enova. The articles of association and bylaws of Grasshopper Bank comply with applicable Law.

##### **4.2. Authority of Grasshopper; No Breach by Agreement.**

(a) Authority. Grasshopper has the corporate power and authority necessary to execute, deliver, and, other than with respect to the consummation of the Merger, perform its obligations under this Agreement, and with respect to the consummation of the Merger, upon the approval of this Agreement and the Merger by Grasshopper's stockholders as required by applicable Law and Grasshopper's certificate of incorporation and bylaws as contemplated by Section 7.1 (the "Grasshopper Stockholder Approval"). The execution, delivery, and performance of this Agreement and the consummation of the transactions

contemplated herein, including the Mergers, have been duly and validly authorized and approved by all necessary corporate action in respect thereof on the part of Grasshopper and Grasshopper Bank, including approval by, and a determination by all of the members of the board of directors of, Grasshopper that this Agreement and the Merger are advisable and in the best interests of Grasshopper's stockholders and directing the submission of this Agreement and the Merger to a vote at a meeting of Grasshopper's stockholders, subject to the Grasshopper Stockholders Approval. This Agreement has been duly executed and delivered by Grasshopper. Subject to the Grasshopper Stockholder Approval, and assuming the due authorization, execution and delivery by Enova, this Agreement represents a legal, valid, and binding obligation of Grasshopper, enforceable against Grasshopper in accordance with its terms (except in all cases as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, receivership, conservatorship, moratorium, or similar Laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding may be brought (the "Bankruptcy and Equity Exceptions")). Other than the Grasshopper Stockholder Approval, no other corporate proceedings or approvals are necessary on the part of Grasshopper's stockholders to approve this Agreement and the Merger.

(b) No Conflicts. Subject to the receipt of the Grasshopper Stockholder Approval, neither the execution, delivery or performance of this Agreement by Grasshopper, nor the consummation by Grasshopper of the transactions contemplated hereby, nor compliance by Grasshopper with any of the provisions hereof, will (i) conflict with or result in a breach of any provision of Grasshopper's certificate of incorporation, bylaws or other governing instruments, or the articles of association, bylaws or other governing instruments of Grasshopper Bank or any resolution adopted by the board of directors or the equityholders of any Grasshopper Entity, or (ii) subject to receipt of the Requisite Regulatory Approvals, (A) violate any Law or Order applicable to any Grasshopper Entity or any of their respective Assets, or (B) constitute or result in (x) a Default or (y) the loss of any benefit under, or result in the creation of any Lien upon any of the respective Assets of any Grasshopper Entity under, any of the terms, conditions or provisions of any Contract or Permit of any Grasshopper Entity or under which any of their respective Assets may be bound, except in the case of clause (B) above where such Defaults, losses or Liens have not had or would not reasonably be expected to have a Material Adverse Effect on Grasshopper.

(c) Consents or Approvals. Other than in connection or compliance with the provisions of the Securities Laws, applicable state securities Laws, the rules of NYSE, the DGCL, the BHC Act, the Bank Merger Act, the Riegle-Neal Interstate Banking and Branching Efficiency Act, the National Bank Act, and the Requisite Regulatory Approvals, no notice to, application, registration, permit, expiration of waiting period, or filing with, or Consent of, any Regulatory Authority or any third party is necessary for Grasshopper's execution, delivery or performance of this Agreement, Grasshopper Bank's execution, delivery or performance of the Subsidiary Plan of Merger, and the consummation by Grasshopper or Grasshopper Bank, as applicable, of the Mergers and other transactions contemplated in this Agreement. As of the date hereof, Grasshopper has no Knowledge of any reason why the Requisite Regulatory Approvals will not be received in order to permit consummation of the Mergers on a timely basis.

(d) Grasshopper Debt. Grasshopper has no debt that is secured by Grasshopper Bank capital stock.

### **4.3. Capitalization of Grasshopper.**

(a) Ownership. Section 4.3(a) of Grasshopper's Disclosure Memorandum sets forth a true, complete and correct list, as of the date of this Agreement, of (i) (A) the aggregate amount of the authorized and outstanding capital stock of Grasshopper (and their respective par values), including any Equity Rights of Grasshopper, (B) the name of each holder thereof, (C) the number of shares of capital stock of

Grasshopper and the number of Equity Rights of Grasshopper held by each such holder and (D) with respect to each Equity Right of Grasshopper, the type of Equity Right, the date of grant, the expiration date (if applicable), the exercise price or purchase price (if applicable), the number of shares of Grasshopper Common Stock subject thereto, the vesting schedule, the repurchase or redemption price payable by Grasshopper (if applicable), whether such Equity Right of Grasshopper is intended to qualify as an “incentive stock option” under Section 422 of the Internal Revenue Code (if applicable), and with respect to (x) a Grasshopper Stock Option intended to qualify as an “incentive stock option” under Section 422 of the Internal Revenue Code that has been exercised, the date of exercise, exercise price and the number of shares of Grasshopper Common Stock with respect to which such Grasshopper Stock Option was exercised, (y) a Grasshopper Stock Option that was early exercised (if applicable), the date of exercise and the number of unvested shares of Grasshopper Common Stock then outstanding, and (z) a Grasshopper Warrant that has been exercised, the date of exercise, if such option was early exercised, and the number of shares of Grasshopper Common Stock with respect to which such Grasshopper Warrant was exercised, and (ii) the name of any other holder or beneficial owner of, or of any Person having the right to acquire beneficial ownership of, any capital stock of, or any other voting right or equity in, Grasshopper. As of the Effective Time, no more than (1) 36,115,245 shares of Grasshopper Common Stock will be issued and outstanding (excluding treasury shares and excluding any shares of Grasshopper Common Stock issued upon the exercise of any Grasshopper Stock Option that was issued and outstanding as of the date hereof) (the “Maximum Shares”), (2) 28,673 shares of Grasshopper Common Stock will be held by Grasshopper in its treasury, and (3) no shares of Grasshopper preferred stock will be issued and outstanding or held by its treasury.

(b) Other Rights or Obligations. All of the issued and outstanding shares of capital stock of Grasshopper are duly authorized and validly issued and outstanding, are fully paid and nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof, and have been issued or granted, as applicable, in material compliance with all applicable Laws and Contracts to which Grasshopper is a party or bound. None of the outstanding shares of capital stock of Grasshopper has been issued in violation of or subject to any preemptive rights, transfer restrictions, other rights to subscribe for or purchase securities or other similar rights of any Person.

(c) Outstanding Equity Rights. Other than the Grasshopper Stock Options and Grasshopper Warrants outstanding prior to the date of this Agreement and set forth in Section 4.3(a) of Grasshopper’s Disclosure Memorandum, there are no (i) existing Equity Rights with respect to the securities of Grasshopper, (ii) Contracts under which Grasshopper is or may become obligated to sell, issue, deliver, transfer or otherwise dispose of or redeem, purchase or otherwise acquire any securities of Grasshopper, (iii) Contracts under which Grasshopper is or may become obligated to register shares of Grasshopper’s capital stock or other securities under the Securities Act, (iv) stockholder agreements, voting trusts or other agreements, arrangements or understandings to which Grasshopper is a party or of which Grasshopper has Knowledge, that may reasonably be expected to affect the exercise of voting or any other rights with respect to the capital stock of Grasshopper, or (v) outstanding bonds, debentures, notes or other indebtedness having the right to vote (or which are convertible into, or exchangeable for, securities having the right to vote) on any matters on which the stockholders of Grasshopper may vote. The Grasshopper Entities are under no obligation to register under the Securities Act their shares or any other securities, whether currently outstanding or that may subsequently be issued. There are no Contracts pursuant to which Grasshopper is or could be required to register shares of Grasshopper’s capital stock or other securities under the Securities Act or, other than the Grasshopper Stock Options and Grasshopper Warrants outstanding prior to the date of this Agreement and set forth in Section 4.3(a) of Grasshopper’s Disclosure Memorandum, to issue, deliver, transfer or sell any shares of capital stock, Equity Rights or other securities of Grasshopper. Grasshopper Bank does not own any capital stock of Grasshopper. Other than the Grasshopper Stock Options and Grasshopper Warrants outstanding prior to the date of this Agreement and set forth in Section 4.3(a) of Grasshopper’s Disclosure Memorandum, there are no stock appreciation, phantom stock, profit

participation or other similar rights with respect to Grasshopper Common Stock or capital stock of Grasshopper Bank.

(d) Grasshopper Stock Options and Restricted Stock. Each Grasshopper Stock Option has an exercise price that is no less than the fair market value of the underlying shares of Grasshopper Common Stock on the date of grant or on the date of repricing of such Grasshopper Stock Option, as determined in accordance with Section 409A of the Internal Revenue Code. All Grasshopper Stock Options have been granted under the Grasshopper Stock Plan and pursuant to a standard form of option agreement adopted thereunder and provided to Enova. No Grasshopper Common Stock as of the date hereof is subject to a substantial risk of forfeiture, within the meaning of Section 83 of the Code, and prior to the date hereof, Grasshopper has made available to Enova a copy of each election under Section 83(b) of the Code submitted to Grasshopper.

(e) Grasshopper Warrants.

(i) All Contracts pursuant to which Grasshopper has granted any Grasshopper Warrant outstanding immediately prior to the Effective Time shall, automatically and without any required action, terminate at the Effective Time so long as at least 10 days prior to the Effective Time, Grasshopper provides written notice and the opportunity to exercise such Grasshopper Warrant to the holder thereof.

(ii) Section 10.1 of Grasshopper's Disclosure Memorandum contains a true, complete and correct list of the Grasshopper Warrants outstanding immediately prior to the Effective Time, including the amount of shares of Grasshopper Common Stock underlying such Grasshopper Warrants and, subject to the execution of a Warrant Cancellation Agreement, the Grasshopper Warrant Pro Rata Amount to be paid to the warrant holders listed therein.

#### **4.4. Grasshopper Bank.**

(a) Capitalization of Grasshopper Bank. The authorized capital stock of Grasshopper Bank consists of 25,000,000 shares of common stock, par value \$1.00 per share (the "Grasshopper Bank Common Stock"), and 5,000,000 shares of perpetual preferred stock, no par value per share (the "Grasshopper Bank Preferred Stock"). 25,000,000 shares of Grasshopper Bank Common Stock are outstanding as of the date of this Agreement, and no shares of Grasshopper Bank Preferred Stock are outstanding as of the date of this Agreement. All of the outstanding shares of Grasshopper Bank Common Stock (and other equity interests in Grasshopper Bank) are directly and beneficially owned and held by Grasshopper, free and clear of any Lien (other than any restriction on the right to sell or otherwise dispose of such capital stock under applicable Securities Laws and restrictions on transfer that arise pursuant to this Agreement or the other Transaction Documents).

(b) No Other Subsidiaries. Except for the capital stock or other voting securities of, or ownership interests in, Grasshopper Bank, Grasshopper does not own, directly or indirectly, any capital stock or other voting securities of, or ownership interests in, any Person.

(c) Other Rights or Obligations. All of the issued and outstanding shares of capital stock of Grasshopper Bank are duly authorized and validly issued and outstanding, are fully paid and nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof and have been issued or granted, as applicable, in compliance in all material respects with applicable Laws and Contracts to which Grasshopper Bank is a party or bound. None of the outstanding shares of capital stock of Grasshopper Bank has been issued in violation of or subject to any preemptive rights, transfer restrictions, other rights to subscribe for or purchase securities or other similar rights of any Person.

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

#### **4.5. Regulatory Reports.**

Since January 1, 2022, each Grasshopper Entity has filed on a timely basis all forms, filings, registrations, submissions, statements, certifications, returns, information, data, reports and documents required to be filed or furnished by it with the OCC, FDIC, the Federal Reserve or any other Regulatory Authority, as the case may be, and has paid all material fees and assessments due and payable in connection therewith, except where the failure to timely make such filings has not had and would not reasonably be expected to have, either individually or in the aggregate, a material impact on the operation or financial condition of any Grasshopper Entity. All such forms, filings, registrations, submissions, statements, certifications, returns, information, data, reports and documents, and any that will be filed subsequent to the date of this Agreement and prior to Closing, were or will be true, complete and correct in all material respects and in compliance in all material respects with the requirements of any applicable Law and the rules and regulations of the applicable Regulatory Authority. Subject to Section 10.14, no such forms, filings, registrations, submissions, statements, certifications, returns, information, data, reports or documents are the subject of ongoing review, comment or investigation by any Regulatory Authority. Since January 1, 2022 and subject to Section 10.14, there (i) is no unresolved violation, criticism, or exception by any Regulatory Authority with respect to any form, filing, registration, submission, statement, certification, return, information, data, report or document relating to any examinations, inspections or investigations of any Grasshopper Entity, and (ii) has been no formal or informal inquiries by, or disagreements or disputes with, any Regulatory Authority with respect to the business, operations, policies or procedures, or compliance with applicable Law of any Grasshopper Entity. Subject to Section 10.14 and except for normal examinations conducted by a Regulatory Authority in the Ordinary Course, no Regulatory Authority has initiated or has pending any proceeding or, to the Knowledge of Grasshopper, investigation into the business, operations, policies or procedures, or compliance with applicable Law of Grasshopper or Grasshopper Bank since January 1, 2022, except where such proceedings or investigations would not reasonably be expected to have a material impact on any Grasshopper Entity. The Grasshopper Entities are not required to file periodic reports with the SEC pursuant to Sections 13 or 15(d) of the Exchange Act.

#### **4.6. Financial Matters.**

(a) Financial Statements. Section 4.6(a) of Grasshopper's Disclosure Memorandum sets forth a true, complete and correct copy of the Grasshopper Financial Statements with respect to periods ended on and prior to September 30, 2025. Grasshopper has made available to Enova true, complete and correct copies of the Grasshopper Financial Statements with respect to periods ended subsequent to September 30,

2025 and the Books and Records of the Grasshopper Entities. The Grasshopper Financial Statements (i) are true, complete and correct in all material respects, and have been prepared from, and are in accordance with, the Books and Records of the Grasshopper Entities, (ii) have been prepared in accordance with GAAP and regulatory accounting principles, in each case, consistently applied except as may be otherwise indicated in the notes thereto and except with respect to the interim financial statements for the omission of footnotes, and (iii) fairly present in all material respects the consolidated financial condition of the Grasshopper Entities as of the respective dates set forth therein and the consolidated results of operations, stockholders' equity, and cash flows of the Grasshopper Entities for the respective periods set forth therein, subject in the case of the interim Grasshopper Financial Statements to year-end adjustments normal in nature and amount. The Grasshopper Financial Statements to be prepared after the date of this Agreement and prior to the Closing (A) will be true, complete and correct in all material respects, and will be prepared from, and will be in accordance with, the Books and Records of the Grasshopper Entities, (B) will have been prepared in accordance with GAAP and regulatory accounting principles, in each case, consistently applied except as may be otherwise indicated in the notes thereto and except with respect to unaudited financial statements for the omission of footnotes, and (C) will fairly present in all material respects the consolidated financial condition of the Grasshopper Entities as of the respective dates set forth therein and the results of operations, stockholders' equity, and cash flows of the Grasshopper Entities for the respective periods set forth therein, subject in the case of unaudited financial statements to year-end adjustments normal in nature and amount.

(b) Call Reports. The financial statements contained in the Call Reports of Grasshopper and Grasshopper Bank for the periods ended on or after January 1, 2022, (i) are true, complete and correct in all material respects, (ii) have been prepared in accordance with GAAP and regulatory accounting principles consistently applied, except as may be otherwise indicated in the notes thereto and except for the omission of footnotes (none of which, if presented, would materially differ from those in the audited Grasshopper Financial Statements), and (iii) fairly present in all material respects the financial condition of Grasshopper and Grasshopper Bank, respectively, as of the respective dates set forth therein and the results of operations and stockholders' equity for the respective periods set forth therein, subject to year-end adjustments normal in nature and amount. The financial statements contained in the Call Reports of Grasshopper and Grasshopper Bank to be prepared after the date of this Agreement and prior to the Closing (A) will be true, complete and correct in all material respects, (B) will have been prepared in accordance with GAAP and regulatory accounting principles consistently applied, except as may be otherwise indicated in the notes thereto and except for the omission of footnotes (none of which, if presented, would materially differ from those in the audited Grasshopper Financial Statements), and (C) will fairly present in all material respects the financial condition of Grasshopper and Grasshopper Bank, respectively, as of the respective dates set forth therein and the results of operations and stockholders' equity of Grasshopper and Grasshopper Bank, respectively, for the respective periods set forth therein, subject to year-end adjustments normal in nature and amount.

(c) Systems and Processes. Each of Grasshopper and Grasshopper Bank has in place sufficient systems and processes that are customary for a financial institution of the size of Grasshopper and Grasshopper Bank and that are designed to (i) provide reasonable assurances regarding the reliability of financial reporting and the preparation of the Grasshopper Financial Statements and Grasshopper Bank's financial statements, including the financial statements included in the Call Reports, in accordance with GAAP, (ii) in a timely manner accumulate and communicate to Grasshopper and Grasshopper Bank's principal executive officer and principal financial officer the type of information that would be required to be disclosed in Grasshopper Financial Statements and Grasshopper Bank's financial statements, including the financial statements included in the Call Reports, or any forms, filings, registrations, submissions, statements, certifications, returns, information, data, reports or documents required to be filed or provided to any Regulatory Authority, (iii) ensure access to Grasshopper and Grasshopper Bank's Assets is permitted only in accordance with management's authorization, and (iv) ensure the reporting of such Assets is

compared with existing Assets at regular intervals and appropriate action is taken with respect to any differences. Since January 1, 2022, neither Grasshopper nor Grasshopper Bank nor, to Grasshopper's Knowledge, any Representative of any Grasshopper Entity has received or otherwise had or obtained knowledge of any complaint, allegation, assertion or claim, whether written or oral, regarding the adequacy of such systems and processes or the accuracy or integrity of Grasshopper Financial Statements, the Grasshopper Bank's financial statements, including the financial statements included in the Call Reports, or the accounting or auditing practices, procedures, methodologies or methods (including with respect to loan loss reserves, write-downs, charge-offs and accruals) of any Grasshopper Entity or their respective internal accounting controls, including any complaint, allegation, assertion or claim that any Grasshopper Entity has engaged in questionable accounting or auditing practices. No attorney representing any Grasshopper Entity, whether or not employed by any Grasshopper Entity, has reported evidence of a material violation of Securities Laws, breach of fiduciary duty or similar violation by any Grasshopper Entity or any of its officers, directors or employees to the board of directors or any committee thereof, or to any director or officer of any Grasshopper Entity. To Grasshopper's Knowledge, there has been no instance of fraud by any Grasshopper Entity, whether or not material that occurred during any period covered by the Grasshopper Financial Statements.

(d) Records. The records, systems, controls, data and information of the Grasshopper Entities are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of a Grasshopper Entity or accountants (including all means of access thereto and therefrom), except where such non-exclusive ownership and non-direct control has not had or would not reasonably be expected to have, individually or in the aggregate, a material impact on Grasshopper or Grasshopper Bank, or prevent, materially delay or materially impair the consummation of the transactions contemplated hereby. Grasshopper and Grasshopper Bank have disclosed, based on their most recent evaluation prior to the date hereof, to their outside auditors and the audit committee of their respective boards of directors (i) any significant deficiencies and material weaknesses in the design or operation of internal controls, which are reasonably likely to adversely affect their ability to record, process, summarize and report financial information, and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in their internal controls over financial reporting.

(e) Auditor Independence. During the periods covered by the Grasshopper Financial Statements, Grasshopper's and Grasshopper Bank's outside auditor was independent of Grasshopper, Grasshopper Bank and their respective management. As of the date hereof, the outside auditor for Grasshopper and Grasshopper Bank has not resigned or been dismissed as a result of or in connection with any disagreements with Grasshopper or Grasshopper Bank on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

(f) Cash and Cash Equivalents. As of the date hereof and as of the Closing Date, Grasshopper Bank has no less than \$50,000,000 in cash and cash equivalents.

#### **4.7. Books and Records.**

The Books and Records of the Grasshopper Entities have been and are being maintained in the Ordinary Course in accordance and in compliance in all material respects with all applicable accounting requirements and Laws and are true, complete and correct in all material respects to reflect corporate action by the Grasshopper Entities.

#### **4.8. Absence of Undisclosed Liabilities.**

No Grasshopper Entity has incurred any Liability, except for Liabilities (a) incurred in the Ordinary Course since December 31, 2024 (none of which would reasonably be expected to, individually or in the aggregate, be material to Grasshopper or Grasshopper Bank), (b) incurred in connection with this Agreement and the transactions contemplated hereby, or (c) that are accrued and adequately reserved against in the consolidated balance sheet of Grasshopper as of December 31, 2024 included in the Grasshopper Financial Statements at and for the period ending December 31, 2024.

#### **4.9. Absence of Certain Changes or Events.**

(a) Since December 31, 2024, there has not been a Material Adverse Effect on Grasshopper.

(b) Since December 31, 2024, except with respect to the transactions contemplated hereby, (i) the Grasshopper Entities have carried on their respective businesses in all material respects only in the Ordinary Course, (ii) there has not been any material damage, destruction or other casualty loss with respect to any material Asset owned, leased or otherwise used by any Grasshopper Entity whether or not covered by insurance, and (iii) none of the Grasshopper Entities have taken any action that, if taken after the date hereof, would constitute a breach of, or require the consent of Enova pursuant to, Sections 6.2(a), 6.2(c), 6.2(f), 6.2(k), 6.2(l), 6.2(o), 6.2(p), 6.2(q), 6.2(r), 6.2(s), 6.2(x) or (solely as it relates to the foregoing subsections of Section 6.2) Section 6.2(bb).

#### **4.10. Tax Matters.**

(a) All Grasshopper Entities have timely filed with the appropriate Taxing authorities all Tax Returns in all jurisdictions in which such Tax Returns are required to be filed, and such Tax Returns are correct and complete in all material respects. None of the Grasshopper Entities is the beneficiary of any extension of time within which to file any Tax Return (other than any extensions to file Tax Returns automatically granted). All Taxes of the Grasshopper Entities (whether or not shown on any Tax Return) that are due have been fully and timely paid. There are no Liens for any material amount of Taxes (other than a Lien for Taxes not yet due and payable) on any of the Assets of any of the Grasshopper Entities. No claim has been made in the last six years in writing by an authority in a jurisdiction where any Grasshopper Entity does not file a Tax Return that such Grasshopper Entity may be subject to Taxes by that jurisdiction that remains unresolved.

(b) None of the Grasshopper Entities has received any written notice of assessment or proposed assessment in connection with any amount of Taxes, and there are no threatened in writing or pending disputes, claims, audits or examinations regarding any Taxes or Tax Returns of any Grasshopper Entity or the Assets of any Grasshopper Entity which have not been paid, settled, or withdrawn or for which adequate reserves have not been established. None of the Grasshopper Entities has waived or agreed to an extension of any statute of limitations in respect of any Taxes and no such waiver or extension has been requested.

(c) No deficiency of Taxes in respect of any Grasshopper Entity has been asserted in writing as a result of any audit or examination by any Taxing authority, except for any deficiency resulting from any completed audit or examination that has been paid in full.

(d) Each Grasshopper Entity has complied in all material respects with all applicable Laws relating to the withholding of Taxes and the payment thereof to appropriate authorities, including Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee or independent contractor, and Taxes required to be withheld and paid pursuant to Sections 1441 and 1442 of the Internal Revenue Code or similar provisions under foreign Law. Each Grasshopper Entity has complied

with all record keeping and information reporting obligations under applicable Law in connection therewith.

(e) The unpaid Taxes of each Grasshopper Entity (i) did not, as of the most recent fiscal month end, materially exceed the reserve for Tax Liability (other than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the most recent balance sheet (rather than in any notes thereto) for such Grasshopper Entity, and (ii) do not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with past custom and practice of the Grasshopper Entities in filing their Tax Returns.

(f) None of the Grasshopper Entities is a party to any Tax indemnity, allocation or sharing agreement (other than any agreement solely between the Grasshopper Entities and other than any customary Tax indemnifications contained in credit or other commercial agreements the primary purpose of which agreements does not relate to Taxes), and none of the Grasshopper Entities has been a member of an affiliated group within the meaning of Section 1504 of the Internal Revenue Code (or any predecessor provision or comparable provision of state, local or foreign Law) or a combined, consolidated or unitary group for state, local or foreign Tax purposes (other than a group the common parent of which was Grasshopper) or has any Tax Liability of any Person under Treasury Regulation Section 1.1502-6 or any similar provision of state, local or foreign Law (other than the other members of the consolidated group of which Grasshopper is parent), as a transferee or successor, by Contract, or otherwise.

(g) No Grasshopper Entity has executed any power of attorney with respect to any Tax, other than powers of attorney that are no longer in force.

(h) During the three year period ending on the date hereof, none of the Grasshopper Entities have been a distributing corporation or a controlled corporation in a transaction intended to be governed by Section 355 of the Internal Revenue Code.

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

(j) Each of Grasshopper and its predecessor has been a “C corporation” within the meaning of Section 1361(a)(2) of the Internal Revenue Code since its inception, and no other Grasshopper Entity has elected at any time to be treated as an “S corporation” within the meaning of Sections 1361 or 1362 of the Internal Revenue Code.

(k) Since January 1, 2022, no Grasshopper Entity has made, changed or revoked any material Tax election, elected or changed any method of accounting for Tax purposes, changed any annual Tax accounting period, settled any audit, assessment, dispute, proceeding or investigation in respect of a material amount of Taxes, surrendered any right to claim a material Tax refund, filed any amended income Tax Return, or entered into any contractual obligation in respect of Taxes with any Regulatory Authority.

(l) None of the Grasshopper Entities will be required to include after the Closing any material adjustment in taxable income pursuant to (i) Section 481 of the Internal Revenue Code, (ii) a closing agreement as described in Section 7121 of the Internal Revenue Code executed prior to the Closing, (iii) the installment method of accounting, the completed contract method of accounting, the long-term contract method of accounting or cash method of accounting adopted, in each case, prior to the Closing, (iv) any open transaction disposition entered into prior to Closing, (v) any prepaid amount received prior to Closing, (vi) a deferred intercompany transaction in a taxable period (or portion thereof) ending before the Closing or excess loss account in existence at the Closing, (vii) a gain recognition agreement entered into before the Closing or a transaction under which previously utilized Tax losses or credits may be recaptured (including a dual consolidated loss or an excess loss account), (viii) a transaction qualifying under Section 1400Z-2(a)(1)(A) of the Internal Revenue Code, or (ix) any comparable provision under state or foreign Tax Laws as a result of transactions or events occurring prior to the Closing.

(m) None of the Grasshopper Entities has participated in any “reportable transaction” within the meaning of Treasury Regulation Section 1.6011-4 or any “tax shelter” within the meaning of Internal Revenue Code Section 6662. All income and franchise Tax Returns of the Grasshopper Entities through the Tax year ended December 31, 2021 have been examined and closed by the relevant Taxing authority or are Tax Returns with respect to which the applicable period for assessment under applicable Law relating to Tax (“Tax Law”), after giving effect to extensions or waivers, has expired.

(n) None of the Grasshopper Entities has received or applied for a Tax ruling or entered into a closing agreement pursuant to Section 7121 of the Internal Revenue Code or any similar provision of state, local or foreign applicable Law. Grasshopper has made available to Enova true, complete and correct copies of all private letter rulings, technical advice memoranda and similar documents received by or issued by a Taxing authority with respect to each Grasshopper Entity since its formation, if any.

(o) None of the Grasshopper Entities is a party to any joint venture, partnership or other arrangement that is treated as a partnership for U.S. federal, state, local or foreign income Tax purposes.

(p) None of the Grasshopper Entities has been a United States real property holding corporation (as defined in Section 897(c)(2) of the Internal Revenue Code) during the applicable period specified in Section 897(c)(1)(A) of the Internal Revenue Code.

(q) The prices for any property or services (or for the use of any property) provided by or to Grasshopper Entities are arm’s-length prices for purposes of all applicable transfer pricing Laws, including Section 482 of the Internal Revenue Code and any similar provision of state, local or foreign applicable Law. All transactions and other dealings between Grasshopper Entities and a third party have been (and can be demonstrated to have been) conducted on arm’s-length commercial terms.

(r) There is currently no limitation on the utilization of any net operating losses, capital losses, built-in losses, tax credits or similar items by any Grasshopper Entity under Sections 382 or 383 of the Internal Revenue Code, the Treasury Regulations promulgated thereunder or any comparable provisions of state, local or foreign applicable Law.

(s) None of the Grasshopper Entities maintains a permanent establishment (within the meaning of any applicable Tax treaty or convention) or an office or fixed place of business in a jurisdiction other than the United States. None of the Grasshopper Entities is, or has ever been, a “United States shareholder” within the meaning of Section 951(b) of the Internal Revenue Code with respect to any “controlled foreign corporation” within the meaning of Section 957(a) of the Internal Revenue Code or a “deferred foreign income corporation” within the meaning of Section 965(d)(1) of the Internal Revenue Code.

(t) Section 4.10(t) of the Disclosure Memorandum contains a true, complete and correct list of all jurisdictions (U.S. and non-U.S.) in which the Grasshopper Entities currently file Tax Returns.

(u) For purposes of this Section 4.10, all representations and warranties made with respect to a Grasshopper Entity are made with respect to any predecessor of the Grasshopper Entity or the applicable Subsidiary of the Grasshopper Entity.

#### **4.11. Assets.**

(a) Each Grasshopper Entity has good and marketable title to, or good and valid leasehold interest in, those Assets reflected in the most recent Grasshopper Financial Statements as being owned or leased, as applicable, by such Grasshopper Entity or acquired after the date thereof (except Assets sold or otherwise disposed of since the date thereof in the Ordinary Course), free and clear of all Liens, except (a) statutory Liens securing payments not yet due, (b) Liens for real property Taxes not yet due and payable, (c) easements, rights of way, and other similar encumbrances that do not materially affect the use of the Assets subject thereto or affected thereby or otherwise materially impair business operations and use of such Assets and (d) such imperfections or irregularities of title or Liens as have not or would not reasonably be expected to, individually or in the aggregate, materially affect the use of the Assets subject thereto or affected thereby or otherwise materially impair business operations and use of such Assets (collectively, "Permitted Liens").

(b) Section 4.11(b) of Grasshopper's Disclosure Memorandum sets forth a true, complete and correct list of all street addresses and fee owners of all real property owned or leased by any Grasshopper Entity or otherwise occupied by a Grasshopper Entity or used or held for use by any Grasshopper Entity (collectively, the "Real Property"). Other than as set forth on Section 4.11(b) of Grasshopper's Disclosure Memorandum, there are no Persons in possession of any portion of any of the Real Property other than the Grasshopper Entities, and no Person other than a Grasshopper Entity has the right to use or occupy for any purpose any portion of any of the Real Property. No Grasshopper Entity owns, or has previously owned, any Real Property. All leases of Real Property under which any Grasshopper Entity, as lessee, leases Real Property, are valid, binding and enforceable in accordance with their respective terms and such Grasshopper Entity has good and marketable leasehold interests to all Real Property leased by them (except as may be limited by the Bankruptcy and Equity Exceptions). There is not under any such lease any material existing Default by any Grasshopper Entity or, to Grasshopper's Knowledge, any other party thereto, or any event which with notice or lapse of time would constitute such a material Default and all rent and other sums and charges due and payable under such lease have been paid. To the Knowledge of Grasshopper, there are no pending or threatened condemnation or eminent domain proceedings against any Real Property.

(c) The Assets reflected in the most recent Grasshopper Financial Statements which are owned or leased by the Grasshopper Entities, and in combination with the Real Property, the Intellectual Property of any Grasshopper Entity, and contractual benefits and burdens of the Grasshopper Entities, constitute, as of the Closing Date, all of the Assets, rights and interests necessary to enable the Grasshopper Entities to operate consolidated businesses in the Ordinary Course and as the same is expected to be conducted on the Closing Date.

#### **4.12. Intellectual Property; Privacy.**

(a) Section 4.12(a) of Grasshopper's Disclosure Memorandum lists all patents, patent applications, Trademarks, copyright registrations and pending applications for registration, and internet domain name registrations owned by each Grasshopper Entity as of the date hereof.

(b) Each Grasshopper Entity owns or has a valid license to use (in each case, free and clear of any Liens other than any Permitted Liens) all of the Intellectual Property necessary to carry on the business of such Grasshopper Entity as it is currently conducted. Each Grasshopper Entity is the owner of or has a license, with the right to sublicense, to any Intellectual Property sold or licensed to a third party by such Grasshopper Entity in connection with its business operations, and such Grasshopper Entity has the right to convey by sale or license any Intellectual Property so conveyed. No Grasshopper Entity is in Default under any of its Intellectual Property licenses. No proceedings have been instituted, or are pending or to the Knowledge of Grasshopper threatened, which challenge the rights of any Grasshopper Entity with respect to Intellectual Property used, sold or licensed by such Grasshopper Entity in the course of its business, nor has any Person claimed or alleged any rights to such Intellectual Property owned or purported to be owned by any Grasshopper Entity. The conduct of the business of each Grasshopper Entity and the use of any Intellectual Property by each Grasshopper Entity does not infringe, misappropriate or otherwise violate the Intellectual Property rights of any other Person. No Person has asserted to any Grasshopper Entity in writing that any Grasshopper Entity has infringed, misappropriated or otherwise violated the Intellectual Property rights of such Person. The validity, continuation and effectiveness of all licenses and other agreements relating to Intellectual Property used by any Grasshopper Entity in the course of its business and the current terms thereof will not be affected by the transactions contemplated by this Agreement, the use of the “Grasshopper” and “Grasshopper Bank” trademarks will be transferred to Enova in connection with the transactions contemplated by this Agreement and after the Effective Time, no Person besides Enova shall have right and title to the “Grasshopper” and “Grasshopper Bank” trademarks and trade names. All of the Grasshopper Entities’ right to the use of and title to the names “Grasshopper” and “Grasshopper Bank” will be transferred to Enova in connection with the completion of the transactions contemplated by this Agreement.

(c) (i) The computer, information technology and data processing systems, facilities and services used by the Grasshopper Entities, including all software, hardware, networks, communications facilities, platforms and related systems and services (collectively, the “Grasshopper Systems”), are reasonably sufficient for the conduct of the respective businesses of the Grasshopper Entities as currently conducted, and (ii) the Grasshopper Systems are in good working condition to effectively perform all computing, information technology and data processing operations necessary for the operation of the respective businesses of the Grasshopper Entities as currently conducted. To Grasshopper’s Knowledge, no third party or Representative has gained unauthorized access to any Grasshopper Systems owned or controlled by any Grasshopper Entity, and the Grasshopper Entities have taken commercially reasonable steps and implemented commercially reasonable safeguards designed to protect the Grasshopper Systems from unauthorized access and keep the Grasshopper Systems free from any disabling codes or instructions, spyware, Trojan horses, worms, viruses or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, software, data or other materials. Each Grasshopper Entity has implemented backup and disaster recovery policies, procedures and systems consistent with generally accepted industry standards and sufficient to reasonably maintain the operation of the respective businesses of the Grasshopper Entities in all material respects. Each Grasshopper Entity has implemented and maintained commercially reasonable measures and procedures designed to reasonably mitigate the risks of cybersecurity breaches and attacks.

(d) Each Grasshopper Entity and, to the Knowledge of Grasshopper, any third parties acting on the Grasshopper Entities’ behalf have (i) complied in all material respects with all applicable Law and Orders which govern the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security, disposal, destruction, disclosure, transmission or transfer of Personal Data and similar Laws governing privacy and financial privacy, data security, or electronic or mobile marketing laws (“Privacy Laws”), and with all of their respective published privacy and data security policies and internal privacy and data security policies and guidelines, including with respect to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security, disposal, destruction, disclosure, transmission or

transfer of Personal Data and there have been no material breaches with respect thereto, and (ii) taken commercially reasonable measures to ensure that all Personal Data in their possession or control is protected against loss, damage and unauthorized access, use, modification or other misuse. None of the Grasshopper Entities or, to the Knowledge of Grasshopper, any third party with whom the Grasshopper Entities have entered into a Contract in connection with the processing of Personal Data, has breached such Contract in a manner that would violate Privacy Laws in any material respect. There are no asserted or, to the Knowledge of Grasshopper, threatened claims, notices or complaints against any Grasshopper Entity (whether by a Regulatory Authority or any other party) relating to a Grasshopper Entity's collection, maintenance, use, disclosure, transfer, protection, storage, retention, deletion or other processing of Personal Data. Grasshopper does not have any Knowledge that any Grasshopper Entity, or any third party acting on a Grasshopper Entity's behalf, has experienced any security breach, unauthorized access, or other instance of compromised, lost, damaged, modified or misused Personal Data or other confidential information.

(e) Each Grasshopper Entity has taken commercially reasonable measures to protect the confidentiality of all trade secrets that are included in the Intellectual Property owned by them, and, to the Knowledge of Grasshopper, such trade secrets have not been disclosed by any Grasshopper Entity to any Person except pursuant to appropriate nondisclosure agreements.

(f) Each current or former employee, consultant or contractor of the Grasshopper Entity who has contributed to the creation or development of any Intellectual Property owned by any Grasshopper Entity has executed a nondisclosure and assignment-of-rights agreement for the benefit of the Grasshopper Entities, and the Grasshopper Entities are the owner of all rights in and to all Intellectual Property created by each such employee, consultant or contractor in performing services for the Grasshopper Entities vesting all rights in work product created in the Grasshopper Entities.

#### **4.13. Environmental Matters.**

(a) Each Grasshopper Entity, its Participation Facilities, and its Operating Properties (including the Real Property) are, and have been since January 1, 2022, in compliance, in all material respects, with all applicable Environmental Laws.

(b) Except as has not had or would not reasonably be expected to have a Material Adverse Effect on Grasshopper, there is no Litigation pending or, to the Knowledge of Grasshopper, threatened before any Regulatory Authority in which any Grasshopper Entity, its Participation Facilities, or its Operating Properties (including any of the Real Property) has been or, with respect to threatened Litigation, may be named as a defendant (i) for alleged noncompliance (including by any predecessor) with or Liability under any Environmental Law, or (ii) relating to the release, discharge, spillage, or disposal into the environment of any Hazardous Material, whether or not occurring at, on, under, adjacent to, or affecting (or potentially affecting) a site currently or formerly owned, leased, or operated by any Grasshopper Entity, any of its Participation Facilities, or any of its Operating Properties (including any Real Property), nor is there any reasonable basis for any Litigation of a type described in this sentence. No Grasshopper Entity is subject to any Order imposing any Liability or obligation with respect to any Environmental Law that has had or would reasonably be expected to have a Material Adverse Effect on Grasshopper.

#### **4.14. Compliance with Laws.**

(a) Each Grasshopper Entity has, and since January 1, 2022, has had, in effect all Permits necessary for it to lawfully own, lease, or operate its material Assets and to carry on its business as now or then conducted (and has paid all fees and assessments due and payable in connection therewith), except where neither the cost of failure to hold nor the cost of obtaining and holding such Permit would reasonably

be expected to have a material impact on any Grasshopper Entity. Since January 1, 2022, Grasshopper has not taken any steps to withdraw any Permits and will take no steps to withdraw any Permits prior to Closing. Since January 1, 2022, there has occurred no material Default under any such Permit and, to the Knowledge of Grasshopper, no suspension, revocation, conditioning or cancelation of any such Permit is threatened.

(b) None of the Grasshopper Entities:

(i) is in Default under any of the provisions of its certificate of incorporation or bylaws (or other governing instruments);

(ii) is in material Default under any Laws or Orders applicable to its business or employees conducting its business, including all Laws applicable to agreements with, and disclosures and communications to, consumers or customers;

(iii) subject to Section 10.14, has since January 1, 2022 received any notification or communication from any agency or department of federal, state, or local government or any Regulatory Authority or the staff thereof asserting that any Grasshopper Entity is not in compliance with any Laws, Orders, or Permits or engaging in an unsafe or unsound activity or is in troubled condition; or

(iv) has been charged with, pleaded guilty to or been convicted of a criminal offense under any Law.

(c) Each Grasshopper Entity is, and has been, in compliance in all material respects with all applicable Laws, regulatory capital requirements, Consents, Permits, Orders, or conditions imposed in writing by a Regulatory Authority, to which it or its Assets may be subject.

(d) Since January 1, 2022, each director, officer, stockholder, manager, and employee of the Grasshopper Entities that has been engaged at any time in the development, use, or operation of the Grasshopper Entities and their respective Assets, and, to Grasshopper's Knowledge, each Independent Contractor, is and has been in compliance in all material respects with all applicable Laws relating to the development, use, or operation of the Grasshopper Entities and their respective Assets. No proceeding or notice has been filed, given, commenced or, to the Knowledge of Grasshopper, threatened against any of the Grasshopper Entities or any of their respective directors, officers, members, Affiliates, managers, employees or Independent Contractors alleging any failure to so comply with all applicable Laws.

(e) Since January 1, 2022, Grasshopper Bank (i) has properly certified all foreign deposit accounts and has made all necessary Tax withholdings on all of its deposit accounts, (ii) has timely and properly filed and maintained all requisite Currency Transaction Reports and other related forms, including any requisite Custom Reports required by any agency of the U.S. Department of the Treasury, including the United States Internal Revenue Service ("IRS"), and (iii) has timely filed all Suspicious Activity Reports with the Financial Crimes Enforcement Network (bureau of the U.S. Department of the Treasury) required to be filed by it pursuant to all applicable Laws.

(f) No Grasshopper Entity acts as a fiduciary on behalf of others in any capacity or otherwise engages in any fiduciary activities.

(g) None of the Grasshopper Entities, nor any of their respective directors, officers, or employees nor, to Grasshopper's Knowledge, any other Representative of a Grasshopper Entity authorized to act on its behalf (in each case, acting in their capacities as such) has, directly or indirectly, (i) taken any action in violation of any Anti-Corruption Law; (ii) offered, paid, given, promised to pay or give, or

authorized the payment or gift of anything of value to any Public Official, for purposes of (A) influencing any act or decision of any Public Official in their official capacity, (B) inducing such Public Official to do or fail to do any act in violation of their lawful or official duty, (C) retaining or securing any improper advantage, or (D) inducing such Public Official to use their influence with a Regulatory Authority in order to assist a Grasshopper Entity or any Person related to the Grasshopper Entities, in obtaining or retaining business; (iii) made any false or fictitious entries on its accounting Books and Records; (iv) maintained any unlawful fund of corporate monies or properties or used any funds for any unlawful contributions, gifts, entertainment, hospitality, travel or other unlawful expenses; (v) been or is under administrative, civil, or criminal investigation, indictment, suspension, debarment, or audit (other than a routine contract audit) by any Person, in connection with alleged or possible violations of any Anti-Corruption Laws; or (vi) received written notice from, or made a voluntary disclosure to, the Department of Justice, the SEC, the UK Serious Fraud Office, or any other Regulatory Authority, or received a whistleblower report or conducted any internal investigation or audit, regarding alleged or possible violations of any Anti-Corruption Laws. None of the Representatives of the Grasshopper Entities are themselves Public Officials.

(h) None of the Grasshopper Entities, nor any of their respective directors, officers, or employees nor, to Grasshopper's Knowledge, any other Representative of a Grasshopper Entity has, directly or indirectly, violated or is in violation of the Currency and Foreign Transactions Reporting Act of 1970 the Bank Secrecy Act, the USA PATRIOT ACT of 2001, the money laundering Laws of any jurisdiction, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Regulatory Authority (collectively, the "Money Laundering Laws"), and no action, suit or proceeding by or before any Regulatory Authority or any arbitrator involving any Grasshopper Entity with respect to the Money Laundering Laws is pending or, to the Knowledge of Grasshopper, threatened. Each Grasshopper Entity has been conducting operations at all times in compliance with applicable financial recordkeeping and reporting requirements of all Money Laundering Laws administered and each Grasshopper Entity has established and maintained a system of internal controls designed to ensure compliance by the Grasshopper Entities with applicable financial recordkeeping and reporting requirements of the Money Laundering Laws.

(i) As of the date hereof, Grasshopper, Grasshopper Bank and each other insured depository institution Subsidiary of Grasshopper is "well-capitalized" (as that term is defined by applicable Law).

#### **4.15. Community Reinvestment Act Performance.**

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

#### **4.16. Labor Relations.**

(a) No Grasshopper Entity is the subject of any pending or, to the Knowledge of Grasshopper, threatened Litigation asserting that it or any other Grasshopper Entity has committed an unfair labor practice (within the meaning of the National Labor Relations Act or comparable state Law) or other violation of state or federal labor Law or seeking to compel it or any other Grasshopper Entity to bargain with any labor organization or other employee representative as to wages or conditions of employment. No Grasshopper Entity, predecessor, or Affiliate of a Grasshopper Entity is or has ever been a party to any collective bargaining agreement or subject to any bargaining order, injunction or other Order relating to any Grasshopper Entity's relationship or dealings with its employees, any labor organization or any other

employee representative, and no Grasshopper Entity or Affiliate of a Grasshopper Entity is currently negotiating any collective bargaining agreement. There is no strike, slowdown, lockout or other job action or labor dispute involving any Grasshopper Entity pending or threatened and there have been no such actions or disputes since January 1, 2022. To the Knowledge of Grasshopper, since January 1, 2022, there has not been any attempt by any Grasshopper Entity employees or any labor organization or other employee representative to organize or certify a collective bargaining unit or to engage in any other union organization activity with respect to the workforce of any Grasshopper Entity. The employment of each employee of each Grasshopper Entity is at will.

(b) Section 4.16(b) of Grasshopper’s Disclosure Memorandum separately sets forth a list, as of a date within five days of the date hereof, of each current Grasshopper employee, including for each such employee: name; job title; hire date; full- or part-time status; status as a regular or temporary employee; Fair Labor Standards Act designation; work location; current base salary or wage rate; current year target bonus or incentive opportunity; prior year annual bonus, incentives, or commissions paid; employing entity; and visa or Green Card application status, if any. To Grasshopper’s Knowledge, no current or former employee of any Grasshopper Entity is in material violation of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, non-competition agreement, restrictive covenant or other similar obligations: (i) to the Grasshopper Entities or (ii) to a former or other current employer of any such employee, in each case, to the extent such material violation relates (1) to the right of any such employee to be employed by any of the Grasshopper Entities or (2) to the knowledge or use of trade secrets or proprietary information in connection with such Person’s employment with any of the Grasshopper Entities. No Key Employee of any Grasshopper Entity has provided written notice to a Grasshopper Entity of his or her intent to terminate his or her employment with the applicable Grasshopper Entity as of the date hereof, and, as of the date hereof, to Grasshopper’s Knowledge, no Key Employee has indicated to his or her supervisor or to any Grasshopper Entity’s HR department (in writing or orally) his or her intent to terminate his or her employment with Grasshopper before Closing.

(c) Section 4.16(c) of Grasshopper’s Disclosure Memorandum contains a true, complete and correct listing of the name of, and fees paid or payable to, each individual who has provided services to any Grasshopper Entity as an independent contractor, consultant, freelancer or other service provider during the prior 12-month period prior to the date hereof (collectively, “Independent Contractors”). A copy of each Contract relating to the services provided by any such Independent Contractor to a Grasshopper Entity has been made available to Enova. The Grasshopper Entities have no obligation or liability with respect to any Grasshopper Benefit Plans in connection with any Independent Contractor. The Grasshopper Entities have properly classified, in all material respects, pursuant to the Internal Revenue Code, the Fair Labor Standards Act, and any other applicable Law, all Independent Contractors used by the Grasshopper Entities. The engagement of each Independent Contractor of each Grasshopper Entity is terminable on not more than 30 days’ notice by the relevant Grasshopper Entity without any penalty, liability or severance obligation incurred by any Grasshopper Entity, other than for fees accrued through termination.

(d) The Grasshopper Entities do not (i) have any temporary employees or “leased employees” within the meaning of Internal Revenue Code Section 414(n), or (ii) use the services of any staffing or professional employer organization.

(e) The Grasshopper Entities have paid all accrued salaries, bonuses, commissions, retention payments, severance payments, accrued vacation pay, and other wages due to be paid through the date hereof. Each of the Grasshopper Entities is and at all times has been in material compliance with all Laws governing the employment of labor, including all contractual commitments and all such Laws relating to wages, hours, affirmative action, collective bargaining, discrimination, civil rights, disability accommodation, employee leave, unemployment, worker classification, immigration, safety and health, workers’ compensation.

(f) There are no, and since January 1, 2022, there have not been any, wage and hour claims, discrimination, disability accommodation, or other employment claims or charges by any employee or prospective employee of any Grasshopper Entity, nor, to Grasshopper's Knowledge, are there any such claims or charges currently threatened by any employee or applicant of any Grasshopper Entity. There are no governmental investigations open with or, to Grasshopper's Knowledge, under consideration by the United States Department of Labor ("DOL"), Equal Employment Opportunity Commission, or any other federal or state governmental body charged with administering or enforcing employment related Laws.

(g) All of the Grasshopper Entities' employees are employed in the United States and are either United States citizens or are legally entitled to work in the United States under the Immigration Reform and Control Act of 1986, other United States immigration Laws, and the Laws related to the employment of non-United States citizens applicable in the state in which the employees are employed. Grasshopper maintains an accurate and complete, in all material respects, Form I-9 (Employment Eligibility Verification) for each employee of the Grasshopper Entities as required by applicable Laws.

(h) None of the Grasshopper Entities has (i) effectuated a "plant closing" (as defined in the Worker Adjustment and Retraining Notification Act and any similar state or local Law relating to plant closings or layoffs (the "WARN Act")), (ii) effectuated a "mass layoff" (as defined in the WARN Act), or (iii) undertaken any other similar action requiring advance notice of such action to affected employees, employee representatives or Regulatory Authorities.

(i) (i) No allegations of workplace sexual harassment, unlawful discrimination or other workplace misconduct have been filed or, to the Knowledge of Grasshopper, threatened against any of the Grasshopper Entities or any of their current or former employees, directors, or officers which, as of the date of this Agreement, have not been resolved through judicial, arbitration or mediation proceedings or a settlement and release in favor of the Grasshopper Entities, (ii) to the Knowledge of Grasshopper, no incidents of any such workplace sexual harassment, unlawful discrimination or other workplace misconduct have occurred which, as of the date of this Agreement, have not been resolved through judicial, arbitration, or mediation proceedings or a settlement and release in favor of Grasshopper Entities, and (iii) none of the Grasshopper Entities has, and, to the Knowledge of Grasshopper, no current or former employee, director or officer of the Grasshopper Entities has, entered into any settlement agreement related to allegations of sexual harassment, unlawful discrimination or other workplace misconduct.

#### **4.17. Employee Benefit Plans.**

(a) Grasshopper has made available to Enova prior to the execution of this Agreement, true, complete and correct copies (or if not written, a written summary of its terms) of each material Grasshopper Benefit Plan (including all amendments). The term "Grasshopper Benefit Plan" (i) means each Employee Benefit Plan (A) adopted, maintained, sponsored in whole or in part by, or contributed to, or required to be contributed to by any Grasshopper Entity for the benefit of employees, retirees, dependents, spouses, directors, or individual independent contractors or (B) with respect to which any Grasshopper Entity has or may have any obligation or Liability (including as a result of any Grasshopper ERISA Affiliate) and (ii) to the extent employees of a Grasshopper Entity are accruing or receiving benefits thereunder or any obligations or Liabilities of Grasshopper remain outstanding thereunder. No Grasshopper Benefit Plan is a plan, program, policy, or arrangement sponsored or maintained by a third-party professional employer organization in which the current or former employees, retirees, dependents, spouses, directors, individual independent contractors, or other beneficiaries of the Grasshopper Entities are eligible to participate (such plans, "PEO Plans"). Section 4.17(a) of Grasshopper's Disclosure Memorandum has a true, complete and correct list of each material Grasshopper Benefit Plan. No Grasshopper Benefit Plan is subject to any Laws other than those of the United States or any state, county, or municipality in the United States. With respect to each material Grasshopper Benefit Plan, Grasshopper has made available to Enova prior to the execution

of this Agreement, as applicable, (i) all current trust agreements or other funding arrangements, (ii) the most recent determination letter or opinion letter from the IRS, (iii) the most recently completed annual reports or returns, audited or unaudited financial statements, actuarial reports, (iv) the most recent summary plan descriptions and any material modifications thereto, (v) the annual report on Forms 5500 for the most recently completed plan year to the extent required under applicable Law, (vi) material Contracts including current insurance Contracts and administrative services agreements, (vii) results of nondiscrimination tests required to be performed under the Internal Revenue Code for the three most recent plan years, and (viii) all non-routine correspondence with any Regulatory Authority within the past three years.

(b) Each Grasshopper Benefit Plan is and has been maintained, in all material respects, in compliance with the terms of such Grasshopper Benefit Plan, and in compliance with the applicable requirements of the Internal Revenue Code, ERISA, and any other applicable Laws. Each Grasshopper Benefit Plan that is intended to be qualified under Section 401(a) of the Internal Revenue Code has received a favorable determination letter, or for a prototype plan, opinion letter, from the IRS that applies to the Grasshopper Benefit Plan and on which such Grasshopper Benefit Plan is entitled to rely. To Grasshopper's Knowledge, nothing has occurred and no circumstance exists that would be reasonably expected to adversely affect the qualified status of such Grasshopper Benefit Plan. Within the past three years, no Grasshopper Entity has taken any action to take material corrective action or make a filing under any voluntary correction program of the IRS, DOL or any other Regulatory Authority with respect to any Grasshopper Benefit Plan. All assets of each Grasshopper Benefit Plan that is a retirement plan consist exclusively of cash and actively traded securities.

(c) With respect to the Grasshopper Benefit Plans, there are no pending, or to Grasshopper's Knowledge, threatened claims or disputes under the terms of, or in connection with, such Grasshopper Benefit Plans other than claims for benefits in the Ordinary Course, and no action, proceeding, prosecution, inquiry, hearing or investigation or audit has been commenced with respect to any such Grasshopper Benefit Plan.

(d) Neither Grasshopper nor any Subsidiary of Grasshopper has engaged in any prohibited transaction for which there is not an exemption, within the meaning of Section 4975 of the Internal Revenue Code or Section 406 of ERISA, with respect to any Grasshopper Benefit Plan and, to Grasshopper's Knowledge, no prohibited transaction has occurred with respect to any Grasshopper Benefit Plan that would be reasonably expected to result in any material Liability or excise Tax to a Grasshopper Entity under ERISA or the Internal Revenue Code. No Grasshopper Entity, or, to Grasshopper's Knowledge, a Grasshopper Entity employee, or any committee of which any Grasshopper Entity employee is a member has breached his or her fiduciary duty with respect to a Grasshopper Benefit Plan in connection with any acts taken (or failed to be taken) with respect to the administration or investment of the assets of any Grasshopper Benefit Plan. To Grasshopper's Knowledge, no fiduciary, within the meaning of Section 3(21) of ERISA, who is not Grasshopper or any Grasshopper Entity employee has breached his or her fiduciary duty with respect to a Grasshopper Benefit Plan or otherwise has any Liability in connection with any acts taken (or failed to be taken) with respect to the administration or investment of the assets of any Grasshopper Benefit Plan that would reasonably be expected to result in any Liability or excise Tax under ERISA or the Internal Revenue Code being imposed on Grasshopper or any Affiliate of Grasshopper. The treatment of the Grasshopper Equity Awards as set forth in Section 2.4 of this Agreement is permitted by applicable Law and the terms of the Grasshopper Stock Plan and the applicable award agreement.

(e) Other than PEO Plans with respect to which no Grasshopper Entity has any current outstanding Liabilities, neither Grasshopper nor any Grasshopper ERISA Affiliate has at any time been a party to or maintained, sponsored, contributed to or has been obligated to contribute to, or had any Liability with respect to, or would reasonably be expected to have any such obligation to contribute to or Liability with respect to: (i) any plan subject to Title IV of ERISA; (ii) a "multiemployer plan" (as defined in ERISA

Sections 3(37) and 4001(a)(3)); (iii) a “multiple employer plan” (within the meaning of ERISA or the Internal Revenue Code); (iv) a self-funded health or welfare benefit plan; (v) any voluntary employees’ beneficiary association (within the meaning of Section 501(c)(9) of the Internal Revenue Code); or (vi) any “multiple employer welfare arrangement” (within the meaning of Section 3(40) of ERISA). As of the date hereof, there is no Grasshopper ERISA Affiliate that is not a Grasshopper Entity.

(f) Each Grasshopper Benefit Plan or other arrangement of a Grasshopper Entity that is a “nonqualified deferred compensation plan” within the meaning of Section 409A of the Internal Revenue Code has a plan document that satisfies, in all material respects, the requirements of Section 409A of the Internal Revenue Code and has been operated in all material respects in compliance with the terms of such plan document and the requirements of Section 409A of the Internal Revenue Code, in each case to Grasshopper’s Knowledge such that no Tax is or has been due or payable under Section 409A of the Internal Revenue Code.

(g) Each Grasshopper Benefit Plan that is a health or welfare plan has been amended and administered, in all material respects, in accordance with the requirements of the Patient Protection and Affordable Care Act of 2010. No Grasshopper Entity has any Liability or obligation to provide postretirement health, medical or life insurance benefits to any Grasshopper Entity’s employees or former employees, officers, or directors, or any dependent or beneficiary thereof, except as otherwise required under state or federal benefits continuation Laws. With respect to any Grasshopper Benefit Plan, no Tax under Internal Revenue Code Sections 4980B or 5000 has been incurred and no circumstance exists which would reasonably be expected to give rise to such Tax.

(h) All contributions required to be made by a Grasshopper Entity to any Grasshopper Benefit Plan by applicable Law or by any plan document or other contractual undertaking, and all premiums due or payable by a Grasshopper Entity with respect to insurance policies funding any Grasshopper Benefit Plan, for any period through the date hereof, have been timely made or paid in full.

(i) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in conjunction with any other event) (i) result in, cause the acceleration, vesting, exercisability or delivery of, or increase in the amount or value of, any payment, right or other benefit to any employee, officer, director or other individual service provider of any Grasshopper Entity, or (ii) result in any (A) requirement to fund any benefits or set aside benefits in a trust (including a rabbi trust), (B) limitation on the right of any Grasshopper Entity to amend, merge, terminate or receive a reversion of assets from any Grasshopper Benefit Plan or related trust, or (C) entitlement by any recipient of any payment or benefit to receive a “gross up” payment for any income or other Taxes that might be owed with respect to such payment or benefit. Without limiting the generality of the foregoing, no amount paid or payable (whether in cash, in property, or in the form of benefits) by the Grasshopper Entities pursuant to Grasshopper Benefit Plans in connection with the transactions contemplated hereby (either solely as a result thereof or as a result of such transactions in conjunction with any other event) will be an “excess parachute payment” within the meaning of Section 280G of the Internal Revenue Code. No Grasshopper Benefit Plan provides for, and no Grasshopper Entity has any obligation to provide, any gross up or reimbursement of Taxes, including under Internal Revenue Code Sections 4999 or 409A.

#### **4.18. Material Contracts.**

(a) None of the Grasshopper Entities, nor any of their respective Assets, businesses, or operations, is a party to, or is bound by or subject to any Contract, (i) that is an employment, severance, termination, consulting or retirement Contract, other than any Grasshopper Benefit Plan that is intended to be qualified under Sections 401(a) and 401(k) of the Code; (ii) relating to the borrowing of money by any Grasshopper Entity or the guarantee by any Grasshopper Entity of any such obligation (other than Contracts

evidencing deposit liabilities, purchases of federal funds, fully secured repurchase agreements, advances and loans from the Federal Home Loan Bank, and trade payables, in each case in the Ordinary Course) in excess of \$500,000, including any sale and leaseback transactions, capitalized leases and other similar financing arrangements; (iii) other than any Grasshopper Benefit Plan, not terminable on the part of the Grasshopper Entities on 60 days or less notice without penalty or fee of \$250,000 or more; (iv) prohibiting any Grasshopper Entity from soliciting or hiring any individual for employment, consulting or other services; (v) pursuant to which any of the Grasshopper Entities is a lessor or lessee of any Real Property or any machinery, equipment, furniture, fixtures or other personal property involving in excess of \$100,000 per annum; (vi) which obligates any of the Grasshopper Entities to conduct business with any third party on an exclusive or preferential basis; (vii) which prohibits or materially restricts any Grasshopper Entity (or, following consummation of the transactions contemplated by this Agreement, Enova or any of its Subsidiaries) from (1) engaging in any business activities in any geographic area or line of business or (2) making use of any of its Intellectual Property, Grasshopper Systems or other Assets; (viii) which requires referrals of business, requires any of the Grasshopper Entities to pay any referral fees to any Person, or requires any of the Grasshopper Entities to make available investment opportunities to any Person, each on a priority or exclusive basis (ix) that grants any “most favored nation” right, right of first refusal, right of first offer or similar right (including any exclusivity obligations) with respect to any material Assets, or rights of any Grasshopper Entity; (x) which limits the payment of dividends by any Grasshopper Entity; (xi) pursuant to which any Grasshopper Entity has agreed with any third parties to become a member of, manage or control a joint venture, partnership, limited liability company or other similar entity; (xii) that provides for (A) the disposition of any significant portion of the assets or business of the Grasshopper Entities, (B) the acquisition, directly or indirectly, of a material portion of the assets or business of any other Person (whether by merger, sale of stock or assets or otherwise), or (C) related to any disposition or acquisition that contains continuing representations, covenants, indemnities or other obligations (including “earn out” or other contingent payment obligations) (other than the stock purchase agreements pursuant to which Persons have acquired Equity Rights in Grasshopper previously provided to Enova); (xiii) between any Grasshopper Entity, on the one hand, and (A) any officer or director of any Grasshopper Entity, or (B) to the Knowledge of Grasshopper, any (1) record or beneficial owner of 5% or more of the voting securities of Grasshopper, (2) Affiliate or family member of any such officer, director or record or beneficial owner, or (3) any other Affiliate of Grasshopper, on the other hand, except those of a type available to employees of Grasshopper generally or pursuant to any Grasshopper Benefit Plan; (xiv) containing any standstill or similar agreement pursuant to which any Grasshopper Entity has agreed not to acquire Assets or equity interests of another Person; (xv) with or to a labor union or guild (including any collective bargaining agreement); (xvi) that is a settlement, consent or similar Contract and contains any material continuing obligations of any Grasshopper Entity; or (xvii) that is a consulting Contract or data processing, software programming or licensing Contract involving the payment of more than \$250,000 per annum (other than any such Contracts which are terminable by any Grasshopper Entity on 60 days or less notice without any required payment or other conditions, other than the condition of notice); (xviii) any Contracts, plan, arrangement or other transaction of the type described in Section 4.32 (or any other Contract with any investment banker, broker or finder in connection with the Merger or any other transaction contemplated by this Agreement); or (xix) that provides for payments to be made by any Grasshopper Entity upon a change of control thereof, other than any Grasshopper Benefit Plan. Each Contract of the type described in this Section 4.18(a), whether or not set forth in Grasshopper’s Disclosure Memorandum, is referred to herein as the “Grasshopper Contracts”.

(b) With respect to each Grasshopper Contract and BaaS Contract: (i) such Contract is legal, valid and binding on a Grasshopper Entity and is in full force and effect and is enforceable in accordance with its terms (except as may be limited by the Bankruptcy and Equity Exceptions); (ii) no Grasshopper Entity is in Default thereunder; (iii) no Grasshopper Entity has repudiated or waived any material provision of any such Contract; (iv) no other party to any such Contract is, to the Knowledge of Grasshopper, in

Default or has repudiated or waived any material provision thereunder; and (v) there is not pending or, to the Knowledge of Grasshopper, threatened cancelations of any such Contract.

(c) Grasshopper has made available to Enova true, complete and correct copies of each Grasshopper Contract and BaaS Contract in effect as of the date hereof. All of the indebtedness of any Grasshopper Entity for money borrowed is pre-payable at any time by such Grasshopper Entity without penalty or premium.

(d) Section 4.18(d) of Grasshopper's Disclosure Memorandum sets forth a true and complete list of all the Contracts entered into by Grasshopper Bank with any Person which provides software application programming interfaces or other technology or methods (the "BaaS Vendor") through which the BaaS Vendor markets, supports or makes available services offered by Grasshopper Bank to such Person's or Grasshopper Bank's customers ("BaaS Contracts"). All BaaS Contracts and, to the Knowledge of Grasshopper, all Persons providing services under such BaaS contracts to Grasshopper Bank, comply with applicable Law.

#### **4.19. Agreements with Regulatory Authorities.**

Subject to Section 10.14, no Grasshopper Entity is subject to any cease-and-desist or other order or formal or informal enforcement action issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is a party to any commitment letter, safety and soundness compliance plan, or similar undertaking to, or is subject to any Order or directive by, or has been ordered to pay any civil money penalty by, or has been a recipient of any supervisory letter from, or has adopted any policies, procedures or board resolutions at the request, direction or suggestion of any, Regulatory Authority that currently restricts in any respect the conduct of its business or that in any manner relates to its capital adequacy, liquidity management, its ability to pay dividends, its credit or risk management policies, its management, its business, or Grasshopper Bank's acceptance of brokered deposits (each, whether or not set forth in Grasshopper's Disclosure Memorandum, a "Grasshopper Regulatory Agreement"), nor has any Grasshopper Entity been advised in writing or, to Grasshopper's Knowledge, orally, since January 1, 2022, by any Regulatory Authority that Grasshopper Bank is in troubled condition or that the Regulatory Authority is considering issuing, initiating, ordering, or requesting any such Grasshopper Regulatory Agreement.

#### **4.20. Investment Securities.**

(a) Each Grasshopper Entity has good title in all material respects to all securities and commodities owned by it (except those sold under repurchase agreements, pledged to secure deposits of public funds, borrowings of federal funds or borrowings from the Federal Reserve Banks or Federal Home Loan Banks or held in any fiduciary or agency capacity), free and clear of any Lien, except (i) as set forth in the Grasshopper Financial Statements, and (ii) to the extent such securities or commodities are pledged in the Ordinary Course to secure obligations of a Grasshopper Entity. Such securities are valued on the books of Grasshopper in accordance with GAAP.

(b) Each Grasshopper Entity employs, to the extent applicable, investment, securities, risk management and other policies, practices and procedures that Grasshopper believes are prudent and reasonable in the context of their respective businesses, and each Grasshopper Entity is, and has been since January 1, 2022, in compliance with such policies, practices and procedures in all material respects.

#### **4.21. Derivative Instruments and Transactions.**

All Derivative Transactions whether entered into for the account of any Grasshopper Entity or by any Grasshopper Entity for the account of a customer of any Grasshopper Entity (a) were entered into in the Ordinary Course and in accordance with applicable rules, regulations and policies of all applicable Regulatory Authorities, (b) are legal, valid and binding obligations of the Grasshopper Entity party thereto and, to the Knowledge of Grasshopper, each of the counterparties thereto, and (c) are in full force and effect and enforceable in accordance with their terms, subject to the Bankruptcy and Equity Exceptions. The Grasshopper Entities and, to the Knowledge of Grasshopper, the counterparties to all such Derivative Transactions, have duly performed, in all material respects, their obligations thereunder to the extent that such obligations to perform have accrued. To the Knowledge of Grasshopper, there are no material breaches, violations or Defaults or allegations or assertions of such by any party pursuant to any such Derivative Transactions. The financial position of the Grasshopper Entities on a consolidated basis under or with respect to each such Derivative Transaction has been reflected in the Books and Records of the Grasshopper Entities in accordance with GAAP.

#### **4.22. Legal Proceedings.**

Subject to Section 10.14, there is no, and since January 1, 2022, there has been no, material Litigation instituted or pending, or, to the Knowledge of Grasshopper, threatened against any Grasshopper Entity, or against any current or former director, officer or employee of a Grasshopper Entity in their capacities as such, or against any Asset, interest, or right of any of them, nor are there any material Orders outstanding against any Grasshopper Entity or the Assets of any Grasshopper Entity. Section 4.22(a) of Grasshopper's Disclosure Memorandum sets forth a true, complete and correct list of all Litigation as of the date of this Agreement to which any Grasshopper Entity is a party. Section 4.22(b) of Grasshopper's Disclosure Memorandum sets forth a true, complete and correct list of all Orders to which any Grasshopper Entity is subject.

#### **4.23. Statements True, Complete and Correct.**

(a) None of the information supplied or to be supplied by any Grasshopper Entity or any Affiliate thereof for inclusion (including by incorporation by reference) in the Registration Statement to be filed by Enova with the SEC will, when supplied or when the Registration Statement becomes effective (or when incorporated by reference), be false or misleading with respect to any material fact, or omit to state any material fact necessary to make the statements therein not misleading. The portions of the Registration Statement and the Proxy Statement/Prospectus relating to Grasshopper Entities and other portions within the reasonable control of Grasshopper Entities will comply as to form in all material respects with the requirements of the Exchange Act and the rules and regulations thereunder at the time the Registration Statement becomes effective and at the time the Proxy Statement/Prospectus is filed with the SEC and first mailed.

(b) None of the information supplied or to be supplied by any Grasshopper Entity or any Affiliate thereof for inclusion (including by incorporation by reference) in the Proxy Statement/Prospectus to be mailed to Grasshopper's stockholders in connection with Grasshopper Meeting, or any other documents to be filed by a Grasshopper Entity or any Affiliate thereof with any Regulatory Authority in connection with the transactions contemplated hereby, will, at the respective time such information is supplied and such documents are filed (or when incorporated by reference), or with respect to the Proxy Statement/Prospectus, when first mailed to the stockholders of Grasshopper, be false or misleading with respect to any material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or, in the case of the Proxy Statement/Prospectus or any amendment thereof or supplement thereto, at the time of the Grasshopper

Meeting, be false or misleading with respect to any material fact, or omit to state any material fact necessary to correct any statement in any earlier communication with respect to the solicitation of any proxy for the Grasshopper Meeting.

#### **4.24. State Takeover Statutes and Takeover Provisions.**

No “moratorium,” “fair price,” “affiliate transaction,” “business combination,” “control share acquisition” or similar provision of any state anti-takeover Law (collectively, “Takeover Statutes”) is applicable to this Agreement or the transactions contemplated hereby. Grasshopper does not have any stockholder rights plan, “poison pill” or similar plan or arrangement in effect.

#### **4.25. Opinion of Financial Advisor.**

Grasshopper has received the opinion of Piper Sandler & Co., which, if initially rendered verbally has been or will be confirmed by a written opinion, dated the date of this Agreement, to the effect that, as of such date and subject to the various assumptions, procedures, matters, qualifications and limitations on the scope of review undertaken by Piper Sandler & Co., as set forth therein, the consideration to be paid to the Holders in the Merger is fair, from a financial point of view, to such Holders. Such opinion has not been amended or rescinded.

#### **4.26. Tax and Regulatory Matters.**

No Grasshopper Entity or, to the Knowledge of Grasshopper, any Affiliate thereof has taken or agreed to take any action, and Grasshopper does not have any Knowledge of any agreement, plan or other circumstance, that is reasonably likely to (a) prevent the Merger from qualifying as a “reorganization” within the meaning of Section 368(a) of the Internal Revenue Code or (b) prevent or materially impede or delay receipt of any of the Requisite Regulatory Approvals.

#### **4.27. Loan Matters.**

(a) Section 4.27(a) of Grasshopper’s Disclosure Memorandum sets forth a true, complete and correct list of Loans as of December 5, 2025, including: (i) the borrower, (ii) the maximum credit limit, (iii) the commitment amount, (iv) the maturity date, (v) the outstanding principal balance, (vi) the applicable interest rate, (vii) the accrued and unpaid interest, (viii) the amount such Loan is overadvanced relative to any applicable borrowing base or other sub-limit provided for (if any), as applicable, and (ix) whether the borrower is in Default under any of the applicable Loan Documents, or whether the Loan is (A) on a non-accrual status or (B) classified as a Criticized Loan.

(b) Each Loan currently outstanding (i) is evidenced by notes, agreements or other evidences of indebtedness that are true, complete and what they purport to be, (ii) to the extent secured, has been secured by valid Liens which have been perfected and (iii) is a legal, valid and binding obligation of the obligor named therein, and assuming due authorization, execution and delivery thereof by such obligor or obligors, enforceable in accordance with its terms (except as may be limited by the Bankruptcy and Equity Exceptions). The notes or other credit or security documents with respect to each such outstanding Loan were in compliance in all material respects with all applicable Laws at the time of origination or purchase by a Grasshopper Entity and are true, complete and correct in all material respects. To the Knowledge of Grasshopper, none of the Loans is subject to any material offset or claim of offset and the aggregate loan balances in excess of Grasshopper Bank’s allowance for loan and lease losses are, based on past loan experience and as determined in accordance with applicable accounting and regulatory requirements, collectible in accordance with their terms and all uncollectible loans have been charged off. Grasshopper

Bank has not engaged in fraud or made any material and intentional misrepresentation with respect to any Loan.

(c) Each outstanding Loan (including Loans held for resale to investors) was solicited and originated, and is and has been administered and, where applicable, serviced, and the relevant Loan files are being maintained, in all material respects in accordance with the relevant notes or other credit or security documents, Grasshopper Entities' loan policies, the Grasshopper Entity's written underwriting standards (including Grasshopper's credit policy) (and, in the case of Loans held for resale to investors, the underwriting standards, if any, of the applicable investors), Grasshopper's origination procedures and exceptions processes and with all applicable requirements of Laws.

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

(e) (i) Section 4.27(e) of Grasshopper's Disclosure Memorandum sets forth a true, complete and correct list of all Loans as of December 5, 2025, by Grasshopper to any directors, executive officers and principal stockholders (as such terms are defined in Regulation O of the Federal Reserve Board (12 C.F.R. Part 215) ("Regulation O")) of any Grasshopper Entity, (ii) there are no employee, officer, director, principal stockholder or other affiliate Loans on which the borrower is paying a rate other than that reflected in the note or other relevant credit or security agreement or on which the borrower is paying a rate which was not in compliance with Regulation O, and (iii) all such Loans are and were originated in compliance in all material respects with all applicable Laws.

(f) Section 4.27(f) of Grasshopper's Disclosure Memorandum sets forth a true, complete and correct list of all Loans as of December 5, 2025 (i) as to which any Grasshopper Entity has waived its right to collect interest or (ii) providing for an interest rate that is not consistent with Grasshopper's written policies for Loan pricing in effect as of the date of this Agreement.

(g) Subject to Section 10.14, no Grasshopper Entity is now, nor has it ever been since January 1, 2022, subject to any material fine, suspension, settlement or other Contract or other administrative agreement or sanction by, or any reduction in any loan purchase commitment from, any Regulatory Authority relating to the origination, sale or servicing of mortgage or consumer Loans.

(h) Since January 1, 2022, all Mortgage Loans have been originated, processed, underwritten, closed, funded, insured, sold or acquired, serviced and subserviced (including all loan application, loss mitigation, loan modification, foreclosure and real property administration activities), and all disclosures required by applicable Law made by Grasshopper or any of its Subsidiaries in connection with the Mortgage Loans have been provided to the borrowers thereof, in each case, in accordance with all applicable Law in all material respects. No Mortgage Loans were originated by any person other than Grasshopper or one of its Subsidiaries. No fraud or material error, omission, misrepresentation, mistake or similar occurrence has occurred on the part of Grasshopper or its Subsidiaries, or to the Knowledge of Grasshopper, any third-party servicer in connection with the origination or servicing of any Mortgage Loans. Neither Grasshopper

nor any of its Subsidiaries has any obligation or potential obligation to repurchase or reacquire from any person any Mortgage Loan or any collateral securing any Mortgage Loan, whether by Contract or otherwise.

#### **4.28. Deposits**

(a) Section 4.28(a) of Grasshopper’s Disclosure Memorandum sets forth a true, complete and correct list of all deposits held by Grasshopper Bank as of December 5, 2025. All of the deposits held by Grasshopper Bank (including the records and documentation pertaining to such deposits) have been established and are held in compliance with (a) all applicable policies, practices and procedures of Grasshopper Bank and (b) all applicable Laws, including Money Laundering Laws and anti-terrorism or embargoed Persons requirements. All deposit account applications have been solicited, taken and evaluated and applicants notified in a manner that complied with all applicable Laws. All deposit accounts have been maintained and serviced by Grasshopper or its Affiliates in accordance with the deposit account agreements and Grasshopper’s applicable policies, practices and procedures. The terms and conditions of each deposit account comply with the applicable deposit account agreement to which they relate. All of the deposits held by Grasshopper Bank are insured to the maximum limit set by the FDIC, and the FDIC premium and all assessments have been fully paid, and no proceedings for the termination or revocation of such insurance are pending, or, to the Knowledge of Grasshopper, threatened.

(b) Grasshopper Bank maintains policies setting forth deposit concentration limits that comply with applicable Law, and Grasshopper Bank is, and has been since January 1, 2022, in compliance with such policies and limits in all material respects.

(c) No deposit of Grasshopper Bank is a “brokered” deposit (as such term is defined in 12 C.F.R. § 337.6(a)(2)) or is subject to any Order, encumbrance, legal restraint or other legal process (other than garnishments, pledges, set off rights, escrow limitations and similar actions taken in the ordinary course of business).

#### **4.29. Allowance for Credit Losses.**

The allowance for credit losses (“ACL”) reflected in the Grasshopper Financial Statements was, as of the date of each of the Grasshopper Financial Statements, in compliance with Grasshopper’s existing methodology for determining the adequacy of the ACL and in compliance with the standards established by the applicable Regulatory Authority, the Financial Accounting Standards Board and GAAP, and, as reasonably determined by management under the circumstances, was adequate.

#### **4.30. Insurance.**

Grasshopper Entities are insured with reputable insurers against such risks and in such amounts as the management of Grasshopper reasonably has determined to be prudent and consistent with industry practice. Section 4.30 of Grasshopper’s Disclosure Memorandum contains a true, complete and correct list and a brief description (including the name of the insurer, agent, coverage and the expiration date) of all insurance policies in force on the date hereof with respect to the business and Assets of each Grasshopper Entity, and true, complete and correct copies of such policies have been provided to Enova prior to the date hereof. The Grasshopper Entities are in material compliance with their insurance policies and are not in Default under any of the material terms thereof. There is no material claim by any Grasshopper Entity against any such policy. Each such policy is outstanding and in full force and effect and, except for policies insuring against potential liabilities of officers, directors and employees of the Grasshopper Entities, Grasshopper or Grasshopper Bank is the sole beneficiary of such policies. All premiums and other payments due under any such policy have been paid, and all claims thereunder have been filed in due and

timely fashion. No Grasshopper Entity has received any written notice of cancelation or non-renewal of any such policies, nor, to Grasshopper's Knowledge, is the termination of any such policies threatened.

#### **4.31. OFAC; Sanctions.**

In the prior five years (and with respect to trade or economic sanctions since April 24, 2019), no Grasshopper Entity, nor any director or officer or, to the Knowledge of Grasshopper, any other Representative or other Person acting on behalf of any Grasshopper Entity, has, directly or indirectly, taken any action in violation of any Law or executive order relating to export, reexport, transfer or import controls, trade or economic sanctions, or antiboycott, in the United States or any other applicable jurisdiction, including the Arms Export Control Act (22 U.S.C.A. § 2278), the Export Control Reform Act of 2018, the International Traffic in Arms Regulations (22 C.F.R. 120-130), the Export Administration Regulations (15 C.F.R. 730 et seq.), the Office of Foreign Assets Control Regulations (31 C.F.R. Chapter V), the Customs Laws of the United States (19 U.S.C. § 1 et seq.), the U.S. Commerce Department antiboycott regulations (15 C.F.R. Part 560), the U.S. Treasury Department antiboycott requirements (26 U.S.C. § 999), any other export control regulations issued by the agencies listed in Part 730 of the Export Administration Regulations, or any applicable Law outside of the United States of a similar nature. None of the Grasshopper Entities or any of their respective Representatives is a Sanctioned Person. For purposes of this Agreement, "Sanctioned Person" means any Person that is the target of economic or financial sanctions or trade embargoes imposed, administered, or enforced by any relevant Regulatory Authority (to the extent consistent with the Laws of the United States), including those administered by the U.S. government through the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC") or the U.S. Department of State, including (i) any Person listed on the OFAC sanctions lists (including the OFAC List of Specially Designated Nationals and Blocked Persons) or any other list of designated or blocked Persons maintained by a U.S. or non-U.S. Regulatory Authority, (ii) any Person organized under the Laws of, part of the government of, or resident in a country or territory subject to comprehensive sanctions (currently Iran, Cuba, North Korea, and the Crimea, Luhansk People's Republic, and Donetsk People's Republic regions of Ukraine) or part of the Government of Venezuela, and (iii) any Person 50% or more owned or controlled by any such Person or Persons or acting for or on behalf of such Person or Persons, or that is otherwise the target of asset-blocking sanctions maintained by OFAC or other U.S. or non-U.S. Regulatory Authority.

#### **4.32. Brokers and Finders.**

Except for Piper Sandler & Co., neither Grasshopper nor any of its officers, directors, employees, or Affiliates has employed any broker or finder or incurred any Liability for any financial advisory fees, investment bankers' fees, brokerage fees, commissions, or finders' fees in connection with this Agreement or the transactions contemplated hereby.

#### **4.33. Transactions with Affiliates and Insiders.**

There are no Contracts, plans, arrangements or other transactions, including extensions of credit, between any Grasshopper Entity, on the one hand, and (a) any officer, director or record or beneficial owner of 5% or more of the voting securities of any Grasshopper Entity, (b) to Grasshopper's Knowledge, any (i) record or beneficial owner of 5% or more of the voting securities of Grasshopper or (ii) Affiliate or family member of any such officer, director or record or beneficial owner, or (c) any other Affiliate of any Grasshopper Entity, except those, in each case clauses (a) – (c), of a type available to employees of the Grasshopper Entities generally and, in the case of Grasshopper Bank, that are in compliance with Regulation O and Regulation W.

**4.34. Investment Adviser Subsidiary.**

No Grasshopper Entity provides investment management, investment advisory or sub-advisory services to any Person (including management and advice provided to separate accounts and participation in wrap fee programs) and that is required to register with the SEC as an investment adviser under the Investment Advisers Act of 1940.

**4.35. No Broker-Dealer Subsidiary.**

No Grasshopper Entity is a broker-dealer required to be registered under the Exchange Act with the SEC.

**4.36. No Insurance Subsidiary.**

No Grasshopper Entity conducts insurance operations that require a license from any national, state or local governmental authority or Regulatory Authority under any applicable Law.

**4.37. Indemnification.**

No present or former director, officer, employee or agent of any Grasshopper Entity has any claim for indemnification from any Grasshopper Entity. To Grasshopper's Knowledge, no action or failure to take action by any present or former director, officer, employee or agent of any Grasshopper Entity or other event has occurred, or has been alleged to have occurred, which occurrence or allegation would give rise to any claim by any such present or former director, officer, employee or agent for indemnification from any Grasshopper Entity.

**4.38. Completeness of Representations and Warranties.**

(a) Except for the representations and warranties in this ARTICLE 4, Grasshopper does not make any express or implied representation or warranty with respect to the Grasshopper Entities, or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and Grasshopper hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, and except for the representations and warranties made by Grasshopper in this ARTICLE 4, Grasshopper does not make and has not made any representation to Enova or any of Enova's Affiliates or Representatives with respect to any oral or written information presented to Enova or any of Enova's Affiliates or Representatives in the course of their due diligence investigation of Grasshopper (including any financial projections or forecasts), the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) Grasshopper acknowledges and agrees that Enova has not made and is not making any express or implied representation or warranty other than those contained in ARTICLE 5.

**ARTICLE 5  
REPRESENTATIONS AND WARRANTIES OF ENOVA**

Except as Previously Disclosed, Enova hereby represents and warrants to Grasshopper as follows:

## 5.1. Organization, Standing, and Power.

Enova is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Delaware, is authorized under the Laws of the State of Delaware, to engage in its business as currently conducted and otherwise has the corporate power and authority to own, lease and operate all of its Assets and to conduct its business in the manner in which its business is now being conducted. Enova is duly qualified or licensed to transact business as a foreign corporation in good standing in each jurisdiction in which its ownership or lease of its Assets or conduct of its business requires such qualification or licensure, except where failure to be so qualified or licensed has not had or would not reasonably be expected to have a Material Adverse Effect on Enova. True, complete and correct copies of the certificate of incorporation and the bylaws of Enova, each as in effect as of the date of this Agreement, have been delivered or made available to Grasshopper. The certificate of incorporation and bylaws of Enova comply with applicable Law.

## 5.2. Authority of Enova; No Breach by Agreement.

(a) Authority. Enova has the corporate power and authority necessary to execute, deliver, and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein, including the Mergers, have been duly and validly authorized and approved by all necessary corporate action in respect thereof on the part of Enova (including, approval by, and a determination by the board of directors of Enova that this Agreement and the Subsidiary Plan of Merger are advisable and in the best interests of Enova's stockholders). This Agreement has been duly executed and delivered by Enova. Subject to the Grasshopper Stockholder Approval, and assuming the due authorization, execution and delivery by Grasshopper, this Agreement represents a legal, valid, and binding obligation of Enova, enforceable against Enova in accordance with its terms (except in all cases as such enforceability may be limited by the Bankruptcy and Equity Exceptions). No corporate proceedings or approvals are necessary on the part of Enova's stockholders to approve this Agreement and the Merger.

(b) No Conflicts. Neither the execution, delivery or performance of this Agreement by Enova, nor the consummation by Enova of the transactions contemplated hereby, nor compliance by Enova with any of the provisions hereof, will (i) conflict with or result in a breach of any provision of Enova's certificate of incorporation, bylaws or other governing instruments, or the articles of association, bylaws or other governing instruments of any Enova Entity or any resolution adopted by the board of directors or the equityholders of any Enova Entity, or (ii) subject to receipt of the Requisite Regulatory Approvals, (A) violate any Law or Order applicable to any Enova Entity or any of their respective Assets, or (B) constitute or result in (x) a Default or (y) the loss of any benefit under, or result in the creation of any Lien upon any of the respective Assets of any Enova Entity under, any of the terms, conditions or provisions of any Contract or Permit of any Enova Entity or under which any of their respective Assets may be bound, except in the case of clause (B) above where such Defaults, losses or Liens have not had or would not reasonably be expected to have a Material Adverse Effect on Enova.

(c) Consents or Approvals. Other than in connection or compliance with the provisions of the Securities Laws, applicable state securities Laws, the rules of NYSE, the DGCL, the BHC Act, the Bank Merger Act, the Riegle-Neal Interstate Banking and Branching Efficiency Act, the National Bank Act, and the Requisite Regulatory Approvals, no notice to, application, registration, permit, expiration of waiting period, or filing with, or Consent of, any Regulatory Authority or any third party is necessary for Enova's execution, delivery or performance of this Agreement and the Subsidiary Plan of Merger, Enova Interim Bank's execution, delivery or performance of the Subsidiary Plan of Merger, and the consummation by Enova or Enova Interim Bank, as applicable, of the Mergers and other transactions contemplated in this

Agreement. As of the date hereof, Enova has no Knowledge of any reason why the Requisite Regulatory Approvals will not be received in order to permit consummation of the Mergers on a timely basis.

### **5.3. Capitalization of Enova.**

(a) Ownership. The authorized capital stock of Enova consists of (i) 250,000,000 shares of Enova Common Stock, \$0.00001 par value per share and (ii) 25,000,000 shares of preferred stock, \$0.00001 par value per share. As of the close of business on October 31, 2025, (i) 24,777,389 shares of Enova Common Stock were issued and outstanding, (ii) 22,570,588 shares of Enova Common Stock were held by Enova in its treasury, (iii) 939,720 shares of Enova Common Stock were granted in respect of outstanding Enova Restricted Stock Awards, (iv) 1,679,589 shares of Enova Common Stock issuable upon the exercise of outstanding Enova Stock Options, and (v) no shares of Enova preferred stock were issued and outstanding or held by Enova in its treasury.

(b) Other Rights or Obligations. All of the issued and outstanding shares of capital stock of Enova are duly authorized and validly issued and outstanding, are fully paid and nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof, and have been issued or granted, as applicable, in material compliance with all applicable Laws and Contracts to which Enova is a party or bound. None of the outstanding shares of capital stock of Enova has been issued in violation of or subject to any preemptive rights, transfer restrictions, other rights to subscribe for or purchase securities or other similar rights of any Person.

(c) Outstanding Equity Rights. Other than the Equity Rights of Enova, issued prior to the date of this Agreement and set forth in Section 5.3(a), as of the date hereof there are no existing Equity Rights with respect to the securities of Enova.

### **5.4. Enova Subsidiaries.**

Enova owns all of the issued and outstanding shares of capital stock (and other equity interests) of the Enova Subsidiaries free and clear of any Lien (other than any restriction on the right to sell or otherwise dispose of such capital stock under applicable Securities Laws).

### **5.5. Regulatory Reports.**

(a) Since January 1, 2022, Enova has filed on a timely basis, all forms, filings, registrations, submissions, statements, certifications, returns, information, data, reports and documents required to be filed or furnished by it with any Regulatory Authority, and has paid all material fees and assessments due and payable in connection therewith, except where the failure to timely make such filings has not had and would not reasonably be expected to have, either individually or in the aggregate, a material impact on the operation or financial condition of Enova. All such forms, filings, registrations, submissions, statements, certifications, returns, information, data, reports, and documents, and any that will be filed subsequent to the date of this Agreement and prior to Closing, were or will be true, complete and correct in all material respects and in compliance in all material respects with the requirements of any applicable Law and the rules and regulations of the applicable Regulatory Authority. Subject to Section 10.14, to Enova's Knowledge, no such forms, filings, registrations, submissions, statements, certifications, returns, information, data, reports or documents are the subject of ongoing review, comment or investigation by any Regulatory Authority. Since January 1, 2022 and subject to Section 10.14, to Enova's Knowledge, there (i) is no unresolved violation, criticism, or exception by any Regulatory Authority with respect to any form, filing, registration, submission, statement, certification, return, information, data, report or document relating to any examinations, inspections or investigations of any Enova Entity, and (ii) has been no formal or informal inquiries by, or disagreements or disputes with, any Regulatory Authority with respect to the

business, operations, policies or procedures, or compliance with applicable Law of any Enova Entity. Subject to Section 10.14 and except for normal examinations conducted by a Regulatory Authority in the Ordinary Course, to the Knowledge of Enova no Regulatory Authority has initiated or has pending any proceeding or investigation into the business, operations, policies or procedures, or compliance with applicable Law of Enova since January 1, 2022, except where the such proceeding or investigation has not had and would not reasonably be expected to have, either individually or in the aggregate, a material impact on the operation or financial condition of Enova.

(b) Enova is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the NYSE. A true, complete and correct copy of each final registration statement, prospectus, report, schedule and definitive proxy statement filed with or furnished to the SEC by any Enova Entity pursuant to the Securities Act or the Exchange Act, as the case may be, since January 1, 2022 (the “Enova SEC Reports”) is publicly available. No such Enova SEC Report, at the time filed, furnished or communicated (and, in the case of registration statements, prospectuses and proxy statements, on the dates of effectiveness, dates of first sale of securities and the dates of the relevant meetings, respectively), contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they were made, not misleading, except that information filed or furnished as of a later date (but before the date of this Agreement) shall be deemed to modify information as of an earlier date. As of their respective dates, all Enova SEC Reports filed or furnished under the Securities Act and the Exchange Act complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto. As of the date of this Agreement, no executive officer of Enova has failed in any respect to make the certifications required of him or her under Sections 302 or 906 of the Sarbanes-Oxley Act. As of the date of this Agreement, there are no outstanding comments from or material unresolved issues raised by the SEC with respect to any of the Enova SEC Reports.

## **5.6. Financial Matters.**

(a) Financial Statements. The Enova Financial Statements included or incorporated by reference in the Enova SEC Reports (i) are true, complete and correct in all material respects, and have been prepared from, and are in accordance with, the Books and Records of the Enova Entities, (ii) have been prepared in accordance with GAAP, regulatory accounting principles and the applicable accounting requirements and with the published rules and regulations of the SEC, in each case, consistently applied except as may be otherwise indicated in the notes thereto and except with respect to the interim financial statements for the omission of footnotes, and (iii) fairly present in all material respects the consolidated balance sheet of the Enova Entities as of the respective dates set forth therein and the consolidated statements of income, comprehensive income, stockholders’ equity, and cash flows of the Enova Entities for the respective periods set forth therein, subject in the case of the interim Enova Financial Statements to year-end adjustments. The consolidated Enova Financial Statements to be prepared after the date of this Agreement and prior to the Closing (A) will be true, complete and correct in all material respects, and will be prepared from, and will be in accordance with, the Books and Records of the Enova Entities, (B) will have been prepared in accordance with GAAP, regulatory accounting principles and the applicable accounting requirements and with the published rules and regulations of the SEC, in each case, consistently applied except as may be otherwise indicated in the notes thereto and except with respect to unaudited financial statements for the omission of footnotes, and (C) will fairly present in all material respects the consolidated balance sheet of Enova as of the respective dates set forth therein and the statements of income, comprehensive income, stockholders’ equity, and cash flows of Enova for the respective periods set forth therein, subject in the case of unaudited financial statements to year-end adjustments.

(b) Systems and Processes. Enova has in place sufficient systems and processes that are customary for a financial services company of the size of Enova and that are designed to (i) provide

reasonable assurances regarding the reliability of financial reporting and the preparation of the Enova Financial Statements in accordance with GAAP, and (ii) in a timely manner accumulate and communicate to Enova's principal executive officer and principal financial officer the type of information that would be required to be disclosed in Enova Financial Statements or any forms, filings, registrations, submissions, statements, certifications, returns, information, data, reports or documents required to be filed or provided to any Regulatory Authority. Since January 1, 2022, neither Enova nor, to Enova's Knowledge, any Representative of any Enova Entity has received or otherwise had or obtained knowledge of any complaint, allegation, assertion or claim, whether written or oral, regarding the adequacy of such systems and processes or the accuracy or integrity of Enova Financial Statements or the accounting or auditing practices, procedures, methodologies or methods (including with respect to loan loss reserves, write-downs, charge-offs and accruals) of any Enova Entity or their respective internal accounting controls, including any complaint, allegation, assertion or claim that any Enova Entity has engaged in questionable accounting or auditing practices. No attorney representing any Enova Entity, whether or not employed by any Enova Entity, has reported evidence of a material violation of Securities Laws, breach of fiduciary duty or similar violation by any Enova Entity or any of its officers, directors or employees to the board of directors or any committee thereof, or to any director or officer of any Enova Entity. To Enova's Knowledge, there has been no instance of fraud by any Enova Entity, whether or not material that occurred during any period covered by the Enova Financial Statements.

(c) Records. Enova (i) has implemented, and maintains, disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) designed to ensure that material information relating to the Enova Entities is made known to the individuals responsible for the preparation of the Enova SEC Reports, and (ii) has disclosed, based on its most recent evaluation prior to the date hereof, to Enova's outside auditors and the audit committee of the board of directors of Enova (A) any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting (as defined in Rules 13a-15(f) and 13d-15(f) of the Exchange Act) that would be reasonably likely to adversely affect Enova's ability to record, process, summarize and report financial information, and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in Enova's internal controls over financial reporting.

(d) Auditor Independence. The independent registered public accounting firm engaged to express its opinion with respect to the Enova Financial Statements included in the Enova SEC Reports is, and has been throughout the periods covered thereby, "independent" within the meaning of Rule 2-01 of Regulation S-X. As of the date hereof, the external auditor for Enova has not resigned or been dismissed as a result of or in connection with any disagreements with Enova on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

#### **5.7. Absence of Undisclosed Liabilities.**

No Enova Entity has incurred any Liability, except for Liabilities (a) incurred in the Ordinary Course since December 31, 2024 (none of which would reasonably be expected to, individually or in the aggregate, be material to Enova), (b) incurred in connection with this Agreement and the transactions contemplated hereby, or (c) that are accrued or reserved against in the consolidated balance sheet of Enova as of December 31, 2024 included in the Enova Financial Statements at and for the period ending December 31, 2024.

#### **5.8. Absence of Certain Changes or Events.**

Since December 31, 2024, there has not been a Material Adverse Effect on Enova.

## **5.9. Tax Matters.**

(a) All Enova Entities have timely filed with the appropriate Taxing authorities all Tax Returns in all jurisdictions in which such Tax Returns are required to be filed, and such Tax Returns are correct and complete in all material respects. None of the Enova Entities is the beneficiary of any extension of time within which to file any Tax Return (other than any extensions to file Tax Returns automatically granted). All Taxes of the Enova Entities (whether or not shown on any Tax Return) that are due have been fully and timely paid. There are no Liens for any material amount of Taxes (other than a Lien for Taxes not yet due and payable) on any of the Assets of any of the Enova Entities. No claim has been made in the last six years in writing by an authority in a jurisdiction where any Enova Entity does not file a Tax Return that such Enova Entity may be subject to Taxes by that jurisdiction that remains unresolved.

(b) None of the Enova Entities has received any written notice of assessment or proposed assessment in connection with any material amount of Taxes, and there are no threatened in writing or pending disputes, claims, audits or examinations regarding any Taxes or Tax Returns of any Enova Entity or the Assets of any Enova Entity which have not been paid, settled, or withdrawn or for which adequate reserves have not been established. None of the Enova Entities has waived or agreed to an extension of any statute of limitations in respect of any Taxes and no such waiver or extension has been requested.

(c) Each Enova Entity has complied in all material respects with all applicable Laws relating to the withholding of Taxes and the payment thereof to appropriate authorities, including Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee or independent contractor, and Taxes required to be withheld and paid pursuant to Sections 1441 and 1442 of the Internal Revenue Code or similar provisions under foreign Law. Each Enova Entity has complied with all record keeping and information reporting obligations under applicable Law in connection therewith.

(d) None of the Enova Entities has been a United States real property holding corporation (as defined in Section 897(c)(2) of the Internal Revenue Code) during the applicable period specified in Section 897(c)(1)(A) of the Internal Revenue Code.

(e) The prices for any property or services (or for the use of any property) provided by or to Enova Entities are arm's-length prices for purposes of all applicable transfer pricing Laws, including Section 482 of the Internal Revenue Code and any similar provision of state, local or foreign applicable Law. All transactions and other dealings between Enova Entities and a third party have been (and can be demonstrated to have been) conducted on arm's-length commercial terms.

(f) For purposes of this Section 5.9 all representations and warranties made with respect to a Enova Entity are made with respect to any predecessor of the Enova Entity or the applicable Subsidiary of the Enova Entity.

## **5.10. Compliance with Laws.**

(a) Each Enova Entity has, and since January 1, 2022, has had, in effect all Permits necessary for it to lawfully own, lease, or operate its material Assets and to carry on its business as now or then conducted (and have paid all fees and assessments due and payable in connection therewith), except where neither the cost of failure to hold nor the cost of obtaining and holding such Permit would reasonably be expected to have a material impact on Enova. Since January 1, 2022, Enova has not taken any steps to withdraw any material Permits and will take no steps to withdraw any material Permits prior to Closing, other than in the Ordinary Course. Since January 1, 2022, there has occurred no material Default under any such Permit and to the Knowledge of Enova no suspension, revocation, conditioning or cancelation of any such Permit is threatened.

(b) None of the Enova Entities:

(i) is in Default under any of the provisions of its certificate of incorporation or bylaws (or other governing instruments);

(ii) is in material Default under any Laws or Orders applicable to its business or employees conducting its business, including all Laws applicable to agreements with, and disclosures and communications to, consumers or customers;

(iii) subject to Section 10.14, has since January 1, 2022 received any notification or communication from any agency or department of federal, state, or local government or any Regulatory Authority or the staff thereof asserting that any Enova Entity is not in compliance with any Laws, Orders, or Permits; or

(iv) has been charged with, pleaded guilty to or been convicted of a criminal offense under any Law.

(c) Each Enova Entity is, and has been, in compliance in all material respects with all applicable Laws, Consents, Permits, Orders, or conditions imposed in writing by a Regulatory Authority, to which it or its Assets may be subject.

(d) Since January 1, 2022, each director and officer, and, to Enova's Knowledge, each Independent Contractor, stockholder, manager, and employee of the Enova Entities that has been engaged at any time in the development, use, or operation of the Enova Entities and their respective Assets, is and has been in compliance in all material respects with all applicable Laws relating to the development, use, or operation of the Enova Entities and their respective Assets. No proceeding or notice has been filed, given, commenced or, to the Knowledge of Enova, threatened against any of the Enova Entities or any of their respective directors or officers, or, to Enova's Knowledge, their respective members, Affiliates, managers, employees or Independent Contractors alleging any failure to so comply with all material applicable Laws.

#### **5.11. Legal Proceedings.**

Subject to Section 10.14, there is no, and since January 1, 2022, there has been no, material Litigation instituted or pending, or, to the Knowledge of Enova, threatened against any Enova Entity, or against any current or former director, officer or employee of a Enova Entity in their capacities as such or against any Asset, interest, or right of any of them, nor are there any material Orders outstanding against any Enova Entity or the Assets of any Enova Entity.

#### **5.12. Statements True, Complete and Correct.**

(a) None of the information supplied or to be supplied by any Enova Entity or any Affiliate thereof for inclusion (including by incorporation by reference) in the Registration Statement to be filed by Enova with the SEC will, when supplied or when the Registration Statement becomes effective (or when incorporated by reference), be false or misleading with respect to any material fact, or omit to state any material fact necessary to make the statements therein not misleading. The portions of the Registration Statement and the Proxy Statement/Prospectus relating to Enova Entities and other portions within the reasonable control of Enova Entities will comply as to form in all material respects with the requirements of the Exchange Act and the rules and regulations thereunder at the time the Registration Statement becomes effective and at the time the Proxy Statement/Prospectus is filed with the SEC and first mailed.

(b) None of the information supplied or to be supplied by any Enova Entity or any Affiliate thereof for inclusion (including by incorporation by reference) in the Proxy Statement/Prospectus to be mailed to Grasshopper's stockholders in connection with Grasshopper Meeting, or any other documents to be filed by a Enova Entity or any Affiliate thereof with any Regulatory Authority in connection with the transactions contemplated hereby, will, at the respective time such information is supplied and such documents are filed (or when incorporated by reference) or, with respect to the Proxy Statement/Prospectus, when first mailed to the stockholders of Grasshopper, be false or misleading with respect to any material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or, in the case of the Proxy Statement/Prospectus or any amendment thereof or supplement thereto, at the time of the Grasshopper Meeting, be false or misleading with respect to any material fact, or omit to state any material fact necessary to correct any statement in any earlier communication with respect to the solicitation of any proxy for the Grasshopper Meeting.

#### **5.13. State Takeover Statutes and Takeover Provisions.**

No Takeover Statute is applicable to this Agreement or the transactions contemplated hereby.

#### **5.14. Tax and Regulatory Matters.**

No Enova Entity or, to the Knowledge of Enova, any Affiliate thereof has taken or agreed to take any action, and Enova does not have any Knowledge of any agreement, plan or other circumstance, that is reasonably likely to (a) prevent the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code, or (b) prevent or materially impede or delay receipt of any of the Requisite Regulatory Approvals.

#### **5.15. Agreements with Regulatory Authorities.**

Subject to Section 10.14, no Enova Entity is subject to any cease-and-desist or other order or formal or informal enforcement action issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is a party to any commitment letter, safety and soundness compliance plan, or similar undertaking to, or is subject to any Order or directive by, or has been ordered to pay any civil money penalty by, or has been a recipient of any supervisory letter from, or has adopted any policies, procedures or board resolutions at the request, direction or suggestion of any, Regulatory Authority that currently restricts in any material respect the conduct of its business or that in any manner relates to its capital adequacy, liquidity management, its ability to pay dividends, its credit or risk management policies, its management, or its business, (each, whether or not set forth in Enova's Disclosure Memorandum, a "Enova Regulatory Agreement"), nor has any Enova Entity been advised in writing or, to Enova's Knowledge, orally, since January 1, 2022, by any Regulatory Authority that the Regulatory Authority is considering issuing, initiating, ordering, or requesting any such Enova Regulatory Agreement or an investigation or inquiry into the business, operations, policies or procedures, practices, disclosures or compliance with applicable Law of Enova or any of its Subsidiaries (other than normal examinations conducted by a Regulatory Authority in the Ordinary Course).

#### **5.16. OFAC; Sanctions.**

In the prior five years (and with respect to trade or economic sanctions since April 24, 2019), no Enova Entity, nor any director or officer or, to the Knowledge of Enova, any other Representative or other Person acting on behalf of any Enova Entity, has, directly or indirectly, taken any action in violation of any Law or executive order relating to export, reexport, transfer or import controls, trade or economic sanctions, or antiboycott, in the United States or any other applicable jurisdiction, including the Arms Export Control Act (22 U.S.C.A. § 2278), the Export Control Reform Act of 2018, the International Traffic in Arms

Regulations (22 C.F.R. 120-130), the Export Administration Regulations (15 C.F.R. 730 et seq.), the Office of Foreign Assets Control Regulations (31 C.F.R. Chapter V), the Customs Laws of the United States (19 U.S.C. § 1 et seq.), the U.S. Commerce Department antiboycott regulations (15 C.F.R. Part 560), the U.S. Treasury Department antiboycott requirements (26 U.S.C. § 999), any other export control regulations issued by the agencies listed in Part 730 of the Export Administration Regulations, or any applicable Law outside of the United States of a similar nature. None of the Enova Entities or any of their respective Representatives is a Sanctioned Person.

#### **5.17. Brokers and Finders.**

Except for Keefe, Bruyette & Woods, Inc., neither Enova nor any of its officers, directors, employees, or Affiliates has employed any broker or finder or incurred any Liability for any financial advisory fees, investment bankers' fees, brokerage fees, commissions, or finders' fees in connection with this Agreement or the transactions contemplated hereby.

#### **5.18. Available Funds.**

As of immediately prior to the Effective Time, Enova will have available to it funds necessary to consummate the Merger and the transactions contemplated hereby and required for the satisfaction of all of Enova's obligations under this Agreement, including payment of the aggregate Cash Consideration, as required by ARTICLE 2.

#### **5.19. Data Privacy and Security.**

(a) The Enova Entities have taken commercially reasonable steps and implemented commercially reasonable safeguards designed to protect (i) the computer, information technology and data processing systems, facilities and services used by the Enova Entities, including all software, hardware, networks, communications facilities, platforms and related systems and services (collectively, the "Enova Systems") and (ii) all Personal Data in their possession or control from unauthorized access and keep the Enova Systems free from any disabling codes or instructions, spyware, Trojan horses, worms, viruses or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, software, data or other materials.

(b) Each Enova Entity has complied in all material respects with all applicable Privacy Laws and with all of their respective published privacy and data security policies. To Enova's Knowledge, there are no asserted or threatened material claims, notices or complaints against any Enova Entity (whether by a Regulatory Authority or any other party) relating to a Enova Entity's collection, maintenance, use, disclosure, transfer, protection, storage, retention, deletion or other processing of Personal Data. Enova does not have any Knowledge that any Enova Entity, or any third party acting on a Enova Entity's behalf, has experienced any material security breach, unauthorized access, or other instance of compromised, lost, damaged, modified or misused Personal Data or other confidential information.

#### **5.20. Completeness of Representations and Warranties.**

(a) Except for the representations and warranties in this ARTICLE 5, Enova does not make any express or implied representation or warranty with respect to the Enova Entities, or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and Enova hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, and except for the representations and warranties made by Enova in this ARTICLE 5, Enova does not make and has not made any representation to Grasshopper or any of Grasshopper's Affiliates or Representatives with respect to any oral or written information presented to Grasshopper or any of

Grasshopper's Affiliates or Representatives in the course of their due diligence investigation of Enova (including any financial projections or forecasts), the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) Enova acknowledges and agrees that Grasshopper has not made and is not making any express or implied representation or warranty other than those contained in ARTICLE 4.

## **ARTICLE 6 CONDUCT OF BUSINESS PENDING CONSUMMATION**

### **6.1. Affirmative Covenants of Grasshopper.**

From the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement, unless the prior written consent of Enova shall have been obtained (such consent not to be unreasonably withheld, conditioned or delayed), and, except as required by Law, as otherwise expressly contemplated herein or as set forth in Section 6.1 of Grasshopper's Disclosure Memorandum, Grasshopper shall, and shall cause Grasshopper Bank to, (a) operate its business only in the Ordinary Course, and (b) use its reasonable best efforts to preserve intact its business (including its organization, Assets, goodwill and insurance coverage), and maintain its rights, Permits, franchises, business relationships with customers, vendors, strategic partners, suppliers, distributors and others doing business with it, and the services of its officers and Key Employees.

### **6.2. Negative Covenants of Grasshopper.**

From the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement, unless the prior written consent of Enova shall have been obtained (such consent not to be unreasonably withheld, conditioned or delayed), and, except as required by Law, as otherwise expressly contemplated herein, or as set forth in Section 6.2 of Grasshopper's Disclosure Memorandum, Grasshopper covenants and agrees that it will not do, or permit Grasshopper Bank to do, any of the following:

(a) amend or waive the certificate of incorporation, articles of association, or bylaws or other comparable governing instruments of any Grasshopper Entity;

(b) incur, assume, guarantee, endorse or otherwise as an accommodation become responsible for any additional debt obligation or other obligation for borrowed money (other than indebtedness of Grasshopper to Grasshopper Bank or of Grasshopper Bank to Grasshopper, or the creation of deposit liabilities, purchases of federal funds, borrowings from any Federal Home Loan Bank or sales of certificates of deposits, in each case incurred in the Ordinary Course);

(c) (i) repurchase, redeem, or otherwise acquire or exchange, directly or indirectly, any shares, or any securities convertible into or exchangeable or exercisable for any shares, of the capital stock of any Grasshopper Entity (other than in connection with the vesting or settlement of Equity Rights of Grasshopper, or in connection with the termination of employment or service of a holder of Equity Rights, in each case, in the Ordinary Course and in accordance with the terms of the applicable award agreements in effect on the date hereof and subject to Section 6.2(h)), or (ii) make, declare, pay or set aside for payment any dividend or set any record date for or declare or make any other distribution in respect of Grasshopper's capital stock or other equity interests;

(d) issue, grant, sell, pledge, dispose of, encumber, authorize or propose the issuance of, enter into any Contract to issue, grant, sell, pledge, dispose of, encumber, or authorize or propose the issuance of, or otherwise permit to become outstanding, (i) any additional shares of Grasshopper Common Stock or

any other capital stock of any Grasshopper Entity, or (ii) any Equity Rights with respect to the securities of any Grasshopper Entity, in each case, other than issuances of Grasshopper Common Stock in connection with the exercise of Grasshopper Equity Rights that were outstanding as of the close of business on the date hereof in accordance with the terms in effect on the date hereof; provided that such issuance of Grasshopper Common Stock occur prior to the Determination Date;

(e) adopt or implement any stockholder rights plan or similar arrangement;

(f) directly or indirectly adjust, split, combine or reclassify any capital stock or other equity interest of any Grasshopper Entity or issue or authorize the issuance of any other securities in respect of or in substitution for shares of Grasshopper Common Stock, or sell, transfer, lease, mortgage, permit any Lien, or otherwise dispose of, discontinue or otherwise encumber (i) any shares of capital stock or other equity interests of any Grasshopper Entity (unless any such shares of capital stock or other equity interest are sold or otherwise transferred to one of the Grasshopper Entities), or (ii) any Asset other than pursuant to Contracts in force at the date of the Agreement or sales of investment securities in the Ordinary Course;

(g) (i) purchase any securities or make any acquisition of or investment in (except in the Ordinary Course), either by purchase of stock or other securities or equity interests, contributions to capital, Asset transfers, purchase of any Assets (including any investments or commitments to invest in real estate or any real estate development project) or other business combination, or by formation of any joint venture or other business organization or by contributions to capital (other than by way of foreclosures or acquisitions of control in a fiduciary or similar capacity or in satisfaction of debts previously contracted in good faith, in each case in the Ordinary Course), any Person other than Grasshopper Bank, or otherwise acquire direct or indirect control over any Person, or (ii) enter into a plan of consolidation, merger, share exchange, share acquisition, reorganization, recapitalization or complete or partial liquidation or dissolution, or a letter of intent, memorandum of understanding or agreement in principle with respect thereto;

(h) other than as required pursuant to the terms of a Grasshopper Benefit Plan as of the date hereof, (i) grant any increase in compensation or benefits to the employees or officers of any Grasshopper Entity, except for merit-based or promotion-based increases in annual base salary or wage rate for employees, in the Ordinary Course that do not exceed, in the aggregate six percent of the aggregate cost of all employee annual base salaries and wages in effect as of the date hereof or for annual renewals of Grasshopper Benefit Plans providing health and welfare benefits in the Ordinary Course, (ii) accelerate the vesting of any equity based awards or other compensation, (iii) pay any (A) severance or termination pay or (B) any bonus, in each case other than pursuant to the terms of a Grasshopper Benefit Plan in effect on the date hereof, in the case of clause (A) subject to receipt of a standard release of claims from the employee or officer, and in the case of clause (B) to the extent required under the terms of the Grasshopper Benefit Plan without the exercise of any upward discretion, (iv) enter into, amend, or increase the benefits payable under any severance, change in control, retention, bonus, collective bargaining agreement or similar agreement or arrangement with employees or officers of any Grasshopper Entity, other than establishment of annual bonuses and commissions for the 2026 calendar year in the Ordinary Course, (v) fund any rabbi trust or similar arrangement, (vi) terminate the employment or services of any officer or any employee whose annual base compensation is greater than \$200,000, other than for cause, (vii) hire any officer, employee, independent contractor or consultant (who is a natural person) in the United States who has annual base compensation greater than \$250,000, (viii) implement or announce any employee layoff that would reasonably be expected to implicate the WARN Act, (ix) waive any stock repurchase rights, or grant, accelerate, amend (except to the extent necessary to comply with Section 2.4) or change the period of exercisability or vesting of any Grasshopper Equity Awards, or authorize cash payments in exchange for any Grasshopper Equity Awards, or (x) establish, adopt or enter into any plan, agreement or arrangement,

or otherwise commit to, gross up or indemnify, or otherwise reimburse any Person for any Tax, including under Sections 409A or 4999 of the Code;

(i) enter into, amend or renew any employment between any Grasshopper Entity and any Person requiring payments thereunder in excess of \$250,000 in any 12-month period that the Grasshopper Entity does not have the unconditional right to terminate without Liability (other than Liability for services already rendered), at any time on or after the Effective Time;

(j) except with respect to an existing Grasshopper Benefit Plan that is intended to be tax-qualified and in the opinion of counsel is necessary or advisable to maintain the tax qualified status or with respect to annual renewals of Grasshopper Benefit Plans providing annual bonus or health and welfare benefits in the Ordinary Course, (i) adopt or establish any plan, policy, program or arrangement that would be considered a Grasshopper Benefit Plan if such plan, policy, program or arrangement were in effect as of the date of this Agreement, (ii) amend in any material respect any existing Grasshopper Benefit Plan, or terminate or withdraw from any Grasshopper Benefit Plan, or (iii) make any distributions from such Grasshopper Benefit Plans, except as required or permitted by the terms of such plans as of the date of this Agreement;

(k) except in each case as may be required to conform to changes in Tax Laws, regulatory accounting requirements or GAAP, as applicable, (i) make any change in any accounting principles, practices or methods or systems of internal accounting controls, (ii) make or change any Tax election, Tax accounting method, taxable year or period, (iii) file any amended Tax Return or file claims for material Tax refunds, stop maintaining withholding certificates in respect of any Person required to be maintained under the Internal Revenue Code or the Treasury Regulations, or agree to an extension or waiver of any statute of limitations with respect to the assessment or determination of Taxes, (iv) settle or compromise any Tax Liability of any Grasshopper Entity; (v) enter into any closing agreement with respect to any Tax, or (vi) surrender any right to claim a Tax refund;

(l) write up, write down or write off the book value of any Assets, except in accordance with GAAP;

(m) (i) commence any Litigation other than in the Ordinary Course, or (ii) settle, waive or release or agree or consent to the issuance of any Order in connection with any Litigation (A) involving any Liability of any Grasshopper Entity for money damages in excess of \$100,000 in the aggregate or that would impose any restriction on the operations, business or Assets of any Grasshopper Entity or the Surviving Corporation, or (B) arising out of or relating to the transactions contemplated hereby;

(n) (i) enter into, renew, extend, modify, amend or terminate (A) any Contract involving the payment of more than \$250,000 per annum and with a term of more than 12 months, (B) any Contract not terminable on the part of the Grasshopper Entities on 12 months or less notice without any required payment or other conditions, other than the condition of notice, or (C) any Grasshopper Contract (except for monetary modifications or amendments in the Ordinary Course involving the payment of \$50,000 or less) or any Contract which would be a Grasshopper Contract if it were in existence on the date hereof, or (ii) waive, release, compromise or assign any material rights or claims under any Contract, plan, arrangement or other transaction described in the foregoing clause (i);

(o) (i) enter into any new line of business or change in any material respect its lending, investment, risk and asset-liability management, interest rate, fee pricing or other material banking or operating policies (including any change in the maximum ratio or similar limits as a percentage of its capital exposure applicable with respect to its loan portfolio or any segment thereof), (ii) implement any material change in acceptable credit risk to Grasshopper or Grasshopper Bank's business portfolio, including

changes in risk implemented by the credit committee of Grasshopper or Grasshopper Bank, or (iii) change its policies and practices with respect to underwriting, pricing, originating, acquiring, selling, servicing or buying or selling rights to service Loans except as required by rules or policies imposed by a Regulatory Authority;

(p) make, or commit to make, any capital expenditures in excess of \$250,000 individually or \$500,000 in the aggregate;

(q) except as required by applicable Regulatory Authorities, make any material changes in its policies and practices with respect to insurance policies including materially reducing the amount of insurance coverage currently in place or failing to renew or replace any existing insurance policies;

(r) change or restructure its investment securities portfolios, its investment securities practice or policies, its hedging practices or policies, or change its policies with respect to the classification or reporting of such portfolios or invest in any mortgage-backed or mortgage related securities which would be considered “high-risk” securities under applicable regulatory pronouncements, or, other than in the Ordinary Course in compliance with its policies, change its interest rate exposure through purchases, sales or otherwise, or the manner in which its investment securities portfolios are classified or reported;

(s) alter its interest rate or fee pricing policies with respect to depository accounts of Grasshopper Bank or waive any fees with respect thereto, other than in the Ordinary Course in compliance with its policies;

(t) take any action, or knowingly fail to take any action, which action or failure to act prevents or impedes, or could reasonably be expected to prevent or impede, the Merger from qualifying as a “reorganization” within the meaning of Section 368(a) of the Internal Revenue Code;

(u) make or acquire any Loan or issue a commitment (including a letter of credit) or renew or extend an existing commitment for any Loan, or amend or modify in any material respect any Loan (including in any manner that would result in any additional extension of credit, principal forgiveness, or effect any uncompensated release of collateral, *i.e.*, at a value below the fair market value thereof as determined by Grasshopper), other than in the Ordinary Course in compliance with Grasshopper Bank’s underwriting policy and related Loan policies in effect as of the date of this Agreement without utilization of any of the exceptions provided in such underwriting policy and related Loan policies (provided that this exception shall not permit any Grasshopper Entity to acquire a portfolio or pool of such Loans, which for the avoidance of doubt will not prevent any Grasshopper Entity from entering into a participation with respect to any Loans in accordance with this Section 6.2(u)); provided, that if Enova does not respond to a request for consent pursuant to this Section 6.2(u) within two Business Days of having received such request together with the relevant Loan package and all other material information relating thereto, such non-response shall be deemed to constitute consent;

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

(w) cancel, compromise, waive, or release any material indebtedness owed to any Person or any rights or claims held by any Person, except for (i) sales of Loans and sales of investment securities, in each case in the Ordinary Course, or (ii) as expressly required by the terms of any Contracts in force at the date of the Agreement, and in any event without recourse;

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

(y) except for non-exclusive licenses and the expiration of Intellectual Property in the Ordinary Course, sell, assign, dispose of, abandon, allow to expire, license or transfer any material Intellectual Property of any Grasshopper Entity;

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

(aa) notwithstanding any other provisions hereof, take any action that could reasonably be expected to (i) impede or materially delay consummation of the transactions contemplated by this Agreement, (ii) require the receipt of any Permit or Consent of any Regulatory Authority or third party not referenced in Section 7.4(a), (iii) result in any of the conditions set forth in ARTICLE 8 not being satisfied, or (iv) materially impair or delay its ability to perform its obligations under this Agreement or to consummate the transactions contemplated hereby; or

(bb) agree to take, make any commitment to take, or adopt any resolutions of Grasshopper's or Grasshopper Bank's board of directors in support of, any of the actions prohibited by this Section 6.2.

### **6.3. Covenants of Enova.**

From the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement, unless the prior written consent of Grasshopper shall have been obtained (such consent not to be unreasonably withheld, conditioned or delayed), and except as required by Law, otherwise expressly contemplated herein, or as set forth in Section 6.3 of Enova's Disclosure Memorandum, Enova covenants and agrees that it shall not, or permit any of the Enova Subsidiaries to:

(a) amend the certificate of incorporation, bylaws or other governing instruments of Enova or any Significant Subsidiaries (as defined in Regulation S-X promulgated by the SEC) in a manner that would adversely affect Grasshopper or the Holders relative to other holders of Enova Common Stock;

(b) take any action, or knowingly fail to take any action, which action or failure to act prevents or impedes, or could reasonably be expected to prevent or impede, the Merger, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code;

(c) notwithstanding any other provisions hereof, take any action that could reasonably be expected to (i) impede or materially delay consummation of the transactions contemplated by this Agreement, (ii) require the receipt of any Permit or Consent of any Regulatory Authority or third party not referenced in Section 7.4(a), (iii) result in any of the conditions set forth in ARTICLE 8 not being satisfied, or (iv) materially impair or delay its ability to perform its obligations under this Agreement or to consummate the transactions contemplated hereby; or

(d) agree to take, make any commitment to take, or adopt any resolutions of Enova's board of directors in support of, any of the actions prohibited by this Section 6.3.

**ARTICLE 7**  
**ADDITIONAL AGREEMENTS**

**7.1. Registration Statement; Proxy Statement/Prospectus; Stockholder Approval.**

(a) Enova and Grasshopper shall promptly prepare the Proxy Statement/Prospectus and Enova shall prepare and file with the SEC the Registration Statement (including the Proxy Statement/Prospectus) as promptly as reasonably practicable, and within 60 days after the date of this Agreement. Enova and Grasshopper agree to cooperate, and to cause their respective Subsidiaries to cooperate, with the other Party and its counsel and its accountants in the preparation of the Registration Statement and the Proxy Statement/Prospectus. Each of Enova and Grasshopper agrees to use its reasonable best efforts to cause the Registration Statement to be declared effective under the Securities Act as promptly as reasonably practicable after filing thereof, and Grasshopper shall thereafter mail or deliver the Proxy Statement/Prospectus to its stockholders promptly following the date of effectiveness of the Registration Statement. Enova also agrees to use its reasonable best efforts to obtain all necessary state securities Law or “Blue Sky” permits and approvals required to carry out the transactions contemplated by this Agreement, and Grasshopper shall furnish all information concerning Grasshopper and the holders of Grasshopper Common Stock as may be reasonably requested in connection with any such action.

(b) Grasshopper shall take, in accordance with applicable Law and Grasshopper’s certificate of incorporation and bylaws, all actions necessary to call, give notice of, establish a record date for, convene and hold a stockholders’ meeting (the “Grasshopper Meeting”), to be held as promptly as reasonably practicable after the Registration Statement is declared effective by the SEC, for the purpose of obtaining the Grasshopper Stockholder Approval and, if so desired and mutually agreed, to approve such other matters of the type customarily brought before an annual or special meeting of stockholders.

(c) The board of directors of Grasshopper shall (i) unanimously recommend to its stockholders the approval of this Agreement and the transactions contemplated hereby (the “Grasshopper Board Recommendation”), (ii) include such Grasshopper Board Recommendation in the Proxy Statement/Prospectus, and (iii) use its reasonable best efforts to obtain the Grasshopper Stockholder Approval. If requested by Enova, Grasshopper shall retain a proxy solicitor reasonably acceptable to, and on terms reasonably acceptable to, Enova in connection with obtaining the Grasshopper Stockholder Approval.

(d) Neither the board of directors of Grasshopper nor any committee thereof shall withhold, withdraw, qualify or modify, or propose publicly to withdraw, qualify or modify, in a manner adverse to Enova, the Grasshopper Board Recommendation or take any action, or make any public statement, filing or release inconsistent with the Grasshopper Board Recommendation.

(e) Grasshopper shall adjourn or postpone the Grasshopper Meeting if, as of the time for which such meeting is originally scheduled there are insufficient shares of Grasshopper Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of such meeting. Grasshopper shall also adjourn or postpone its respective stockholder meeting if, as of the time for which such meeting is scheduled, Grasshopper has not recorded proxies representing a sufficient number of shares necessary to obtain the Grasshopper Stockholder Approval. Notwithstanding anything to the contrary herein, unless this Agreement has been terminated in accordance with its terms, the Grasshopper Meeting shall be convened and this Agreement shall be submitted to the stockholders of Grasshopper at the Grasshopper Meeting for the purpose of voting on the approval of this Agreement and the other matters contemplated hereby, and nothing contained herein shall be deemed to relieve Grasshopper of such obligation. Grasshopper shall only be required to adjourn or postpone the Grasshopper Meeting two times pursuant to the first sentence of this Section 7.1(e).

## **7.2. Acquisition Proposals.**

(a) From and after the date of this Agreement, Grasshopper shall not, and shall cause its Subsidiaries not to and shall not authorize or permit any of its or any Subsidiaries or Representatives to, directly or indirectly (i) initiate, solicit, or take any action to facilitate or encourage, or participate or engage in any negotiations, inquiries or discussions with respect to any Acquisition Proposal, (ii) in connection with any potential Acquisition Proposal, disclose or furnish any information or data to any Person or afford any Person other than Enova or its Representatives access to its properties or Books and Records, except pursuant to a request for information from any Regulatory Authority, or (iii) enter into or execute, or propose to enter into or execute, any agreement relating to an Acquisition Proposal. Without limiting the foregoing, it is agreed that any violation of any of the restrictions set forth in the preceding sentence by any Representatives of Grasshopper or its Subsidiaries shall be a breach of this Section 7.2 by Grasshopper. Grasshopper shall not submit to the vote of its stockholders any Acquisition Proposal other than the Merger.

(b) To the extent not already done, Grasshopper shall, and shall cause its Subsidiaries and the Grasshopper's and its Subsidiaries' respective Representatives to, immediately cease and cause to be terminated any activities, discussions or negotiations with any Person conducted heretofore with respect to an Acquisition Proposal, and promptly (but in no event later than 48 hours following the execution of this Agreement) request and use reasonable best efforts to obtain the return from all such Persons, or cause the destruction, of all copies of confidential information previously provided to such Persons by or on behalf of Grasshopper Entities or their respective Representatives (and all analyses and other materials prepared by or on behalf of such Persons that contain, reflect or analyze such confidential information).

(c) Grasshopper shall as promptly as practicable, and in any event no later than 24 hours after receipt thereof, advise Enova, in writing, of any Acquisition Proposal, or any inquiry, proposal or offer that expressly contemplates or could reasonably be expected to lead to an Acquisition Proposal. The terms and conditions of the Confidentiality Agreement shall apply to any information provided pursuant to this Section 7.2(c).

## **7.3. Exchange Matters.**

Enova shall use its reasonable best efforts to list, prior to the Effective Time, on NYSE, subject to official notice of issuance, the shares of Enova Common Stock to be issued to the Holders pursuant to this Agreement.

## **7.4. Consents of Regulatory Authorities.**

(a) The Parties shall, and shall cause their respective Subsidiaries to cooperate with each other and use their respective reasonable best efforts to prepare all documentation, to effect all applications, notices, petitions, and filings (and in the case of the applications, notices, petitions and filings required to obtain the Requisite Regulatory Approvals, use their reasonable best efforts to make such filings as soon as reasonably practicable and in no event later than 45 days after the date of this Agreement, unless a Regulatory Authority has advised or requested that the Party should file such application, notice, petition, or filing at a later date), and to obtain all Permits and Consents of all third parties and Regulatory Authorities that are necessary or advisable to consummate the transactions contemplated by this Agreement (including the Core Transactions), and to comply with the terms and conditions of all such Permits and Consents. Each of Enova and Grasshopper shall use its respective reasonable best efforts to resolve objections, if any, which may be asserted with respect to this Agreement or the transactions contemplated hereby by any Regulatory Authority or under any applicable Law or Order. Notwithstanding the foregoing, in no event shall any Enova Entities be required, and the Grasshopper Entities shall not be permitted (without Enova's prior written consent in its sole discretion), to take any action, or commit to take any action, or to accept

any restriction, commitment or condition, involving the Enova Entities or the Grasshopper Entities, which would reasonably be expected to be materially financially burdensome to the business, operations, financial condition or results of operations of Enova and its Subsidiaries, taken as a whole after giving effect to the Core Transactions (any such action, condition, commitment or restriction, a “Burdensome Condition”).

(b) Each of the Parties shall have the right to review in advance, and each will consult with the other, in each case subject to applicable Laws relating to the exchange of information, with respect to, all material written information submitted to any third party or Regulatory Authority in connection with the transactions contemplated by this Agreement, provided, that Grasshopper shall not have the right to review portions of material filed by Enova with a Regulatory Authority that contain competitively sensitive business or other proprietary information or sensitive personal information and which are contained in a confidential exhibit or annex thereto. In exercising the foregoing right, each of the Parties agrees to act reasonably and as promptly as practicable. Each Party agrees that it will consult with the other Party with respect to the obtaining of all Permits and Consents of third parties and Regulatory Authorities necessary or advisable to consummate the transactions contemplated by this Agreement and each Party will keep the other Party promptly apprised of the status of material matters relating to completion of the transactions contemplated hereby, including promptly providing the other Party with a copy of any written communication or a summary of any oral communication from a Regulatory Authority the Consent of which is required for the consummation of the Core Transactions and the other transactions contemplated by this Agreement that pertain to such material matters. Each Party shall (i) consult with the other Party and/or its counsel in advance of any meeting, conference or discussion with any Regulatory Authority in connection with the transactions contemplated by this Agreement (other than non-material and routine communications between counsel and a Regulatory Authority regarding the regulatory approval process or status); and (ii) to the extent permitted by such Regulatory Authority, give the other Party and/or its counsel the opportunity to attend and participate in any meeting, conference or discussion with any Regulatory Authority (other than non-material and routine communications between counsel and a Regulatory Authority regarding the regulatory approval process or status).

(c) Subject to Section 10.14, each Party agrees, upon request, subject to applicable Laws, to promptly furnish the other Party with all information concerning itself, its Subsidiaries, directors, officers and stockholders and such other matters as may be reasonably necessary or advisable in connection with the Proxy Statement/Prospectus or any other statement, filing, notice or application made by or on behalf of Enova, Grasshopper or any of their respective Subsidiaries to any third party or Regulatory Authority in connection with the transactions contemplated by this Agreement.

## **7.5. Access to Information; Confidentiality and Notification of Certain Matters.**

(a) Grasshopper and Enova shall each promptly advise the other of any (i) fact, change, event, effect, condition, occurrence, development or circumstance which it believes would or would be reasonably likely to cause the failure of any of the conditions in ARTICLE 8, or (ii) any notice or other communication from any Person alleging that the Consent of such Person is or may be required in connection with the transactions contemplated hereby; provided, that any failure to give notice in accordance with the foregoing with respect to any breach shall not be deemed to constitute a violation of this Section 7.5(a) or the failure of any condition set forth in ARTICLE 8 to be satisfied, or otherwise constitute a breach of this Agreement by the Party failing to give such notice, in each case unless the underlying breach would independently result in a failure of the conditions set forth in ARTICLE 8 to be satisfied; and provided, further, that the delivery of any notice pursuant to this Section 7.5(a) shall not cure any breach of, or noncompliance with, any other provision of this Agreement or limit the remedies available to Enova and Grasshopper.

(b) Prior to the Effective Time, subject to Section 10.14, Grasshopper shall permit, and cause Grasshopper Bank and the Representatives of the Grasshopper Entities to afford to, the Representatives of

Enova to make or cause to be made such investigation of the business, Assets, information technology systems, Contracts, Books and Records, and personnel and such other information of the Grasshopper Entities and of their respective financial and legal conditions as Enova may reasonably request and furnish to Enova promptly all other information concerning its business, Assets, information technology systems, Contracts, Books and Records, and personnel and such other information as Enova may reasonably request, provided that such investigation or requests shall not unreasonably interfere with normal operations of Grasshopper. No investigation by Enova shall affect or be deemed to modify or waive the representations, warranties, covenants and agreements of Grasshopper in this Agreement, or the conditions of Enova's obligation to consummate the transactions contemplated by this Agreement. Neither Enova nor Grasshopper nor any of their respective Subsidiaries shall be required to provide access to or to disclose information where such access or disclosure would violate or prejudice the rights of Enova's or Grasshopper's, as the case may be, customers, jeopardize the attorney-client privilege of the institution in possession or control of such information (after giving due consideration to the existence of any common interest, joint defense or similar agreement between the Parties) or contravene any Law, fiduciary duty or binding Contract entered into prior to the date of this Agreement. The Parties will make appropriate substitute arrangements to permit reasonable disclosure under circumstances in which the restrictions of the preceding sentence apply.

(c) Each Party shall, and shall cause its Subsidiaries and Representatives to, hold and use any information obtained in connection with this Agreement and the transactions contemplated hereby in accordance with the terms of the Confidentiality Agreement, dated July 29, 2025, between Enova and Grasshopper (the "Confidentiality Agreement").

(d) Subject to Section 10.14, each of Grasshopper and Grasshopper Bank shall file all reports required to be filed by it with Regulatory Authorities between the date of this Agreement and the Effective Time, and Grasshopper shall deliver to Enova copies of all such reports promptly after the same are filed.

#### **7.6. Press Releases.**

The Parties shall consult with each other before issuing any press release or other public disclosure or communication (including communications to employees, agents and contractors) related to this Agreement or the transactions contemplated hereby and shall not issue such press release or other public disclosure without the prior written consent of the other Party (which consent shall not be unreasonably withheld, delayed or conditioned); provided, that nothing in this Section 7.6 shall be deemed to prohibit any Party from (a) making any press release or other public disclosure as, upon the advice of the outside counsel, is required by Law or the rules or regulations of any securities exchange and (b) making any public disclosure in response to questions from the press, analysts, investors or those attending industry conferences, making internal announcements to employees or making disclosures in any documents filed with or furnished to the SEC, in each case, to the extent that such statements are consistent with previous press releases or public disclosures made by the parties and otherwise in compliance with this Section 7.6. Notwithstanding anything in this Section 7.6 to the contrary, the Parties agree that Enova and its Affiliates shall be entitled to issue a press release and present an investor presentation announcing the execution of this Agreement substantially in the form attached hereto as Exhibit E.

#### **7.7. Tax Treatment.**

(a) Each of the Parties intends, and undertakes and agrees to use its reasonable best efforts to cause the Merger to, and to take no action which would cause the Merger not to, in each case, qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code for federal income tax purposes. The Parties shall cooperate and use their reasonable best efforts in order to obtain the Tax

Opinion. The Parties adopt this Agreement as a “plan of reorganization” within the meaning of Treasury Regulation Section 1.368-2(g) and for purposes of Sections 354, 361 and 368 of the Internal Revenue Code.

(b) Each of the Parties shall use its reasonable best efforts to cause their appropriate officers to execute and deliver to Covington & Burling LLP certificates containing appropriate representations and covenants, reasonably satisfactory in form and substance to such counsel, at such time or times as may be reasonably requested by such counsel, including as of the effective date of the Proxy Statement/Prospectus and the Closing Date, in connection with such counsel’s deliveries of Tax Opinions with respect to the Tax treatment of the Merger.

(c) Unless otherwise required pursuant to a “determination” within the meaning of Section 1313(a) of the Internal Revenue Code, each of the Parties shall report the Merger as a “reorganization” within the meaning of Section 368(a) of the Internal Revenue Code and shall not take any inconsistent position therewith in any Tax Return.

#### **7.8. Transfer Taxes.**

Holders of Grasshopper Common Stock shall be responsible for and shall pay all transfer, documentary, sales, use stamp, registration and other such Taxes, and any conveyance fees or recording charges (collectively, “Transfer Taxes”) incurred in connection with the transactions contemplated by this Agreement. Holders of Grasshopper Common Stock shall prepare and timely file (or cause to be prepared and timely filed) at their own expense all Tax Returns required to be filed in respect of any such Transfer Taxes and timely pay such Transfer Taxes.

#### **7.9. Employee Benefits and Contracts.**

(a) Enova shall cause to be provided to each employee who is actively employed by a Grasshopper Entity as of immediately prior to the Closing (each, a “Covered Employee”), while employed by Enova or one of its Affiliates following the Closing Date and except as otherwise provided in an agreement with a Covered Employee, (i) through the end of the year in which the Effective Time occurs, (A) base salary or wages at least equal to the base salary or wages provided to such Covered Employee by a Grasshopper Entity as of immediately prior to the Closing, and (B) target cash incentive compensation opportunities at least equal to the target cash incentive compensation opportunities provided to such Covered Employee by a Grasshopper Entity as of immediately prior to the Closing; provided, however, that Enova shall not be required to pay an aggregate amount for annual cash bonuses to Covered Employees of more than the amount set forth in Section 7.9(a) of Grasshopper’s Disclosure Schedule, and (ii) for a period of twelve (12) months following the Effective Time, employee benefits, terms and conditions, which are, in the aggregate, substantially comparable to those provided by Enova Entities to their similarly situated employees, including severance benefits in accordance with the applicable severance policy of Enova; provided, that in no event shall any Covered Employee be eligible to participate in any closed or frozen plan of any Enova Entity. Until such time as Enova shall cause the Covered Employees to participate in the applicable Enova Benefit Plans providing health and welfare benefits, the continued participation of the Covered Employees in the Grasshopper Benefit Plans providing health and welfare benefits shall be deemed to satisfy the foregoing provision (iii) of this clause (it being understood that participation in Enova Benefit Plans may commence at different times with respect to each of Enova Benefit Plans). For purposes of determining eligibility to participate, vesting and level of benefits under Enova Benefit Plans in which Covered Employees are eligible to participate, the service of the Covered Employees with all Grasshopper Entities (and predecessors thereto) prior to the Effective Time shall be treated as service with an Enova Entity, to the same extent that such service was recognized by the Grasshopper Entities for purposes of a similar benefit plan; provided, that such recognition of service shall not (x) operate to duplicate any benefits of a Covered Employee with respect to the same period of service, or (y) apply for purposes of any plan,

program or arrangement (1) under which similarly-situated employees of Enova Entities do not receive credit for prior service, (2) that is grandfathered or frozen, either with respect to level of benefits or participation, or (3) for purposes of retiree medical benefits or level of benefits under a defined benefit pension plan.

(b) From and after the Effective Time, without limiting the generality of Section 7.9(a), with respect to each Covered Employee (and his or her beneficiaries), Enova shall (i) ensure that each Covered Employee shall be immediately eligible to participate, without waiting time, in any and all Enova Benefit Plans providing retirement or life, accident, disability medical, dental, vision or health benefits to the extent coverage under such Enova Benefit Plan replaces coverage under a similar Grasshopper Benefit Plan in which such Covered Employee participated immediately prior to such replacement and (ii) shall use commercially reasonable efforts to cause each Enova Benefit Plan providing life, accident, disability, medical, dental, vision or health benefits and in which each such Covered Employee becomes eligible to participate to (A) waive any preexisting condition limitations, (B) waive any waiting period limitation, actively-at-work requirement or evidence of insurability requirement that would otherwise be applicable to such Covered Employees and their beneficiaries on or after the Effective Time to the extent such employee or beneficiary had satisfied any similar limitation or requirement under an analogous plan prior to the Effective Time, and (C) cause any eligible expenses incurred by such Covered Employee (and his or her beneficiaries) under a Grasshopper Benefit Plan during the portion of the plan year prior to the date on which coverage begins to be taken into account under such Enova Benefit Plan for purposes of satisfying all deductibles, co-insurance, co-payment, and maximum out-of-pocket requirements for the applicable plan year as if such amounts have been paid in accordance with the Enova Benefit Plan.

(c) Prior to the Closing Date, the Grasshopper Entities shall take all reasonably necessary action (including without limitation the adoption of resolutions and, if determined to be necessary, plan amendments and the delivery of any required notices) (i) to amend the Grasshopper Bank, N.A. Retirement Plan (the “401(k) Plan”) to prohibit any participants in the 401(k) Plan from taking out a plan loan from and after such date of amendment, such prohibition to be effective as soon as commercially practicable following the date hereof and (ii) to terminate the 401(k) Plan, effective as of no later than the day before the Closing Date (but contingent on the Closing). Such resolutions and, if determined to be reasonably necessary, plan amendments, notices and other documents prepared to effectuate the termination of the 401(k) Plan shall be subject to advance review and comment by Enova, and Grasshopper shall incorporate Enova’s reasonable and timely comments to such drafts in good faith. On or prior to the Closing Date, Grasshopper shall provide Enova with the final documentation evidencing that the 401(k) Plan has been terminated. As of the Closing Date, Enova shall cause any defined contribution plan sponsored by Enova (or any of its Affiliates) that is qualified under Section 401(a) of the Code (the “Enova 401(k) Plan”) to accept a rollover of (i) the cash portion of any “eligible rollover distribution” (within the meaning of Section 402(c)(4) of the Code) to a Covered Employee from the 401(k) Plan and (ii) the portion of any such eligible rollover distribution that consists of a promissory note applicable to a loan from the 401(k) Plan to such Covered Employee. On or prior to the Closing Date, Enova shall provide Grasshopper with the final documentation evidencing that the Enova 401(k) Plan has been amended to permit the rollover of a promissory note applicable to a loan from the 401(k) Plan to such Covered Employee.

(d) Upon request by Enova in writing no later than 60 days prior to the Closing Date, the Grasshopper Entities shall cooperate in good faith with Enova prior to the Closing Date to amend, freeze, terminate or modify any Grasshopper Benefit Plan providing health or other welfare benefits to the extent and in the manner reasonably determined by Enova, to be effective upon the Closing Date (or at such later time mutually agreed to by the parties) but contingent upon Closing, and consistent with applicable Law. All resolutions and if determined to be reasonably necessary, plan amendments, notices and other documents prepared to effectuate the actions contemplated by this Section 7.9(d), as applicable, shall be subject to advance review and comment by Enova, and Grasshopper shall incorporate Enova’s reasonable

and timely comments to such drafts in good faith. On or prior to the Closing Date, Grasshopper shall provide Enova with the final documentation evidencing that the actions contemplated herein have been effectuated.

(e) Without limiting the generality of Section 10.4, nothing in this Agreement, expressed or implied, is intended to confer upon any Person, including any current or former employee, officer, director or consultant of Grasshopper or any of its Subsidiaries or Affiliates, any rights, remedies, obligations, or Liabilities under or by reason of this Agreement. In no event shall the terms of this Agreement: (i) establish, amend, or modify any Grasshopper Benefit Plan, Enova Benefit Plan or any “employee benefit plan” as defined in Section 3(3) of ERISA, or any other benefit plan, program, agreement or arrangement maintained or sponsored by Enova, Grasshopper or any of their respective Affiliates; (ii) alter or limit the ability of Surviving Corporation, Enova or any of their Subsidiaries or Affiliates to amend, modify or terminate any Grasshopper Benefit Plan, employment agreement, or any other benefit or employment plan, program, agreement or arrangement after the Closing Date, in each case in accordance with their terms; or (iii) confer upon any current or former employee, officer, director or consultant of Grasshopper or any of its Subsidiaries or Affiliates, any right to employment or continued employment or continued service with Enova or any Enova Subsidiaries, the Surviving Corporation or the Grasshopper Entities, or constitute or create an employment agreement with any employee, or interfere with or restrict in any way the rights of the Surviving Corporation, Grasshopper, Enova or any Subsidiary or Affiliate thereof to discharge or terminate the services of any employee, officer, director or consultant of Grasshopper or any of its Subsidiaries or Affiliates at any time for any reason whatsoever, with or without cause.

(f) No later than the Closing Date, Grasshopper shall (i) update Sections 4.3(a), 4.16(b), and 4.16(c) of Grasshopper’s Disclosure Memorandum so that it is current as of the Determination Date and Section 10.1 of Grasshopper’s Disclosure Memorandum so that it includes the wire instructions for the receipt of the Grasshopper Warrant Pro Rata Amount and (ii) provide Enova with true, complete and correct list of each employee who has suffered an “employment loss” within the meaning of the WARN Act in the 90 days prior to the Closing Date.

#### **7.10. D&O Indemnification.**

(a) For a period of six years after the Effective Time, the Surviving Corporation shall indemnify, defend and hold harmless the present and former directors or officers of the Grasshopper Entities (each, an “D&O Indemnified Party”), against all Liabilities incurred in connection with any Litigation arising out of or pertaining to, the fact that such Person is or was a director or officer of the Grasshopper Entities or, at Grasshopper’s request, of another corporation, partnership, joint venture, trust or other enterprise, and pertaining to matters, acts or omissions existing or occurring at or prior to the Effective Time (including matters, acts or omissions occurring in connection with the approval of this Agreement and the transactions contemplated by this Agreement), whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent provided under Grasshopper’s certificate of incorporation and bylaws as in effect as of the date of this Agreement (subject to applicable Law), including provisions relating to advances of expenses incurred in the defense of any Litigation; provided, that the D&O Indemnified Party to whom expenses are advanced provides a written undertaking to repay such advances if it is ultimately determined that such D&O Indemnified Party is not entitled to indemnification.

(b) The Surviving Corporation shall use its reasonable best efforts (and Grasshopper shall reasonably cooperate prior to the Effective Time in these efforts) to maintain in effect for a period of six years after the Effective Time Grasshopper’s existing directors’ and officers’ liability insurance policy (provided that the Surviving Corporation may substitute therefor (i) policies of at least the same coverage and amounts containing terms and conditions which are substantially no less advantageous to the insured or (ii) with the consent of Grasshopper given prior to the Effective Time, any other policy) with respect to

claims arising from facts or events which occurred prior to the Effective Time; provided, that the Surviving Corporation shall not be obligated to make aggregate premium payments for such six-year period in respect of such policy (or coverage replacing such policy) which exceed, for the portion related to Grasshopper's directors and officers, 250% of the annual premium payments currently paid on Grasshopper's current policy in effect as of the date of this Agreement (the "Maximum Amount"). If the amount of the premiums necessary to maintain or procure such insurance coverage exceeds the Maximum Amount, the Surviving Corporation shall use its reasonable best efforts to maintain the most advantageous policies of directors' and officers' liability insurance obtainable for a premium equal to the Maximum Amount. In lieu of the foregoing, Enova, or Grasshopper in consultation with Enova, may obtain on or prior to the Effective Time, a six-year "tail" prepaid policy providing equivalent coverage to that described in this Section 7.10(b) at a premium not to exceed the Maximum Amount. If the premium necessary to purchase such "tail" prepaid policy exceeds the Maximum Amount, Enova or Grasshopper in consultation with Enova may purchase the most advantageous "tail" prepaid policy obtainable for a premium equal to the Maximum Amount, and in each case, Enova and the Surviving Corporation shall have no further obligations under this Section 7.10(b) other than to maintain such "tail" prepaid policy.

(c) If the Surviving Corporation or any successors or assigns shall consolidate with or merge into any other Person and shall not be the continuing or surviving Person of such consolidation or merger or if the Surviving Corporation (or any successors or assigns) shall transfer all or substantially all of its Assets to any Person, then and in each case, proper provision shall be made so that the successors and assigns of the Surviving Corporation shall assume the obligations set forth in this Section 7.10.

(d) The provisions of this Section 7.10 are intended to be for the benefit of and shall be enforceable by, each Grasshopper D&O Indemnified Party and their respective heirs and Representatives.

(e) Notwithstanding anything in this Section 7.10 to the contrary, no indemnification payments will be made to a D&O Indemnified Party with respect to an administrative proceeding or civil action initiated by any federal banking agency unless all of the following conditions are met: (i) Enova's board of directors determines in writing that the D&O Indemnified Party acted in good faith and in the best interests of Grasshopper or Grasshopper Bank; (ii) Enova's board of directors determines that the payment will not materially affect Enova's safety and soundness; (iii) the payment does not fall within the definition of a prohibited indemnification payment under 12 C.F.R. Part 359; and (iv) the D&O Indemnified Party agrees in writing to reimburse Enova, to the extent not covered by permissible insurance, for payments made in the event that the administrative or civil action instituted by a banking Regulatory Authority results in a final Order or settlement in which the D&O Indemnified Party is assessed a civil money penalty, is prohibited from banking, or is required to cease an action or perform an affirmative action.

## **7.11. Operating Functions.**

Grasshopper and Grasshopper Bank shall reasonably cooperate with Enova in connection with planning for the efficient and orderly combination of the Parties and the operation of the Surviving Corporation and Surviving Bank, and in preparing for the consolidation of appropriate operating functions to be effective at the Effective Time or such later date as Enova may decide. Each Party shall cooperate with the other Party in preparing to execute after the Effective Time conversion or consolidation of systems and business operations generally (including by entering into customary confidentiality, non-disclosure and similar agreements with service providers of the other Party). Prior to the Effective Time, each Party shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

### **7.12. Litigation.**

Each of Grasshopper and Enova shall promptly notify each other in writing of any action, arbitration, audit, hearing, investigation, litigation, suit, subpoena or summons issued, commenced, brought, conducted or heard by or before, or otherwise involving, any Regulatory Authority or arbitrator pending or, to the Knowledge of Grasshopper or Enova, as applicable, threatened against Grasshopper, Enova or any of their respective Subsidiaries or Representatives that (a) questions or would reasonably be expected to question the validity of this Agreement or the other agreements contemplated hereby or thereby or any actions taken or to be taken by Grasshopper, Enova or their respective Subsidiaries with respect hereto or thereto, or (b) seeks to enjoin or otherwise restrain the transactions contemplated hereby or thereby. Grasshopper shall give Enova prompt notice of any stockholder litigation against Grasshopper or its directors or officers relating to the transactions contemplated by this Agreement and shall give Enova every opportunity to participate in the defense or settlement of such litigation, provided that no such settlement shall be agreed to by any Grasshopper Entity without Enova's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned).

### **7.13. Legal Conditions to Merger; Additional Agreements.**

Subject to Sections 7.1 and 7.5 of this Agreement, each of Grasshopper and Enova shall, and shall cause each of their respective Subsidiaries to, use their reasonable best efforts (a) to take, or cause to be taken, all actions necessary, proper or advisable to comply promptly with all legal and regulatory requirements that may be imposed on such Party or its Subsidiaries with respect to the Core Transactions and, subject to the conditions set forth in ARTICLE 8 hereof, to consummate the transactions contemplated by this Agreement, and (b) to obtain (and to cooperate with the other Party to obtain) any Permit or Consent by any Regulatory Authority and any other third party that is required to be obtained by Grasshopper or Enova or any of their respective Subsidiaries in connection with, or to effect, the Core Transactions and the other transactions contemplated by this Agreement. In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement (including, any merger between a Enova Subsidiary, on the one hand, and Grasshopper Bank, on the other hand) or to vest the Surviving Corporation and the Surviving Bank with full title to all Assets, rights, Consents, Permits, immunities and franchises of any of the Parties to the Mergers, the proper officers and directors of each Party and their respective Subsidiaries shall take all such necessary action as may be reasonably requested by Enova.

### **7.14. Closing Financial Statements.**

(a) Grasshopper shall provide to Enova, on the date that is two (2) Business Days prior to the anticipated Effective Time, Grasshopper's consolidated balance sheet and related statement of income (including Grasshopper's Tier 1 Leverage Ratio described in Section 8.2(f) and its calculation) as of and through the close of business on the last day of the most recently concluded calendar month prior to the anticipated Effective Time (the "Closing Financial Statements").

(b) The Closing Financial Statements shall (i) have been prepared (A) in good faith based on all available information at such time and in accordance with GAAP and regulatory accounting principles, and (B) in the same manner as the Reference Financial Statements, and (ii) reflect all period-end accruals, other adjustments, and provisions to be consistent with the Reference Financial Statements. The Closing Financial Statements shall also (1) reflect as of their date accruals for all fees, costs and expenses incurred or expected to be incurred (whether or not doing so is in accordance with GAAP) in connection (directly or indirectly) with the transactions contemplated by this Agreement, including any transaction, sale, change-of-control, retention costs or bonuses or other payments owed by Grasshopper or any Grasshopper Entity and (2) be accompanied by (x) a certificate of Grasshopper's chief financial officer, dated as of the date of the Closing Financial Statements, to the effect that such financial statements meet the requirements

of Section 7.14(a), were prepared in good faith based on all available information at such time and in accordance with GAAP and regulatory accounting principles and in the same manner as the Reference Financial Statements and reflect all period-end accruals, other adjustments and provisions, and reflect accurately the consolidated balance sheet and related statement of income of Grasshopper in all material respects and (y) all supporting information from the Closing Financial Statements, including all books and records.

(c) Subject to Section 10.14, beginning no later than two weeks prior to the anticipated Effective Time and until calculation of Grasshopper's Tier 1 Leverage Ratio is agreed in accordance with this Section 7.14, Grasshopper shall, and shall cause Grasshopper Bank, and each of their respective Representatives to (i) reasonably cooperate in good faith with and reasonably assist Enova and its Representatives in preparing for and completing their review of the Closing Financial Statements, including Loan valuation, and their investigation and evaluation of any material developments in Grasshopper or Grasshopper Bank from the date hereof (including the status of the Grasshopper Contracts and BaaS Contracts, any Default under any Law or Order applicable to any Grasshopper Entity, any notification or communication from any Regulatory Authority asserting that any Grasshopper Entity is not in compliance with any Laws, Orders, or Permits or engaging in an unsafe or unsound activity or is in troubled condition, or any Litigation instituted or pending, or, to the Knowledge of Grasshopper, threatened against any Grasshopper Entity and significant Loan issuances), and (ii) provide Enova and its Representatives with any books, records or other information reasonably requested by Enova or its Representatives and in Grasshopper's possession in connection with such review, investigation and evaluation.

(d) Following the delivery of the Closing Financial Statements: (i) Grasshopper will consider in good faith Enova's reasonable comments to the Closing Financial Statements, and (ii) Enova and Grasshopper shall work together in good faith to agree on the Closing Financial Statements, including the calculation of Grasshopper's Tier 1 Leverage Ratio contained therein. The Closing Financial Statements and the calculation of Grasshopper's Tier 1 Leverage Ratio contained therein agreed between the Parties shall become final and binding.

(e) If, no later than the day before the anticipated Effective Time, Enova and Grasshopper are unable to agree upon the Closing Financial Statements or Grasshopper's Tier 1 Leverage Ratio contained therein, Enova and Grasshopper shall promptly submit any items over which a disagreement remains (each dispute, an "Objection") to an independent, nationally recognized accounting firm mutually agreed to by Enova and Grasshopper (the "Independent Accountants"), which will act as an expert and not as an arbitrator to resolve the remaining disputed items. The Independent Accountants shall be instructed to resolve the matters that remain in dispute with respect to the Objection based solely on written submissions of Grasshopper, on the one hand, and Enova, on the other hand, and not by independent investigation. Enova and Grasshopper will use commercially reasonable efforts to cause the Independent Accountants to resolve any dispute and issue final Closing Financial Statements confirming the correct Grasshopper's Tier 1 Leverage Ratio (as determined in accordance with the standards and definitions in this Agreement), within ten days following such engagement. Enova and Grasshopper will reasonably cooperate with, and furnish such information including work papers and documentation used by Grasshopper and Enova in preparing the Closing Financial Statements and any Objection, as may be requested to, the Independent Accountants. The final Closing Financial Statements issued by the Independent Accountants, as well as the amount of Grasshopper's Tier 1 Leverage Ratio contained therein, will be final and binding on Enova and Grasshopper; provided, however, that if Grasshopper's Tier 1 Leverage Ratio provided in the Closing Financial Statements delivered by Grasshopper pursuant to Section 7.14(a) is no less than 8%, but Grasshopper's Tier 1 Leverage Ratio contained in the final Closing Financial Statements issued by the Independent Accountants is less than 8%, then Grasshopper shall have up to 45 days after the Independent Accountants issue such final Closing Financial Statements (provided that such period shall not extend beyond the date that is 15 days prior to the Termination Date) in which to take such actions as may be

mutually agreed by the parties such that Grasshopper's Tier 1 Leverage Ratio shall be no less than 8%. If, following such 45-day (or shorter) period, Enova and Grasshopper are unable to agree upon Grasshopper's Tier 1 Leverage Ratio being no less than 8%, Enova and Grasshopper shall re-submit any items over which a disagreement remains to the Independent Accountants as described in the foregoing and the determination of the Independent Accountants in such process shall be final and binding on Enova and Grasshopper.

(f) Each of Enova and Grasshopper will bear all costs and fees incurred by it in connection with the foregoing arbitration; provided that the fees and expenses of the Independent Accountants shall be borne by Grasshopper and Enova in the same proportion that the aggregate amount of disputed items submitted to the Independent Accountants that are unsuccessfully disputed by Grasshopper and Enova, respectively (as determined by the Independent Accountants), bears to the total amount of items submitted to the Independent Accountants.

(g) Following the determination of the final Grasshopper Tier 1 Leverage Ratio as agreed between Enova and Grasshopper pursuant to Section 7.14(d) or as determined by the Independent Accountants pursuant to Section 7.14(e) (the "Final Grasshopper Tier 1 Leverage Ratio"), Grasshopper may, upon prior written notice to Enova and subject to Grasshopper obtaining all required regulatory Permits or Consents from the applicable Regulatory Authorities, prior to the anticipated Effective Time, declare and pay a special cash dividend to its stockholders of record in an amount not to exceed (1) the excess cash held by Grasshopper which if not held would cause the Final Grasshopper Tier 1 Leverage Ratio to equal 8% *minus* (2) (i) an amount equal to \$8.19 per share of Grasshopper Common Stock issued upon the exercise of any Grasshopper Warrant on or after the date hereof and prior to the Effective Time, (ii) the aggregate exercise prices payable for all shares of Grasshopper Common Stock issued upon the exercise of any Grasshopper Stock Option on or after the date hereof and prior to the Effective Time and (iii) an amount equal to the amount that would be payable for this dividend to each share of Grasshopper Common Stock underlying each Grasshopper Stock Option (vested or unvested) had all such shares been issued and outstanding prior to the payment of such dividend, together with the employer portion of payroll tax attributable to paying this aggregate amount to the holders of such Grasshopper Stock Options. The special dividend payable pursuant to this Section 7.14(g) shall be allocated pro rata to such Grasshopper stockholders of record and Grasshopper shall adopt a bonus plan at the same time as declaring such special dividend providing for the payment to each Grasshopper Stock Option (whether vested or unvested) that is outstanding and unexercised immediately prior to the payment of such special dividend of an amount equal to the amount that would be payable for such special dividend to each share of Grasshopper Common Stock underlying each Grasshopper Stock Option (vested or unvested) had all such shares been issued and outstanding prior to the payment of such dividend.

#### **7.15. Dividends.**

From the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement, each of Enova and Grasshopper shall coordinate with the other regarding the declaration of any dividends in respect of Enova Common Stock (to the extent permitted by this Agreement) and Grasshopper Common Stock and the record dates and payment dates relating thereto, it being the intention of the Parties that Holders shall not receive two dividends, or fail to receive one dividend, in any quarter with respect to their shares of Grasshopper Common Stock and any shares of Enova Common Stock any such Holder receives in exchange therefor in the Merger.

#### **7.16. Change of Method.**

Enova may at any time prior to the Effective Time change the method or structure of effecting the combination of the Grasshopper and Enova (including by providing for the merger of Grasshopper with a wholly owned Subsidiary of Enova) if and to the extent requested by Enova, and Grasshopper agrees to

enter into such amendments to this Agreement as Enova may reasonably request in order to give effect to such restructuring; provided, that no such change or amendment shall (a) alter or change the amount or kind of the Merger Consideration provided for in this Agreement, (b) adversely affect the Tax treatment of the Mergers with respect to Grasshopper's stockholders, or (c) materially delay or impede the consummation of the transactions contemplated by this Agreement.

#### **7.17. Restructuring Efforts.**

If Grasshopper shall have failed to obtain the Grasshopper Stockholder Approval at the duly convened Grasshopper Meeting, or any adjournment or postponement thereof, each of the Parties shall in good faith use its reasonable best efforts to negotiate a restructuring of the transaction provided for herein (it being understood that neither Party shall have any obligation to alter or change any material terms, including the amount or kind of the Merger Consideration, in a manner adverse to such Party or its stockholders or adversely affect the Tax treatment of the Mergers with respect to Grasshopper's stockholders) and resubmit this Agreement or the transactions contemplated hereby (or as restructured pursuant to this Section 7.17) to Grasshopper's stockholders for approval.

#### **7.18. Takeover Statutes.**

None of Enova or Grasshopper or their respective board of directors shall take any action that would cause any Takeover Statute to become applicable to this Agreement, the Mergers, or any of the other transactions contemplated hereby, and each shall take all necessary steps to exempt (or ensure the continued exemption of) the Mergers and the other transactions contemplated hereby from any applicable Takeover Statute now or hereafter in effect. If any Takeover Statute may become, or may purport to be, applicable to the transactions contemplated hereby, each of Enova and Grasshopper and the members of their respective board of directors will grant such approvals and take such actions as are necessary so that the transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to eliminate or minimize the effects of any Takeover Statute on any of the transactions contemplated by this Agreement, including, if necessary, challenging the validity or applicability of any such Takeover Statute.

#### **7.19. Cancellation of Grasshopper Warrants.**

Prior to the Effective Time, Grasshopper shall use reasonable best efforts to cause any outstanding and unexercised Grasshopper Warrant, whether vested or unvested, as of immediately prior to the Effective Time be canceled at the Effective Time in a manner satisfactory to Enova in its reasonable discretion without any consideration other than, subject to the execution of a Warrant Cancellation Agreement, the right to receive a cash payment payable to such holder of such Grasshopper Warrants as described in Section 2.4(b) and no longer represent any Grasshopper Equity Rights or any other securities of, or other rights with respect to, the Grasshopper, Enova, the Surviving Corporation or any other Person, including obtaining an executed Warrant Cancellation Agreement from each holder of a Grasshopper Warrant.

### **ARTICLE 8 CONDITIONS PRECEDENT TO OBLIGATIONS TO CONSUMMATE**

#### **8.1. Conditions to Obligations of Each Party.**

The respective obligations of each Party to consummate the Mergers and the other transactions contemplated hereby are subject to the satisfaction at or prior to the Effective Time of the following conditions, unless waived by both Parties pursuant to Section 10.6:

(a) Grasshopper Stockholder Approval. The Grasshopper Stockholder Approval shall have been obtained.

(b) Regulatory Approvals. (i) All required regulatory Permits or Consents from the OCC, Federal Reserve and any other Regulatory Authority, and (ii) any other regulatory Permits or Consents contemplated by Section 7.4(a) the failure of which to obtain has had or would reasonably be expected to have a Material Adverse Effect on Enova and Grasshopper (considered as a consolidated entity), in each case required to consummate the transactions contemplated by this Agreement, including the Core Transactions (provided that the obtaining of any Consent over the declaration and payment of the special dividend set forth in Section 7.14(g) shall not be a condition hereunder), shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired (all such approvals and the expiration of all such waiting periods being referred to as the “Requisite Regulatory Approvals”).

(c) Legal Proceedings. No court or Regulatory Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law or Order (whether temporary, preliminary or permanent) or taken any other action which prohibits, restricts or makes illegal the consummation of the transactions contemplated by this Agreement (including the Core Transactions).

(d) Registration Statement. The Registration Statement shall be effective under the Securities Act, no stop orders suspending the effectiveness of the Registration Statement shall have been issued, and no action, suit, proceeding or investigation by the SEC to suspend the effectiveness thereof shall have been initiated and be continuing.

(e) Exchange Listing. The shares of Enova Common Stock issuable pursuant to the Merger shall have been approved for listing on NYSE, subject to official notice of issuance, if required.

(f) Tax Matters. Each Party shall have received a written opinion of Covington & Burling LLP, in form reasonably satisfactory to such Parties (the “Tax Opinion”), to the effect that the Merger will qualify as a “reorganization” within the meaning of Section 368(a) of the Internal Revenue Code. In rendering such Tax Opinion, such counsel shall be entitled to rely upon representations of officers of Grasshopper and Enova reasonably satisfactory in form and substance to such counsel.

## **8.2. Conditions to Obligations of Enova.**

The obligations of Enova to consummate the Mergers and the other transactions contemplated hereby are subject to the satisfaction at or prior to the Effective Time of the following conditions, unless waived by Enova pursuant to Section 10.6:

(a) Representations and Warranties. For purposes of this Section 8.2(a), the accuracy of the representations and warranties of Grasshopper set forth in this Agreement shall be assessed as of the date of this Agreement and as of the Effective Time with the same effect as though all such representations and warranties had been made on and as of the Effective Time (provided that representations and warranties which are confined to a specified date shall speak only as of such date). The representations and warranties set forth in Sections 4.3(a) and 4.3(c) (Capitalization of Grasshopper), 4.4(a) (Capitalization of Grasshopper Bank), 4.9(a) (Absence of Certain Changes or Events), and 4.32 (Brokers and Finders) shall be true and correct (except, with respect to the representations and warranties set forth in Sections 4.3(a) and 4.3(c) (Capitalization of Grasshopper) and 4.4(a) (Capitalization of Grasshopper Bank), for inaccuracies which are *de minimis* in amount). The representations and warranties set forth in Sections 4.1 (Organization, Standing, and Power), 4.2 (Authority of Grasshopper; No Breach by Agreement), 4.3(b) and 4.3(d) (Capitalization of Grasshopper), 4.4(b), 4.4(c), and 4.4(d) (Capitalization of Grasshopper Bank), qualified

by references to “Material Adverse Effect” shall be true and correct in all respects, and all other representations and warranties described in this sentence shall be true and correct in all material respects; provided that those representations and warranties which are qualified by references to “material” shall be deemed not to include such qualifications. The representations and warranties set forth in each other Section in ARTICLE 4 shall, in the aggregate, be true and correct in all respects except where the failure of such representations and warranties to be true and correct has not had or would not reasonably be expected to have a Material Adverse Effect; provided, that, for purposes of this sentence only, those representations and warranties which are qualified by references to “material” or “Material Adverse Effect” shall be deemed not to include such qualifications.

(b) Performance of Agreements and Covenants. Grasshopper shall have performed in all material respects all obligations, covenants and agreements required to be performed by it under this Agreement at or prior to the Effective Time.

(c) Certificates. Grasshopper shall have delivered to Enova (i) a certificate, dated as of the Closing Date and signed on its behalf by its chief executive officer and its chief financial officer, to the effect that the conditions set forth in Section 8.1 as such conditions relate to Grasshopper and in Sections 8.2(a), 8.2(b) and 8.2(h) have been satisfied, (ii) certified copies of resolutions duly adopted by Grasshopper’s board of directors and stockholders evidencing the taking of all corporate action necessary to authorize the execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, all in such reasonable detail as Enova and its counsel shall request, and (iii) a certificate (in such form as may be reasonably requested by counsel to Enova) that satisfies the requirements of Treasury Regulation section 1.897-2(h) (as described in Treasury Regulation section 1.1445-2(c)(3)(i) (together with an IRS notice prepared in accordance with Treasury Regulation section 1.897-2(h)(2), and written authorization from Grasshopper for Enova to submit such certificate and notice to the IRS on behalf of Grasshopper)).

(d) Termination of Contracts and Release. Grasshopper shall have delivered to Enova evidence satisfactory to Enova in its discretion that (i) each Contract listed in Section 8.2(d) of Grasshopper’s Disclosure Memorandum has been terminated in its entirety and (ii) each party to a Shareholder Rights Agreement has agreed to the termination thereof, in form and substance reasonably satisfactory to Enova, including an express release of Grasshopper, Enova and each of their Subsidiaries and Affiliates in respect of prior equity ownership and any rights such Persons had under such Shareholder Rights Agreement.

(e) Dissenting Shares. Holders of not more than two percent of the outstanding shares of Grasshopper Common Stock shall have demanded, properly and in writing, appraisal for such shares of Grasshopper Common Stock held by each such Holder under the DGCL.

(f) Regulatory Capital. In each case as reflected in the Closing Financial Statements (as may be revised prior to the Effective Time in accordance with Section 7.14), (i) Grasshopper Bank shall be “well capitalized” as defined under applicable Law, (ii) Grasshopper’s Tier 1 Leverage Ratio shall be no less than 8% and (iii) Grasshopper Bank shall not have received any notification from the OCC or FDIC to the effect that the capital of Grasshopper Bank is insufficient to permit Grasshopper Bank to engage in all aspects of its business and its currently proposed businesses without material restrictions, including the imposition of a Burdensome Condition.

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

(h) No Grasshopper Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any Material Adverse Effect on Grasshopper, nor shall any event or events have occurred that, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect on Grasshopper.

(i) Grasshopper Warrant Cancellation. Grasshopper shall have delivered to Enova a Warrant Cancellation Agreement from each of (x) the holders of Grasshopper Warrants representing at least 65% of the aggregate number of shares of Grasshopper Common Stock underlying all Grasshopper Warrants (including any Grasshopper Warrants held by directors of Grasshopper) and (y) the holders of all Grasshopper Warrants described on Section 4.3(e)(i) of Grasshopper's Disclosure Memorandum.

(j) Third Party Consents. Each of the Consents set forth in Section 8.2(j) of Grasshopper's Disclosure Memorandum shall have been obtained and must be in full force and effect at the Effective Time, provided, however that if the Consents set forth in items 3, 7 and 8 of Section 8.2(j) of Grasshopper's Disclosure Memorandum are not obtained, then Grasshopper shall, prior to the Effective Time, take such other actions described in Section 8.2(j) of Grasshopper's Disclosure Memorandum.

### **8.3. Conditions to Obligations of Grasshopper.**

The obligations of Grasshopper to consummate the Mergers and the other transactions contemplated hereby are subject to the satisfaction at or prior to the Effective Time of the following conditions, unless waived by Grasshopper pursuant to Section 10.6:

(a) Representations and Warranties. For purposes of this Section 8.3(a), the accuracy of the representations and warranties of Enova set forth in this Agreement shall be assessed as of the date of this Agreement and as of the Effective Time with the same effect as though all such representations and warranties had been made on and as of the Effective Time (provided that representations and warranties which are confined to a specified date shall speak only as of such date). The representations and warranties of Enova set forth in Sections 5.3(a) and 5.3(c) (Capitalization of Enova), 5.8 (Absence of Certain Changes or Events), and 5.17 (Brokers and Finders) shall be true and correct (except, with respect to the representations and warranties of Enova set forth in Sections 5.3(a) and 5.3(c) (Capitalization of Enova), for inaccuracies which are *de minimis* in amount). The representations and warranties of Enova set forth in Sections 5.1 (Organization, Standing, and Power), 5.2 (Authority of Enova; No Breach by Agreement), and 5.3(b) (Capitalization of Enova) qualified by references to "Material Adverse Effect" shall be true and correct in all respects, and all other representations and warranties described in this sentence shall be true and correct in all material respects; provided that those representations and warranties which are qualified by references to "material" shall be deemed not to include such qualifications. The representations and warranties set forth in each other Section in ARTICLE 5 shall, in the aggregate, be true and correct in all respects except where the failure of such representations and warranties to be true and correct has not had or would not reasonably be expected to have a Material Adverse Effect; provided, that, for purposes of this sentence only, those representations and warranties which are qualified by references to "material" or "Material Adverse Effect" shall be deemed not to include such qualifications.

(b) Performance of Agreements and Covenants. Enova shall have performed in all material respects all obligations, covenants and agreements required to be performed by it under this Agreement at or prior to the Effective Time.

(c) Certificates. Enova shall have delivered to Grasshopper (i) a certificate, dated as of the Closing Date and signed on its behalf by its chief executive officer and its chief financial officer, to the effect that the conditions set forth in Section 8.1 as such conditions relate to Enova and in Sections 8.3(a), 8.3(b) and 8.3(d) have been satisfied, and (ii) certified copies of resolutions duly adopted by Enova's board

of directors evidencing the taking of all corporate action necessary to authorize the execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, all in such reasonable detail as Grasshopper and its counsel shall request.

(d) No Enova Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any Material Adverse Effect on Enova, nor shall any event or events have occurred that, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect on Enova.

## ARTICLE 9 TERMINATION

### 9.1. Termination.

Notwithstanding any other provision of this Agreement, and notwithstanding the Grasshopper Stockholder Approval, this Agreement may be terminated and the Mergers abandoned at any time prior to the Effective Time:

(a) by mutual written agreement of Enova and Grasshopper;

(b) by either Party, by written notice to the other Party, in the event (i) (A) any Regulatory Authority has denied a Requisite Regulatory Approval and such denial has become final, or has advised either Party in writing or both Parties orally that it will not grant (or intends to rescind or revoke if previously approved) a Requisite Regulatory Approval, or (B) any Regulatory Authority shall have requested that Enova, Grasshopper, or any of their respective Affiliates withdraw (other than for technical reasons), and not be permitted to resubmit within 60 days, any application with respect to a Requisite Regulatory Approval; provided, that the right to terminate this Agreement under this Section 9.1(b) (i) shall not be available to any Party whose failure to comply with any provision of this Agreement in any material respect has been the principal cause of, or resulted in, such denial, lack of grant or request, (ii) subject to the terminating Party's compliance with Section 7.17, the stockholders of Grasshopper fail to vote their approval of the matters relating to this Agreement and the transactions contemplated hereby at the Grasshopper Meeting where such matters were presented to such stockholders for approval and voted upon (taking into account any adjournment or postponement thereof as required by this Agreement), or (iii) any Law or Order permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement shall have become final and non-appealable, provided that the Party seeking to terminate this Agreement pursuant to this Section 9.1(b)(iii) shall, subject to Section 7.4, have used its reasonable best efforts to contest, appeal and remove such Law or Order prior to such Law or Order becoming final and non-appealable;

(c) by either Party, by written notice to the other Party, in the event that the Merger shall not have been consummated by December 4, 2026 (the "Termination Date"); provided, that Enova and Grasshopper may mutually agree to extend the Termination Date until the date that is 90 days following the initial Termination Date so long as Enova pays to Grasshopper an amount equal to \$5,000,000 in same-day funds to the account specified by Grasshopper by no later than two Business Days prior to the initial Termination Date for that purpose, in which case the "Termination Date" shall be deemed to be the date that is 90 days following the initial Termination Date; provided, further, that the right to terminate this Agreement under this Section 9.1(c) shall not be available to (i) any Party seeking to terminate if such Party is in material breach of, or has materially breached, this Agreement prior to the Closing where such breach primarily caused the failure of the Closing to occur by the Termination Date or (ii) any Party during the determination of the Final Grasshopper Tier 1 Leverage Ratio pursuant to Section 7.14 (including any period during which Grasshopper is taking action to increase Grasshopper's Tier 1 Leverage Ratio in accordance with the terms of Section 7.14);

(d) by either Party, by written notice to the other Party (provided that the terminating Party is not then in material breach of any representation, warranty, covenant or other agreement contained herein), if there shall have been a breach of any of the covenants or agreements or any of the representations or warranties (or any such representation or warranty shall cease to be true and correct) set forth in this Agreement on the part of Grasshopper, in the case of a termination by Enova, or Enova, in the case of a termination by Grasshopper, which breach or failure to be true and correct, individually or in the aggregate with all other breaches by such Party (or failures of such representations or warranties to be true and correct), would constitute, if occurring or continuing on the Closing Date, the failure of a condition set forth in Section 8.2, in the case of a termination by Enova, or Section 8.3, in the case of a termination by Grasshopper, and which is not cured within 45 days following written notice to Grasshopper, in the case of a termination by Enova, or Enova, in the case of a termination by Grasshopper, or by its nature or timing cannot be cured during such period (or such fewer days as remain prior to the date specified in Section 9.1(c)); or

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

## **9.2. Effect of Termination; Termination Fee.**

(a) Effect of Termination. In the event of the termination and abandonment of this Agreement pursuant to Section 9.1, this Agreement shall become void and have no further force or effect and there shall be no Liability on the part of any Party for matters addressed herein or other claim relating to this Agreement and the transactions completed hereby, except that (i) the provisions of this Section 9.2, Section 7.5(c), and ARTICLE 10, shall survive any such termination and abandonment and (ii) subject to Section 9.2(b), no such termination shall relieve the breaching Party from any Liability resulting from any actual and intentional fraud or willful breach by that Party of this Agreement occurring prior to such termination or abandonment.

(b) Termination Fee. In the event that Enova terminates this Agreement pursuant to Sections 9.1(b)(i), 9.1(b)(iii) or 9.1(e) prior to the 12-month anniversary of the date hereof, then Enova shall pay to Grasshopper an amount equal to \$5,000,000 (the “Reverse Termination Fee”) in same-day funds to the account specified by Grasshopper within two Business Days from the date of termination of this Agreement for that purpose. The payment of the Reverse Termination Fee by Enova pursuant to this Section 9.2(b) shall constitute liquidated damages and not a penalty, and, except in the case of actual and intentional fraud, the receipt of such fee by Grasshopper shall be the sole and exclusive remedy for damages against Enova for any loss suffered by Grasshopper as a result of any breach of any representation, warranty, covenant or agreement set forth herein, the failure of the transactions contemplated hereby to be consummated or any other theory of liability related to any of the foregoing or otherwise, whether at law or in equity, in contract, in tort or otherwise, and upon receipt by the Grasshopper of the Reverse Termination Fee, none of Enova or its Affiliates and representatives shall have any further liability or obligation relating to or arising out of this Agreement or the transactions contemplated hereby. The Parties acknowledge that the agreements contained in Section 9.2(b) are an integral part of the transactions contemplated by this Agreement, and that without these agreements, they would not enter into this Agreement. If Enova fails promptly to pay the amount due pursuant to this Section 9.2(b), and, in order to obtain such payment, Grasshopper commences a suit which results in a final and non-appealable judgment against Enova for the Reverse Termination Fee or any portion thereof, Enova shall pay the costs and expenses of Grasshopper (including reasonable attorneys’ fees and expenses) in connection with such suit. In addition, if Enova fails to pay the amounts payable pursuant to this Section 9.2(b), then Enova shall pay interest on such overdue amounts (for the period commencing as of the date that such overdue amount was originally required to be paid and ending on the date that such overdue amount is actually paid in full) at a rate per annum equal to the “prime rate”

as published in *The Wall Street Journal* on the date on which such payment was required to be made for the period commencing as of the date that such overdue amount was originally required to be paid.

### **9.3. Non-Survival of Representations and Covenants.**

The respective representations, warranties, obligations, covenants, and agreements of the Parties in this Agreement shall not survive the Effective Time except this Section 9.3, Sections 7.6, 7.7, 7.9, and 7.10, and ARTICLE 1, ARTICLE 2, ARTICLE 3, and ARTICLE 10, which shall survive in accordance with their respective terms. Notwithstanding the foregoing, nothing in this Agreement shall limit or restrict any party's right or ability to make any claim against, or recover any amounts from, any Party that has committed actual and intentional fraud in the making of the representations and warranties set forth herein.

## **ARTICLE 10 MISCELLANEOUS**

### **10.1. Definitions.**

(a) Except as otherwise provided herein, the capitalized terms set forth below shall have the following meanings:

“Acquisition Proposal” means any offer, inquiry, proposal or indication of interest (whether communicated to Grasshopper or publicly announced to Grasshopper's stockholders and whether binding or non-binding and whether written or oral) by any Person (other than a Enova Entity) for any transaction or series of related transactions, other than the transactions contemplated by this Agreement, involving: (i) any acquisition or purchase, direct or indirect, by any Person (other than an Enova Entity) of any equity interest in or any voting securities of any Grasshopper Entity; or (ii) any sale, lease, exchange, transfer, license, acquisition or disposition of all or a substantial portion of the Assets or business of any Grasshopper Entity.

“Affiliate” of a Person means any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person, including, in the case of any Person that is not a natural person, and “control” means (i) the ownership, control, or power to vote 25% or more of any class of voting securities of the other Person, (ii) control in any manner of the election of a majority of the directors, trustees, managing members or general partners of the other Person, or (iii) the possession, directly or indirectly, of the power to exercise a controlling influence over the management or policies of such Person, whether through the ownership of voting securities, as trustee or executor, by Contract or any other means.

“Anti-Corruption Laws” means all Laws relating to corruption, bribery, fraud, or improper payments, including the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and Laws enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials.

“Assets” of a Person means all of the assets, properties, deposits, businesses and rights of such Person of every kind, nature, character and description, whether real, personal or mixed, tangible or intangible, accrued or contingent, or otherwise relating to or utilized in such Person's business, directly or indirectly, in whole or in part, whether or not carried on

the Books and Records of such Person, and whether or not owned in the name of such Person or any Affiliate of such Person and wherever located.

“Average Closing Price” means the average of the daily closing prices for the shares of Enova Common Stock for the ten consecutive full trading days on which such shares are actually traded on NYSE (as reported by The Wall Street Journal or, if not reported thereby, any other authoritative source) ending at the close of trading on the Determination Date.

“BHC Act” means the federal Bank Holding Company Act of 1956.

“Books and Records” means all files, ledgers and correspondence, all manuals, reports, texts, notes, memoranda, invoices, receipts, accounts, accounting records and books, financial statements and financial working papers and all other records and documents of any nature or kind whatsoever, including those recorded, stored, maintained, operated, held or otherwise wholly or partly dependent on discs, tapes and other means of storage, including any electronic, magnetic, mechanical, photographic or optical process, whether computerized or not, and all software, passwords and other information and means of or for access thereto, belonging to any specified Person or relating to the business.

“Business Day” means any day other than a Saturday, a Sunday or a day on which all banking institutions in Chicago, Illinois or New York, New York are authorized or obligated by Law or executive order to close.

“Call Reports” mean Consolidated Reports of Condition and Income (FFIEC Form 041) or any successor form of the Federal Financial Institutions Examination Council of Grasshopper or Grasshopper Bank.

“Cash Consideration” means \$9.69; provided, that if the total number of shares of Grasshopper Common Stock (excluding treasury shares) issued and outstanding immediately prior to the Effective Time exceeds the Maximum Shares, then the Cash Consideration shall mean the amount that is equal to the quotient obtained by dividing (a) \$9.69 *multiplied by* the Maximum Shares by (b) the total number of shares of Grasshopper Common Stock issued and outstanding immediately prior to the Effective Time.

“Cash Warrant Amount” means \$2,500,000.

“Consent” means any consent, approval, authorization, clearance, exemption, waiver, non-objection, or similar affirmation by any Person pursuant to any Contract, Law, Order, or Permit.

“Contract” means any written or oral agreement, arrangement, authorization, commitment, contract, indenture, instrument, lease, license, mortgage, obligation, plan, practice, restriction, understanding, or undertaking of any kind or character, or other document to which any Person is a party or that is binding on any Person or its capital stock, Assets or business.

“Criticized Loan” means a Loan that was classified by a Grasshopper Entity as “Special Mention,” “Substandard,” “Doubtful,” “Loss,” or words of similar import.

“Default” means (i) any breach or violation of, default under, contravention of, conflict with, or failure to perform any obligations under any Contract, Law, Order, or Permit,

(ii) any occurrence of any event that with the passage of time or the giving of notice or both would constitute a breach or violation of, default under, contravention of, or conflict with, any Contract, Law, Order, or Permit, or (iii) any occurrence of any event that with or without the passage of time or the giving of notice would give rise to a right of any Person to exercise any remedy or obtain any relief under, terminate or revoke, suspend, cancel, or modify or change the current terms of, or renegotiate, or to accelerate the maturity or performance of, or to increase or impose any Liability under, any Contract, Law, Order, or Permit.

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

“Determination Date” shall mean the fifth Business Day prior to the Closing Date, provided that if shares of Enova Common Stock are not actually traded on NYSE on such day, the Determination Date shall be the immediately preceding day to the fifth Business Day prior to the Closing Date on which shares of Enova Common Stock actually trade on NYSE.

“Disclosure Memorandum” of a Party means a letter delivered by such Party to the other Party prior to execution of this Agreement, setting forth, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in ARTICLE 4 and ARTICLE 5 or to one or more of its covenants contained in this Agreement; provided, that (i) no such item is required to be set forth in a Disclosure Memorandum as an exception to a representation or warranty if its absence would not be reasonably likely to result in the related representation or warranty being deemed untrue, incomplete or incorrect, (ii) the mere inclusion of an item in a Disclosure Memorandum as an exception to a representation or warranty shall not be deemed an admission by a Party that such item represents a material exception or fact, event or circumstance or that such item is reasonably expected to result in a Material Adverse Effect on the Party making the representation or warranty, and (iii) any disclosures made with respect to a Section of ARTICLE 4 or ARTICLE 5 shall be deemed to qualify (A) any other Section of ARTICLE 4 or ARTICLE 5 specifically referenced or cross-referenced, and (B) other Sections of ARTICLE 4 or ARTICLE 5 to the extent it is reasonably apparent on its face (notwithstanding the absence of a specific cross reference) from a reading of the disclosure that such disclosure applies to such other sections.

“Employee Benefit Plan” means each pension, retirement, profit-sharing, deferred compensation, stock option, restricted stock, stock appreciation rights, employee stock ownership, share purchase, severance pay, vacation, bonus, incentive, retention, change in control or other incentive plan, medical, vision, dental or other health plan, any life insurance plan, flexible spending account, cafeteria plan, vacation, holiday, disability or any other employee benefit plan or fringe benefit plan, including any “employee benefit plan,” as that term is defined in Section 3(3) of ERISA and any other plan, fund, policy, program, practice, agreement, or arrangement providing compensation or other benefits,

whether or not such Employee Benefit Plan is or is intended to be (a) covered or qualified under the Internal Revenue Code, ERISA or any other applicable Law, (b) written or oral, (c) funded or unfunded, (d) actual or contingent, or (e) arrived at through collective bargaining or otherwise.

“Enova Benefit Plan” means each Employee Benefit Plan adopted, maintained, sponsored in whole or in part by, or contributed to by an Enova Entity for the benefit of employees or retirees, or their dependents or spouses.

“Enova Common Stock” means the \$0.00001 par value common stock of Enova.

“Enova Entities” means, collectively, Enova and all Enova Subsidiaries.

“Enova Financial Statements” means (i) the consolidated balance sheet (including related notes and schedules, if any) of Enova as of September 30, 2025, and as of December 31, 2024 and 2023, and the related statements of income, comprehensive income, stockholders’ equity, and cash flows (including related notes and schedules, if any) for the three and nine months ended September 30, 2025, and for each of the three fiscal years ended December 31, 2024, 2023 and 2022, as filed by Enova in SEC Documents and (ii) the balance sheet of Enova (including related notes and schedules, if any) and related statements of income, comprehensive income, stockholders’ equity, and cash flows (including related notes and schedules, if any) included in SEC Documents filed with respect to periods ended subsequent to September 30, 2025.

“Enova Restricted Stock Award” means each award of shares of Enova Common Stock or other Equity Right to shares of Enova Common Stock subject to vesting, repurchase or other lapse restriction granted under a Enova stock plan, including performance restricted stock units.

“Enova Stock Options” means each option or other Equity Right to purchase shares of Enova Common Stock pursuant to stock options or stock appreciation rights.

“Enova Subsidiaries” means the Subsidiaries of Enova, which shall include any corporation, bank, savings association, limited liability company, limited partnership, limited liability partnership or other organization acquired as a Subsidiary of Enova after the date hereof and held as a Subsidiary by Enova at the Effective Time.

“Environmental Laws” means all Laws, Orders, Permits, opinions or agency requirements relating to pollution or protection of human health or safety or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, and other Laws relating to emissions, discharges, releases, or threatened releases of any Hazardous Material, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of any Hazardous Material.

“Equity Rights” means all arrangements, calls, commitments, Contracts, options, restricted shares, restricted stock units, performance units, rights (including preemptive rights or redemption rights), stock appreciation rights, contingent value rights, “phantom” stock or similar securities or rights, scrip, units, understandings, warrants, or other binding obligations (including under any stockholder rights plan or other arrangement commonly

referred to as a “poison pill”) of any character whatsoever relating to, or securities or rights convertible into or exchangeable for, shares of the capital stock or equity interests of a Person or by which a Person is or may be bound to issue additional shares of its capital stock or other equity interests.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“Exchange Act” means the Securities Exchange Act of 1934.

“Exhibit” means the Exhibits so marked, copies of which are attached to this Agreement. Such Exhibits are hereby incorporated by reference herein and made a part hereof, and may be referred to in this Agreement and any other related instrument or document without being attached hereto.

“Extension of Credit” means any loan, revolving credit facility, letter of credit or other extension of credit or commitment to extend credit payable to any Grasshopper Entity.

“FDIC” means Federal Deposit Insurance Corporation.

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

“GAAP” means U.S. generally accepted accounting principles, consistently applied during the periods involved.

“Grasshopper Common Stock” means the \$0.01 par value common stock of Grasshopper.

“Grasshopper Entities” means, collectively, Grasshopper and Grasshopper Bank.

“Grasshopper ERISA Affiliate” means any entity which together with a Grasshopper Entity would be treated as a single employer under Internal Revenue Code Section 414.

“Grasshopper Financial Statements” means (i) the consolidated balance sheet (including related notes and schedules, if any) of Grasshopper as of December 31, 2024, 2023 and 2022, and the related statements of operations and comprehensive loss, changes in shareholders’ equity, and cash flows (including related notes and schedules, if any) for each of the three fiscal years ended December 31, 2024, 2023 and 2022, (ii) the consolidated balance sheet of Grasshopper as of September 30, 2025, and the related statement of income for the three and nine months ended September 30, 2025 and (iii) the consolidated balance sheet of Grasshopper and related statement of income and, if applicable, changes in shareholders’ equity and cash flows, in each case, with respect to periods ended subsequent to September 30, 2025.

“Grasshopper Stock Plan” means the Grasshopper 2019 Equity Incentive Plan, as amended from time to time.

“Grasshopper Tier 1 Leverage Ratio” means the ratio of Grasshopper’s regulatory tier 1 capital to Grasshopper’s average total consolidated assets, in each case, as calculated in the manner set forth in the Reference Financial Statements.

“Grasshopper Warrant Pro Rata Amount” means, with respect to each Grasshopper Warrant, the portion of the Cash Warrant Amount obtained by multiplying the Cash Warrant Amount by the fraction obtained by dividing (i) the aggregate number of shares of Grasshopper Common Stock underlying such Grasshopper Warrant immediately prior to the Effective Time by (ii) the aggregate number of shares of Grasshopper Common Stock underlying all Grasshopper Warrants outstanding immediately prior to the Effective Time as provided in Section 10.1 of Grasshopper’s Disclosure Memorandum.

“Hazardous Material” means (i) any hazardous substance, hazardous material, hazardous waste, regulated substance, or toxic substance (as those terms are defined by any applicable Environmental Laws), (ii) any chemicals, pollutants, contaminants, petroleum, petroleum products, or oil, lead-containing paint or plumbing, radioactive materials or radon, asbestos-containing materials and any polychlorinated biphenyls, and (iii) any other substance which has been, is, or may be the subject of regulatory action by any Regulatory Authority in connection with any Environmental Law.

“Intellectual Property” means any and all of the following in any jurisdiction throughout the world: (i) trademarks, service marks, business names, trade dress, any other names, marks or indicators of origin together with all applications and registrations and the goodwill associated with any of the foregoing (collectively “Trademarks”) (ii) copyrighted works and copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) internet domain name registrations; and (vi) data, databases and all other intellectual property and related proprietary rights, interests and protections.

“Internal Revenue Code” means the Internal Revenue Code of 1986.

“Key Employee” means an employee of any Grasshopper Entity having the position of Senior Vice President, the position of Director or any position above.

“Knowledge” or “knowledge” as used with respect to a Person (including references to such Person being aware of a particular matter) means the actual knowledge of, in the case of Grasshopper, those individuals set forth in Section 10.2 of Grasshopper’s Disclosure Memorandum and, in the case of Enova, those individuals set forth in Section 10.2 of Enova’s Disclosure Memorandum, and in each case, the knowledge of any such Persons obtained or which would have been obtained from a reasonable investigation.

“Law” means any code, law (including common law), ordinance, regulation, reporting or licensing requirement, rule, or statute applicable to a Person or its Assets, Liabilities, or business, including those promulgated, interpreted or enforced by any Regulatory Authority.

“Liability” means any direct or indirect, primary or secondary, liability, indebtedness, obligation, penalty, cost or expense (including costs of investigation, collection and defense), claim, deficiency, guaranty or endorsement of or by any Person (other than endorsements of notes, bills, checks, and drafts presented for collection or deposit in the Ordinary Course) of any type, whether accrued, absolute or contingent, liquidated or unliquidated, matured or unmatured, or otherwise.

“Lien” means any conditional sale agreement, default of title, easement, encroachment, encumbrance, hypothecation, infringement, lien, mortgage, pledge, option, right of first

refusal, reservation, restriction, security interest, title retention or other security arrangement, or any adverse right or interest, charge, or claim of any nature whatsoever of, on, or with respect to any property or property interest.

“Litigation” means any action, arbitration, cause of action, lawsuit, claim, complaint, criminal prosecution, governmental or other examination or investigation, audit (other than regular audits of financial statements by outside auditors), compliance review, inspection, hearing, administrative or other proceeding relating to or affecting a Party, its business, its records, its policies, its practices, its compliance with Law, its actions, its Assets (including Contracts related to it), or the transactions contemplated by this Agreement, but shall not include regular, periodic examinations of depository institutions or financial services companies and their Affiliates by Regulatory Authorities.

“Loan Documents” means, with respect to any Loan, all documentation in connection with the origination, processing, underwriting and credit approval of such Loan, including the promissory note and collateral security instruments related thereto.

“Loans” means any written or oral loan, loan agreement, note or borrowing arrangement (including leases, credit enhancements, guarantees and interest bearing assets) to which Grasshopper or Grasshopper Bank are party as a creditor.

“Material” or “material” for purposes of this Agreement shall be determined in light of the facts and circumstances of the matter in question; provided, that any specific monetary amount stated in this Agreement shall determine materiality in that instance.

“Material Adverse Effect” means with respect to any Party and its Subsidiaries, any fact, circumstance, event, change, effect, development or occurrence that, individually or in the aggregate together with all other facts, circumstances, events, changes, effects, developments or occurrences, directly or indirectly, (i) has had or would reasonably be expected to result in a material adverse effect on the condition (financial or otherwise), results of operations, Assets, liabilities (whether contingent or otherwise), prospects, privileges (whether contractual or otherwise), or business of such Party and its Subsidiaries taken as a whole; provided, that a “Material Adverse Effect” shall not be deemed to include effects to the extent resulting from (A) changes after the date of this Agreement in GAAP or regulatory accounting requirements, (B) changes after the date of this Agreement in Laws of general applicability to companies in the financial services industry, (C) changes after the date of this Agreement in global, national or regional political conditions or general economic or market conditions in the United States (and with respect to each of Grasshopper and Enova, in the respective markets in which they operate), including changes in prevailing interest rates, credit availability and liquidity, currency exchange rates, and price levels or trading volumes in the United States or foreign securities markets affecting other companies in the financial services industry, (D) after the date of this Agreement, general changes in the credit markets or general downgrades in the credit markets, (E) failure, in and of itself, to meet earnings projections or internal financial forecasts, but not including any underlying causes thereof unless separately excluded hereunder, or changes in the trading price of a Party’s common stock, in and of itself, but not including any underlying causes unless separately excluded hereunder, (F) the public disclosure of this Agreement and the impact thereof on relationships with customers or employees (it being understood that this Clause (F) shall not apply to a breach of any covenant, representation or warranty intended to address the announcement, pendency or consummation of the transactions contemplated hereby), (G) any outbreak or escalation of

hostilities, declared or undeclared acts of war or terrorism, or (H) the taking of any action by any Enova Entity, or the taking by any Grasshopper Entity that is expressly approved in writing by Enova or that is expressly required by this Agreement; or (I) the failure to take any action prohibited by Section 6.2 hereof with respect to which Enova has refused, upon Grasshopper's written request, to grant its consent; except, with respect to clauses (A), (B), (C), (D), and (H), to the extent that the effects of such change disproportionately affect such Party and its Subsidiaries, taken as a whole, as compared to other companies of similar size in the industry in which such Party and its Subsidiaries operate, or (ii) prevents or materially impairs the ability of such Party to timely consummate the transactions contemplated hereby.

“Mortgage Loans” means Extensions of Credit secured by real property or interest in real property that are or were owned, originated (or in the process of origination), made, entered into, serviced or subserviced by Grasshopper or its Subsidiaries.

“NYSE” means the New York Stock Exchange.

“OCC” means Office of the Comptroller of the Currency.

“Operating Property” means any property owned, leased, or operated by the Party in question or by any of its Subsidiaries or in which such Party or Subsidiary holds a security interest or other interest (including an interest in a fiduciary capacity), and, where required by the context, includes the owner or operator of such property, but only with respect to such property.

“Order” means any administrative decision or award, decree, injunction, judgment, order, consent decree, quasi-judicial decision or award, ruling, or writ of any federal, state, local or foreign or other court, arbitrator, mediator, tribunal, administrative agency, or Regulatory Authority.

“Ordinary Course” means the conduct of the business of the Party and its Subsidiaries, in substantially the same manner as such business was operated on the date of this Agreement, including operations in conformance and consistent with such Party's practices and procedures prior to and as of such date.

“Participation Facility” means any facility or property in which the Party in question or any of its Subsidiaries participates in the management and, where required by the context, said term means the owner or operator of such facility or property, but only with respect to such facility or property.

“Party” means either of Grasshopper or Enova, and “Parties” means Grasshopper and Enova.

“Permit” means any federal, state, local, or foreign governmental approval, authorization, certificate, easement, filing, franchise, license, notice, permit, or right to which any Person is a party or that is or may be binding upon or inure to the benefit of any Person or its securities, Assets, or business.

“Person” means a natural person or any legal or commercial entity, or Regulatory Authority, such as, but not limited to, a corporation, general partnership, joint venture,

limited partnership, limited liability company, limited liability partnership, trust, business association, group acting in concert, or any person acting in a Representative capacity.

“Personal Data” means all data or information that is linked to any reasonably identifiable Person and any other data or information that constitutes “personal data” or “personal information” under any applicable Privacy Laws, which information includes any financial, credit, transactional, medical or other information, names, addresses, social security or insurance numbers, telephone numbers, facsimile numbers, email addresses or other contact information, or any device identifier.

“Previously Disclosed” by a Party means information set forth in its Disclosure Memorandum or, with respect to Enova, information set forth in its SEC Documents that were filed after January 1, 2022, but prior to the date hereof (but disregarding risk factor disclosures contained under the heading “Risk Factors” or disclosures of risk factors set forth in any “forward-looking statements” disclaimer or other statements that are similarly non-specific or cautionary, predictive or forward-looking in nature).

“Proxy Statement/Prospectus” means the proxy statement and prospectus in definitive form relating to the meeting of Grasshopper’s stockholders to be held in connection with this Agreement and the transactions contemplated hereby (including any amendments or supplements thereto).

“Public Official” means (i) any employee, official, or Representative of any Regulatory Authority, (ii) any commercial enterprise that is owned or controlled by a Regulatory Authority, (iii) any public international organization, such as the International Monetary Fund, the United Nations or the World Bank, (iv) any Person acting in an official capacity for any Regulatory Authority, enterprise, or organization identified above, and (v) any political party, party official or candidate for political office.

“Reference Financial Statements” means the consolidated balance sheet and related statement of income of Grasshopper attached hereto as Exhibit E, which are as of and through the close of business on September 30, 2025, prepared in accordance with GAAP and regulatory accounting principles.

“Registration Statement” means the Registration Statement on Form S-4, or other appropriate form, including any pre-effective or post-effective amendments or supplements thereto, to be filed with the SEC by Enova under the Securities Act with respect to the shares of Enova Common Stock to be issued to the Holders pursuant to this Agreement.

“Regulatory Authority” means, collectively, the SEC, NYSE, state securities authorities, the Financial Industry Regulatory Authority, the Securities Investor Protector Corporation, applicable securities, commodities and futures exchanges, and other industry self-regulatory organizations, the Federal Reserve, the FDIC, the OCC, the Bureau of Consumer Financial Protection, the IRS, the DOL, the PBGC, and all other foreign, federal, state, county, local or other governmental, banking or regulatory agencies, authorities (including Taxing and self-regulatory authorities), instrumentalities, commissions, boards, courts, administrative agencies, commissions or bodies.

“Representative” means, with respect to any Person, any officer, director, employee, investment banker, financial or other advisor, attorney, auditor, accountant, consultant, or other representative or agent of or engaged or retained by such Person.

“SEC” means the United States Securities and Exchange Commission.

“SEC Documents” means all forms, proxy statements, registration statements, reports, schedules, and other documents filed, together with any amendments thereto, by any Enova Entities with the SEC on or after January 1, 2022.

“Securities Act” means the Securities Act of 1933.

“Securities Laws” means the Securities Act, the Exchange Act, the Investment Company Act of 1940, the Investment Advisers Act of 1940, the Trust Indenture Act of 1939, and the rules and regulations of any Regulatory Authority promulgated thereunder.

“Shareholder Rights Agreements” shall have the meaning ascribed to such term in Section 4.3(a) of Grasshopper’s Disclosure Memorandum.

“Stock Consideration” means a number of shares of Enova Common Stock equal to the quotient obtained by dividing (a) the amount of the Cash Consideration by (b) \$126.89, which represents the average of the daily volume weighted average prices of a share of Enova Common Stock on the New York Stock Exchange as determined on each day of the 30 consecutive trading day period ending on the day before the date of this Agreement.

“Subsidiaries” means all those corporations, limited liability companies, associations, or other business entities of which the entity in question either (i) owns or controls more than 50% of the outstanding equity securities or other ownership interests either directly or through an unbroken chain of entities as to each of which more than 50% of the outstanding equity securities is owned directly or indirectly by its parent (provided, there shall not be included any such entity the equity securities of which are owned or controlled in a fiduciary capacity), (ii) in the case of partnerships, serves as a general partner, (iii) in the case of a limited liability company, serves as a managing member, or (iv) otherwise has the ability to elect a majority of the directors, trustees or managing members thereof.

“Tax” or “Taxes” means any federal, state, county, local, or foreign taxes and any charges, fees, levies, imposts, duties, or other assessments, including income, gross receipts, excise, employment, sales, use, transfer, recording license, payroll, franchise, severance, documentary, stamp, occupation, windfall profits, environmental, commercial rent, capital stock, paid-up capital, profits, withholding, Social Security, single business and unemployment, real property, personal property, escheat, unclaimed property, registration, ad valorem, value added, goods and services, alternative or add-on minimum, estimated, or other tax, imposed or required to be withheld by the United States or any state, county, local or foreign government or subdivision or agency thereof, including any interest, penalties, and additions imposed thereon or with respect thereto (including any such interest, penalties, or additions imposed as a result of a failure to timely, correctly or completely file any Tax Return).

“Tax Return” means any report, return, information return, statement, claim for refund, or other document supplied to, or required to be supplied to a Regulatory Authority in connection with Taxes, including any return of an affiliated or combined or unitary group that includes a Party or its Subsidiaries and including any amendment, attachment, or schedule thereto.

“Transaction Documents” means this Agreement and all documents to be delivered at Closing in accordance with this Agreement, including the Subsidiary Plan of Merger and the Grasshopper Voting Agreement.

**10.2. Referenced Pages.**

The terms set forth below shall have the meanings ascribed thereto in the referenced pages:

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BaaS Vendor.....	32
Bank Merger .....	1
Bankruptcy and Equity Exceptions.....	13
Book-Entry Share .....	4
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Cash Election Cap.....	4
Cash Election Number .....	5
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Chosen Courts.....	83
Closing .....	2
Closing Date .....	2
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Covered Employee.....	56
D&O Indemnified Party.....	58
DGCL.....	1
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DOL .....	28
Effective Time .....	2
Election .....	8
Election Deadline.....	9
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Enova .....	1
Enova 401(k) Plan.....	57
Enova Certificates.....	9
Enova Interim Bank.....	1
Enova Regulatory Agreement.....	45
Enova SEC Reports.....	41
Enova Systems.....	46
Exchange Agent.....	8
Exchange Agent Agreement .....	8
Exchange Fund .....	9
Final <u>Grasshopper Tier 1 Leverage Ratio</u> .....	62

Fractional Share Payment .....	7
Grasshopper .....	1
Grasshopper Bank.....	1
Grasshopper Bank Common Stock.....	15
Grasshopper Bank Preferred Stock.....	15
Grasshopper Benefit Plan .....	28
Grasshopper Board Recommendation .....	52
Grasshopper Contracts.....	31
Grasshopper Meeting.....	52
Grasshopper Regulatory Agreement.....	32
Grasshopper Stock Option.....	6
Grasshopper Stockholder Approval.....	12
Grasshopper Systems.....	23
Grasshopper Voting Agreement .....	1
Grasshopper Warrant .....	7
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Independent Contractors .....	27
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Stock Election Shares .....	4
Subsidiary Plan of Merger .....	3
Surviving Bank .....	3
Surviving Corporation .....	1
Takeover Statutes.....	34
Tax Law .....	21
Tax Opinion .....	64
Termination Date .....	67
Trademarks .....	74
Transfer Taxes .....	56
WARN Act .....	28

Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed followed by the words “without limitation.” The word “or” shall not be exclusive and “any” means “any and all.” “Extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if”. The words “hereby,” “herein,” “hereof,” “hereunder” and similar terms refer to this Agreement as a whole and not to any specific Section. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. If a word or phrase is defined, the other grammatical forms of such word or phrase have a corresponding meaning. A reference to a document, agreement or instrument also refers to all addenda, exhibits or schedules thereto. A reference to any “copy” or “copies” of a document, agreement or instrument means a copy or copies that are true, complete and correct. Unless otherwise specified in this Agreement, all accounting terms used in this Agreement will be interpreted, and all accounting determinations under this Agreement will be made, in accordance with GAAP. Any capitalized terms used in any schedule, Exhibit or Disclosure Memorandum but not otherwise defined therein shall have the meaning set forth in this Agreement. All references to “dollars” or “\$” in this Agreement are to United States dollars. All references to “the transactions contemplated by this Agreement” (or similar phrases) include the transactions provided for in this Agreement, including the Mergers. Any Contract or Law defined or referred to herein or in any Contract that is referred to herein means such Contract or Law as from time to time amended, modified or supplemented, including (in the case of Contracts) by waiver or consent and (in the case of Law) by succession of comparable successor Law and references to all attachments thereto and instruments incorporated therein. The term “made available” means any document or other information that was (i) provided (whether by physical or electronic delivery) by one Party or its Representatives to the other Party or its Representatives at least two Business Days prior to the date hereof, (ii) included in the virtual data room (on a continuation basis without subsequent modification) of a Party at least two Business Days prior to the date hereof, or (iii) filed by a Party with the SEC and publicly available on EDGAR at least two Business Days prior to the date hereof.

**10.3. Expenses.**

Except as otherwise provided herein, each of the Parties shall bear and pay all direct costs and expenses incurred by it or on its behalf in connection with the transactions contemplated hereunder, including filing, registration and application fees, printing and mailing fees, and fees and expenses of its own financial or other consultants, investment bankers, accountants, and counsel, except that each of the Parties shall bear and pay one-half of the filing fees payable in connection with the Registration Statement and the Proxy Statement/Prospectus and printing costs incurred in connection with the printing of the Registration Statement and the Proxy Statement/Prospectus.

**10.4. Entire Agreement; No Third Party Beneficiaries.**

This Agreement (including the Disclosure Memorandum of each of Grasshopper and Enova, the Exhibits, and the other documents and instruments referred to herein) together with the Confidentiality Agreement, the Subsidiary Plan of Merger and the Grasshopper Voting Agreements constitute the entire agreement between the Parties with respect to the transactions contemplated hereunder and thereunder and supersedes all prior arrangements or understandings with respect thereto, written or oral. Nothing in this Agreement (including the documents and instruments referred to herein) expressed or implied, is intended to confer upon any Person, other than the Parties or their respective successors, any rights, remedies, obligations, or liabilities under or by reason of this Agreement, other than as specifically provided in Sections 7.10 and 9.3. The representations and warranties in this Agreement are the product of negotiations

among the Parties and are for the sole benefit of the Parties. Any inaccuracies in such representations and warranties are subject to waiver by the Parties in accordance herewith without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the Parties of risks associated with particular matters regardless of the knowledge of any of the Parties. Consequently, Persons other than the Parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date. Notwithstanding any other provision hereof to the contrary, no Consent of any third party beneficiary will be required to amend, modify or waive any provision of this Agreement.

#### **10.5. Amendments.**

To the extent permitted by Law, this Agreement may be amended by a subsequent writing signed by each of the Parties upon the approval of each of the Parties, whether before or after the Grasshopper Stockholder Approval has been obtained; provided, that after obtaining the Grasshopper Stockholder Approval, there shall be made no amendment that requires further approval by such stockholders.

#### **10.6. Waivers.**

At any time prior to the Effective Time, the Parties, by action taken or authorized by their respective boards of directors, may, to the extent permitted by Law, (a) extend the time for the performance of any of the obligations or other acts of the other Parties, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or satisfaction of any conditions contained herein; provided, that after the Grasshopper Stockholder Approval has been obtained, there may not be, without further approval of such stockholders, any extension or waiver of this Agreement or any portion thereof that requires further approval under applicable Law. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply with an obligation, covenant, agreement or condition. No failure or delay by any Party in exercising any right, power, remedy or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

#### **10.7. Assignment.**

Except as expressly contemplated hereby, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party (whether by operation of Law or otherwise) without the prior written consent of the other Party. Any purported assignment in contravention hereof shall be null and void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

#### **10.8. Notices.**

All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered by hand, by registered or certified mail, postage pre-paid, return receipt requested, or by courier or overnight carrier, or by email (with confirmed receipt) to the Persons at the addresses set forth below (or at such other address as may be provided hereunder), and shall be deemed to have been delivered as of the date so delivered; provided, that delivery by email shall be deemed delivered when transmitted if transmitted prior to 6:00 p.m. Central Time, and, if not, the next Business Day:

Enova: Enova International, Inc.  
175 West Jackson Blvd., Suite 600  
Chicago, Illinois 60604  
Attention: General Counsel  
Email: [\*\*\*]

Copy to Counsel: Covington & Burling LLP  
One CityCenter, 850 Tenth Street, NW  
Washington, DC 20001  
Facsimile Number: (202) 778-5986  
Attention: Charlotte May; Allison Schiffman  
Email: cmay@cov.com; aschiffman@cov.com

Grasshopper: Grasshopper Bancorp, Inc.  
261 5th Avenue, Suite 610  
New York, NY 10016  
Attention: Michael Butler, CEO  
Telephone: [\*\*\*]  
Email: [\*\*\*]

Copy to Counsel: Squire Patton Boggs (US) LLP  
201 East Fourth Street, Suite 1900  
Cincinnati, Ohio 45202  
Attention: James Barresi  
Email: james.barresi@squirepb.com

#### **10.9. Governing Law; Jurisdiction; Waiver of Jury Trial**

(a) The Parties agree that this Agreement shall be governed by and construed in all respects in accordance with, and all disputes arising out of or in connection with this Agreement or the transactions contemplated hereby shall be resolved under, the Laws of the State of Delaware without regard to any conflict of Laws or choice of Law principles that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction.

(b) Each Party agrees that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby (whether brought by any Party or any of its Affiliates or against any Party or any of its Affiliates) shall be brought in the Delaware Chancery Court or, if such court shall not have jurisdiction, in any federal or other state court of competent jurisdiction located in the State of Delaware (the “Chosen Courts”), and, solely in connection with such suit, action or proceeding, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party, and (iv) agrees that service of process upon such party in any such action or proceeding will be effective if notice is given in accordance with Section 10.8.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR OTHER PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR

RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.9.

#### **10.10. Counterparts; Signatures.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by electronic means, including by e-mail delivery of a “.pdf” format data file, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party to any such agreement or instrument shall raise the use of electronic means, including e-mail delivery of a “.pdf” format data file, to deliver a signature to this Agreement or any amendment or waiver hereto or any agreement or instrument entered into in connection with this Agreement or the fact that any signature or agreement or instrument was transmitted or communicated through the use of electronic means, including e-mail delivery of a “.pdf” format data file, as a defense to the formation of a Contract and each Party forever waives any such defense.

#### **10.11. Interpretation.**

(a) The captions, table of contents and headings contained in this Agreement are for reference purposes only and are not part of this Agreement. Unless otherwise indicated, all references to particular Articles, Sections or Exhibits shall mean and refer to the referenced Articles, Sections and Exhibits of this Agreement.

(b) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any Party, whether under any rule of construction or otherwise. No Party shall be considered the draftsman. The Parties acknowledge and agree that this Agreement has been reviewed, negotiated, and accepted by all Parties and their attorneys and, unless otherwise defined herein, the words used shall be construed and interpreted according to their ordinary meaning so as fairly to accomplish the purposes and intentions of all Parties.

#### **10.12. Enforcement of Agreement.**

The Parties agree that irreparable damage would occur and that the Parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the Parties shall be entitled, without the requirement of posting bond, to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity. Each of the Parties waives any defense in any action for specific performance that a remedy at law would be adequate.

**10.13. Severability.**

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

**10.14. Confidential Supervisory Information.**

Information and documents commonly known as “confidential supervisory information” that is prohibited from disclosure under 12 C.F.R. § 261.2(b) or 12 C.F.R. § 4.32(b) shall not be disclosed by any Party, and nothing in this Agreement shall require such disclosure or be understood as constituting such disclosure. To the extent legally permissible, appropriate substitute or alternative disclosures or actions shall be made or taken under circumstances in which the limitations of the preceding sentence apply.

*[signatures on following page]*

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized officers as of the day and year first above written.

**ENOVA INTERNATIONAL, INC.**

By: /s/ David Fisher  
Name: David Fisher  
Title: Chief Executive Officer

**GRASSHOPPER BANCORP, INC.**

By: /s/ Michael Butler  
Name: Michael Butler  
Title: Chief Executive Officer

**PUBLIC EXHIBIT B**

Amendment to the Merger Agreement

**AMENDMENT NO. 1  
TO  
AGREEMENT AND PLAN OF MERGER**

THIS AMENDMENT NO. 1 (this “Amendment”) to the Agreement and Plan of Merger, dated as of December 10, 2025 (the “Merger Agreement”) is made and entered into as of December 18, 2025, by and between Enova International, Inc. (“Enova”), a Delaware corporation, and Grasshopper Bancorp, Inc. (“Grasshopper”), a Delaware corporation.

WHEREAS, in accordance with Section 10.5 of the Merger Agreement, Enova and Grasshopper desire to amend certain provisions of the Merger Agreement as described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Merger Agreement and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. Definitions. Terms used herein and not defined shall have the meanings ascribed thereto in the Merger Agreement.

2. Amendments.

(a) Section 2.1(c) of the Merger Agreement is hereby amended and restated in its entirety as follows:

“Each share of Grasshopper Common Stock issued and outstanding immediately prior to the Effective Time (excluding the Canceled Shares and the Dissenting Shares) shall be converted, in accordance with the procedures set forth in this Agreement, into the right to receive the following consideration from Enova, in each case without interest:

(i) the Stock Consideration; and

(ii) the Cash Consideration.”

(b) Section 2.1(d) of the Merger Agreement is hereby amended and restated in its entirety as follows:

“All shares of Grasshopper Common Stock, when so converted pursuant to Section 2.1(c), shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate (a “Certificate”) or book entry share (a “Book-Entry Share”) registered in the transfer books of Grasshopper that immediately prior to the Effective Time represented shares of Grasshopper Common Stock shall cease to have any rights with respect to such Grasshopper Common Stock other than the right to receive the Stock Consideration and the Cash Consideration in accordance with, and subject to, Section 2.1 and ARTICLE 3, including the right, if any, to receive the Fractional Share Payment together with the amounts, if any, payable pursuant to Section 3.2(d) (collectively, the “Merger Consideration”).”

(c) Section 2.2 of the Merger Agreement is hereby amended and restated in its entirety as follows.

“Intentionally Omitted.”

(d) Section 2.4(a) of the Merger Agreement is hereby amended and restated in its entirety as follows:

“Grasshopper Stock Options. At the Effective Time, each option granted by Grasshopper to purchase a share of Grasshopper Common Stock under the Grasshopper Stock Plan, whether vested or unvested (a “Grasshopper Stock Option”), that is outstanding and unexercised immediately prior to the Effective Time shall, automatically and without any required action on the part of the holder thereof, be fully vested and then canceled and converted into the right to receive from Enova, no later than 10 Business Days following the Closing Date, a cash payment (less any required Tax withholding) equal to the product (rounded up to the nearest whole cent) of (i) the number of shares of Grasshopper Common Stock subject to such Grasshopper Stock Option immediately prior to the Effective Time, multiplied by (ii) the difference, if positive, between the Per Share Cash Amount and the exercise price of the Grasshopper Stock Option. Any Grasshopper Stock Option with an exercise price that equals or exceeds the Per Share Cash Amount shall be canceled with no consideration being paid to the optionholder with respect to such Grasshopper Stock Option.”

(e) Section 3.1 of the Merger Agreement is hereby amended and restated in its entirety as follows:

“Intentionally Omitted.”

(f) Section 3.2(a) of the Merger Agreement is hereby amended and restated in its entirety as follows:

“Deposit of Merger Consideration. At or immediately prior to the Effective Time, Enova shall deposit, or shall cause to be deposited, with an exchange agent appointed by Enova (the “Exchange Agent”), for the benefit of holders of record of shares of Grasshopper Common Stock (excluding the Canceled Shares and Dissenting Shares) issued and outstanding immediately prior to the Effective Time (“Holders”), for exchange in accordance with this ARTICLE 3, (i) evidence of shares in book-entry form or, at the option of Enova, certificates (collectively referred to as “Enova Certificates”) for shares of Enova Common Stock equal to the aggregate Stock Consideration and (ii) immediately available funds for (A) the aggregate Cash Consideration, (B) any Fractional Share Payment, to the extent then determinable, and, (C) after the Effective Time, if applicable, any dividends or distributions which such Holders have the right to receive pursuant to Section 3.2(d) (collectively, the “Exchange Fund”). The Exchange Agent shall invest any cash included in the Exchange Fund as directed by Enova, provided, that no such investment or losses thereon shall affect the amount of Merger Consideration. Any interest and other income resulting from such investments shall be paid to Enova. Enova shall instruct the Exchange Agent to timely pay the Merger Consideration in accordance with this Agreement.”

(g) Section 3.2(b) of the Merger Agreement is hereby amended and restated in its entirety as follows:

“Delivery of Merger Consideration. As soon as reasonably practicable after the Effective Time, and in any event not later than five Business Days following the Effective Time, Enova shall cause the Exchange Agent to mail to each Holder of a Certificate (and Book-Entry Share, if required by the Exchange Agent or at the request of Enova), a notice

advising such Holders of the effectiveness of the Merger, including appropriate transmittal materials specifying that delivery shall be effected, and risk of loss and title to the Certificates or Book-Entry Shares shall pass, only upon proper delivery of the Certificates or Book-Entry Shares, together with properly completed and duly executed transmittal materials, duly executed on behalf of each Person effecting the surrender of such Certificates or Book-Entry Shares, and shall be in such form and have such other provisions as Enova or the Exchange Agent may reasonably specify, and instructions for surrendering the Certificates or Book-Entry Shares to the Exchange Agent in exchange for the consideration for which such Person may be entitled pursuant to ARTICLE 2 and this ARTICLE 3 (such materials and instructions to include customary provisions with respect to delivery of an “agent’s message” with respect to book-entry shares). Upon proper surrender of a Certificate or Book-Entry Share for exchange and cancellation to the Exchange Agent, together with the appropriate transmittal materials, duly completed and validly executed in accordance with the instructions thereto, and such other documents as may be required pursuant to such instructions, the Holder of such Certificate or Book-Entry Share shall be entitled to receive in exchange therefor (i) the Stock Consideration in non-certificated book-entry form which such Holder has the right to receive in respect of the Certificate or Book-Entry Share surrendered pursuant to the provisions of this Agreement and (ii) a check representing the amount of (A) the Cash Consideration which such Holder has the right to receive in respect of the Certificate or Book-Entry Share surrendered pursuant to the provisions of this Agreement, (B) any Fractional Share Payment (if any), and (C) any dividends or distributions (if any) which the Holder thereof has the right to receive pursuant to Section 3.2(d), and the Certificate or Book-Entry Share so surrendered shall forthwith be canceled. No interest will be paid or accrued for the benefit of Holders on the Merger Consideration or any Fractional Share Payment (if any) payable upon the surrender of the Certificates or Book-Entry Shares.”

(h) Section 3.2(c) of the Merger Agreement is hereby amended and restated in its entirety as follows:

“Share Transfer Books. At the Effective Time, the share transfer books of Grasshopper shall be closed, and thereafter there shall be no further registration of transfers of shares of Grasshopper Common Stock. From and after the Effective Time, Holders who held shares of Grasshopper Common Stock immediately prior to the Effective Time shall cease to have rights with respect to such shares, except as otherwise provided for herein. Until surrendered for exchange in accordance with the provisions of this Section 3.2, each Certificate or Book-Entry Share theretofore representing shares of Grasshopper Common Stock (other than the Canceled Shares) shall from and after the Effective Time represent for all purposes only the right to receive the Merger Consideration provided in this Agreement in exchange therefor, subject, however, to Enova’s obligation to pay any dividends or make any other distributions with a record date prior to the Effective Time which have been declared or made by Grasshopper in respect of such shares of Grasshopper Common Stock in accordance with the terms of this Agreement and which remain unpaid at the Effective Time. On or after the Effective Time, any Certificates or Book-Entry Shares presented to the Exchange Agent or the Surviving Corporation for any reason shall be canceled and exchanged for the Merger Consideration, any Fractional Share Payment (if any) and any dividends or distributions (if any) pursuant to Section 3.2(d) with respect to the shares of Grasshopper Common Stock formerly represented thereby.”

(i) The last sentence of Section 4.3(a) of the Merger Agreement is hereby amended and restated in its entirety as follows:

“As of the Effective Time, no more than (1) 36,115,245 shares of Grasshopper Common Stock will be issued and outstanding (excluding treasury shares and excluding any shares of Grasshopper Common Stock issued upon the exercise of any Grasshopper Stock Option or Grasshopper Warrant, in each case, that was issued and outstanding as of the date hereof (such shares issued upon exercise, the “Exercised Shares” and 36,115,245 plus the number of Exercised Shares, the “Maximum Shares”)), (2) 28,673 shares of Grasshopper Common Stock will be held by Grasshopper in its treasury, and (3) no shares of Grasshopper preferred stock will be issued and outstanding or held by its treasury.”

(j) The definition of “Cash Consideration” in Section 10.1 of the Merger Agreement is hereby amended and restated in its entirety as follows:

““Cash Consideration” means \$4.845; provided, that if the total number of shares of Grasshopper Common Stock (excluding treasury shares) issued and outstanding immediately prior to the Effective Time exceeds the Maximum Shares, then the Cash Consideration shall mean the amount that is equal to the quotient obtained by dividing (a) \$4.845 *multiplied by* the Maximum Shares by (b) the total number of shares of Grasshopper Common Stock issued and outstanding immediately prior to the Effective Time.”

(k) Section 10.1 of the Merger Agreement is hereby amended by inserting the following additional defined term (in appropriate alphabetical order):

““Per Share Cash Amount” means the amount that is the result of the Cash Consideration *multiplied by* two.”

(l) Section 10.2 of the Merger Agreement is hereby amended by (i) deleting the following defined terms: “Cash Election”, “Cash Election Cap”, “Cash Election Number”, “Cash Election Shares”, “Election”, “Election Deadline”, “Election Form”, “Exchange Agent Agreement”, “Mailing Date”, “Non Election Shares”, “Shortfall Floor Number”, “Stock Election”, and “Stock Election Shares”, and (ii) adding the following defined terms: “Exercised Shares” and “Per Share Cash Amount”.

3. Effect of Amendment. This Amendment shall not constitute an amendment or waiver of any provision of the Merger Agreement not expressly amended or waived herein and shall not be construed as an amendment, waiver or consent to any action that would require an amendment, waiver or consent except as expressly stated herein. The Merger Agreement, as amended by this Amendment, is and shall continue to be in full force and effect and is in all respects ratified and confirmed hereby.

4. References to the Merger Agreement. After giving effect to this Amendment, unless the context otherwise requires, each reference in the Merger Agreement to “this Agreement”, “hereof”, “hereunder”, “herein”, or words of like import referring to the Merger Agreement shall refer to the Merger Agreement as amended by this Amendment, provided that references in the Merger Agreement to “as of the date hereof” or “as of the date of this Agreement” or words of like import shall continue to refer to December 10, 2025.

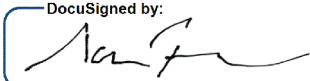
5. Miscellaneous Terms. The provisions of Sections 10.3 through 10.14 of the Merger Agreement shall apply *mutatis mutandis* to this Amendment, and to the Merger Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms as modified hereby.

6. Incorporation. In any publication of the Merger Agreement, the text of the amendment of Sections 2.1(c), 2.1(d), 2.2, 2.4(a), 3.1, 3.2(a), 3.2(b), 3.2(c), 4.3(a), 10.1 and 10.2 of, the Merger Agreement may be substituted for, or supplement, as applicable, the original text of Sections 2.1(c), 2.1(d), 2.2, 2.4(a), 3.1, 3.2(a), 3.2(b), 3.2(c), 4.3(a), 10.1 and 10.2 of, the Merger Agreement and incorporated in the Merger Agreement as though they were originally set forth therein without publishing or reproducing the entirety of this Amendment.

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

**IN WITNESS WHEREOF**, each of the Parties has caused this Amendment to be executed on its behalf by its duly authorized officers as of the day and year first above written.

**ENOVA INTERNATIONAL, INC.**

By:  \_\_\_\_\_  
DocuSigned by:  
002D4E641AFA4DA...  
Name: David Fisher  
Title: Chief Executive Officer

**GRASSHOPPER BANCORP, INC.**


By: \_\_\_\_\_  
Name: Michael Butler  
Title: Chief Executive Officer

**IN WITNESS WHEREOF**, each of the Parties has caused this Amendment to be executed on its behalf by its duly authorized officers as of the day and year first above written.

**ENOVA INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name: David Fisher  
Title: Chief Executive Officer

**GRASSHOPPER BANCORP, INC.**

By:  \_\_\_\_\_  
Name: Michael Butler  
Title: Chief Executive Officer

**PUBLIC EXHIBIT C**

Form of Voting Agreement

## FORM OF VOTING AGREEMENT

This VOTING AGREEMENT (this “Agreement”) is made and entered into as of December 10, 2025, by and among Enova International, Inc., a Delaware corporation (“Enova”), Grasshopper Bancorp, Inc., a Delaware corporation (“Grasshopper”), and the undersigned stockholder [and director][and executive officer] of Grasshopper (each such undersigned, as to himself, herself or itself, “Stockholder”).

### RECITALS

A. Concurrently with the execution of this Agreement, Enova and Grasshopper are entering into an Agreement and Plan of Merger, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the “Merger Agreement”), pursuant to which, among other things, Grasshopper will merge with and into Enova (the “Merger”), with Enova as the surviving corporation in the Merger, and, immediately thereafter, an interim national bank and wholly owned subsidiary of Enova to be formed following the date hereof (“Enova Interim Bank”) will merge with and into Grasshopper Bank, a national bank and wholly owned subsidiary of Grasshopper (“Grasshopper Bank”, and together with Grasshopper, “Grasshopper Group”), with Grasshopper Bank as the surviving bank.

B. As of the date hereof, Stockholder [is a [director][officer] of Grasshopper and] has Beneficial Ownership (as defined below) of, in the aggregate, those shares of Grasshopper Common Stock set forth on the signature page hereto executed by Stockholder (collectively, the “Existing Shares”), which, by virtue of the Merger, will be converted, pursuant to the Merger Agreement, into the right to receive the Merger Consideration, and therefore the Merger is expected to be of substantial benefit to Stockholder.

C. As a condition and inducement to Enova entering into the Merger Agreement, Enova has required that Stockholder agree, and Stockholder has agreed, to enter into this Agreement and abide by the covenants and obligations set forth herein.

D. Stockholder understands and acknowledges that Grasshopper and Enova are entitled to rely on (i) the truth and accuracy of Stockholder’s representations and warranties contained herein and (ii) Stockholder’s performance of the obligations set forth herein.

E. Other Persons, as a condition and inducement to Enova entering into the Merger Agreement, will enter into and abide by the covenants and obligations set forth in substantially similar voting agreements.

NOW, THEREFORE, in consideration of the premises, representations, warranties, covenants and other agreements contained in the Merger Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as set forth herein.

1. Defined Terms. The following capitalized terms, as used in this Agreement, shall have the meanings set forth below. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Merger Agreement. If the terms of this Agreement

conflict in any way with the terms of the Merger Agreement, then the terms of the Merger Agreement shall control.

1.1 “Affiliate” of a Person means any other Person directly, or indirectly through one or more intermediaries, Controlling, Controlled by or under common Control with such Person.

1.2 “Beneficial Ownership” by a Person of any securities means ownership by any Person who, directly or indirectly, through any Contract, arrangement, understanding, relationship or otherwise, has or shares (a) voting power which includes the power to vote, or to direct the voting of, such security; and/or (b) investment power which includes the power to dispose, or to direct the disposition, of such security; and shall otherwise be interpreted in accordance with the term “beneficial ownership” as defined in Rule 13d-3 adopted by the SEC under the Exchange Act; provided, that for purposes of determining Beneficial Ownership, a Person shall be deemed to be the Beneficial Owner of any securities which such Person has, at any time during the term of this Agreement, the right to acquire pursuant to any Contract, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise (irrespective of whether the right to acquire such securities is exercisable immediately or only after the passage of time, including the passage of time in excess of 60 days, the satisfaction of any conditions, the occurrence of any event or any combination of the foregoing). The terms “Beneficially Own” and “Beneficially Owned” shall have a correlative meaning.

1.3 “Control” (including the terms “Controlling”, “Controlled by” and “under common Control with”), with respect to the relationship between or among two or more Persons, means (a) the ownership, control, or power to vote 25% or more of any class of voting securities of the other Person, (b) control in any manner of the election of a majority of the directors, trustees, managing members or general partners of the other Person, or (c) the possession, directly or indirectly, of the power to exercise a controlling influence over the management or policies of the other Person, whether through the ownership of voting securities, as trustee or executor, by Contract or any other means.

1.4 “Constructive Sale” means, with respect to any security, a short sale with respect to such security, entering into or acquiring an offsetting derivative Contract with respect to such security, entering into or acquiring a futures or forward Contract to deliver such security or entering into any other hedging or other derivative transaction that has the effect of either directly or indirectly materially changing the economic benefits and risks of ownership of such security.

1.5 “Covered Shares” means (a) prior to the Effective Time, Stockholder’s Existing Shares, together with any shares of Grasshopper Common Stock or other capital stock of Grasshopper and any securities convertible into or exercisable or exchangeable for shares of Grasshopper Common Stock or other capital stock of Grasshopper, in each case that Stockholder acquires Beneficial Ownership of on or after the date hereof and (b) after the Effective Time, any shares of Enova Common Stock that Stockholder receives as part of the Merger Consideration, together with any shares of Enova Common Stock or other capital stock of Enova and any securities convertible into or exercisable or exchangeable for shares of Enova Common Stock or other capital stock of Enova, in each case that Stockholder acquires Beneficial Ownership of on or

after the Effective Time. Covered Shares shall not include those shares of Grasshopper Common Stock, or Enova Common Stock, as applicable, over which Stockholder may exercise voting or investment power as a fiduciary.

1.6 “Encumbrance” means any security interest, pledge, mortgage, lien (statutory or other), charge, option to purchase, lease or other right to acquire any interest or any claim, restriction, covenant, title defect, hypothecation, assignment, voting trust or agreement, deposit arrangement or other encumbrance of any kind or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement).

1.7 “Expiration Time” means the earlier of (a) the Effective Time, (b) the valid termination of the Merger Agreement in accordance with Article 9 of the Merger Agreement and (c) the termination of this Agreement as it applies to a Stockholder by mutual consent of Enova and such Stockholder.

1.8 “Family Member” means the spouse of Stockholder, an immediate family member of Stockholder or an immediate family member of Stockholder’s spouse, in each case living in Stockholder’s household or whose principal residence is Stockholder’s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship, employment or otherwise). “Immediate family member” as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.

1.9 “Permitted Transfer” means a Transfer (a) as the result of the death of Stockholder by Stockholder to a descendant, heir, executor, administrator, testamentary trustee, lifetime trustee or legatee of Stockholder, (b) to Grasshopper in connection with the vesting, settlement or exercise of Grasshopper equity awards to satisfy any withholding for the payment of taxes incurred in connection with such vesting, settlement or exercise, or, in respect of Enova equity awards, the exercise price thereon, (c) as is otherwise permitted by Enova in its sole discretion, (d) by operation of Law, (e) to Affiliates (including trusts) and Family Members in connection with estate and tax planning purposes, (f) to any other stockholder and director and/or executive officer of Grasshopper who has executed a copy of this Agreement on the date hereof, or (g) that does not involve a disposition for value; provided, that in the case of the foregoing clauses (a), (b), (d), (e), (f) and (g), prior to the effectiveness of such Transfer, such transferee executes and delivers to Enova and Grasshopper an agreement that is identical to this Agreement or such other written agreement, in form and substance acceptable to Enova, to assume all of Stockholder’s obligations hereunder in respect of the Covered Shares subject to such Transfer and to be bound by the terms of this Agreement, with respect to the Covered Shares subject to such Transfer, to the same extent as Stockholder is bound hereunder and to make each of the representations and warranties hereunder in respect of the Covered Shares transferred as Stockholder shall have made hereunder.

1.10 “Transfer” means, with respect to any security, the direct or indirect assignment, sale, transfer, tender, exchange, pledge, hypothecation, or the grant, creation or suffrage of an Encumbrance in or upon, or the gift, placement in trust, or the Constructive Sale or other disposition of such security (including transfers by testamentary or intestate succession or

otherwise by operation of Law) or any right, title or interest therein (including, but not limited to, any right or power to vote to which the holder thereof may be entitled, whether such right or power is granted by proxy or otherwise), or the record or Beneficial Ownership thereof, the offer to make such a sale, transfer, Constructive Sale or other disposition, and each Contract, arrangement or understanding, whether or not in writing, to effect any of the foregoing (other than a proxy for the purpose of voting Stockholder's Covered Shares in accordance with Section 2.1 hereof).

## 2. Agreement to Vote.

2.1 Stockholder hereby irrevocably and unconditionally agrees that, prior to the Expiration Time, at every meeting of Grasshopper's Stockholders, however called, including any adjournment or postponement thereof, and in connection with any written consent of stockholders of Grasshopper, Stockholder shall, in each case to the fullest extent that such matters are submitted for the vote or written consent of Stockholder and that the Covered Shares are entitled to vote thereon or consent thereto: (a) appear at each such meeting or otherwise cause the Covered Shares as to which Stockholder has the right to vote to be counted as present thereat for purposes of calculating a quorum; and (b) vote (or cause to be voted), in person or by proxy, or deliver (or cause to be delivered) a written consent covering, all of the Covered Shares as to which Stockholder controls the right to vote: (i) in favor of the approval of the Merger Agreement and the consummation of the transactions contemplated thereby, and any actions required in furtherance thereof; and (ii) against (A) any Acquisition Proposal, (B) any action or agreement that could result in a breach of any covenant, representation or warranty or any other obligation of Grasshopper under the Merger Agreement, and (C) any action, agreement, amendment to any agreement or organizational document, transaction, matter or proposal submitted for the vote or written consent of the stockholders of Grasshopper that is intended or would reasonably be expected to impede, interfere with, prevent, delay, postpone, discourage, frustrate the purposes of or adversely affect the Mergers or the other transactions contemplated by the Merger Agreement or this Agreement or the performance by Grasshopper of its obligations under the Merger Agreement. Stockholder shall not make any statement, written or oral, to the effect that he, she or it does not support the Merger or that other Stockholders of Grasshopper should not support the Merger.

2.2 Stockholder hereby covenants and agrees that, except for this Agreement, Stockholder (a) has not entered into, and shall not enter into at any time while this Agreement remains in effect, any voting agreement or voting trust or any other Contract with respect to any of the Covered Shares, (b) has not granted, and shall not grant at any time while this Agreement remains in effect, a proxy, Consent or power of attorney with respect to any of the Covered Shares, except any proxy, Consent or power of attorney to carry out the intent of this Agreement, (c) shall not commit any act, except for Permitted Transfers, that could restrict or affect his, her or its legal power, authority and right to vote any of the Covered Shares then held of record or Beneficially Owned by Stockholder, or otherwise reasonably expected to prevent, delay or disable Stockholder from performing any of his or her obligations under this Agreement, and (d) has not taken and shall not take any action that would reasonably be expected to make any representation or warranty of Stockholder contained herein untrue or incorrect or have the effect of impeding, preventing, delaying, postponing, discouraging, interfering with, disabling or adversely affecting Stockholder's performance of any of his, her or its obligations under this Agreement.

### 2.3 Prohibition on Transfers; Other Actions.

(a) Prior to the Expiration Time and during the period commencing as of the Effective Time and continuing to and including the 270<sup>th</sup> day after the Closing Date, Stockholder shall not (and will cause any Family Member not to): (i) Transfer any of the Covered Shares, Beneficial Ownership thereof or any other interest specifically therein unless such Transfer is a Permitted Transfer; (ii) enter into any Contract with any Person, or take any other action, that violates or conflicts with or would reasonably be expected to violate or conflict with, or result in or give rise to a violation of or conflict with, Stockholder's representations, warranties, covenants and obligations under this Agreement (including with respect to any proposed Transfer); (iii) except as otherwise permitted by this Agreement or required by Order, take any action that could restrict or otherwise affect Stockholder's legal power, authority and right to vote all of the Covered Shares then Beneficially Owned by Stockholder or otherwise comply with and perform Stockholder's covenants and obligations under this Agreement; or (iv) publicly announce any intention to do any of the foregoing ((i) through (iv) collectively, the "Lock-Up"). Any Transfer in violation of this provision shall be void. Following (x) the date hereof, Grasshopper, and (y) the Effective Date, Enova, shall notify its transfer agent that there is a stop transfer order with respect to all of the Covered Shares and that this Agreement places limits on the voting of the Covered Shares.

(b) Stockholder understands and agrees that if Stockholder or any Family Member of Stockholder attempts to Transfer, vote or provide any other Person with the authority to vote any of the Covered Shares other than in compliance with this Agreement, Grasshopper or Enova, as applicable, shall not, and Stockholder hereby unconditionally and irrevocably instructs Grasshopper or Enova, as applicable, to not (A) permit such Transfer on its books and records, (B) issue a new certificate representing any of the Covered Shares, unless and until Stockholder shall have complied with the terms of this Agreement or (C) record such vote unless and until Stockholder shall have complied with the terms of this Agreement.

(c) The restrictions set forth in Section 2.3(a) shall not apply with respect to a Permitted Transfer; provided, that no filing by any party to the Permitted Transfer under Section 16(a) of the Exchange Act shall be required or shall be made voluntarily in connection with such transfer other than a filing of a Form 5 made after the Effective Time or Lock-Up Period, if applicable. Stockholder agrees that, prior to engaging in any transaction or taking any other action that is subject to the terms of this Section 2.3(c), it will give notice thereof to Enova and will not consummate such transaction or take any such action unless it has received prior written consent from Enova.

(d) Subject to Stockholder's compliance with the terms of this Agreement, (A) as of the 90<sup>th</sup> day after the Closing Date (the "First Release Date"), the Lock-Up set forth in Section 2.3(a) shall not apply with respect to 33% of the Covered Shares as of that date that are subject to the Lock-Up, (B) as of the 180<sup>th</sup> day after the Closing Date (the "Second Release Date"), the Lock-Up set forth in Section 2.3(a) shall not apply with respect to 66% of the Covered Shares as of that date that are subject to the Lock-Up as of the Effective Time, and (C) as of the 270<sup>th</sup> day after the Closing Date (the "Third Release Date"), the Lock-Up set forth in Section 2.3(a) shall cease to apply with respect to all Covered Shares.

2.4 Certain Events. Stockholder agrees that this Agreement and the obligations hereunder shall attach to the Covered Shares and shall be binding upon any Person to which legal or Beneficial Ownership of the Covered Shares shall pass, whether by operation of Law or otherwise, including Stockholder's successors or assigns. In the event of a stock split, stock dividend, merger (other than the Merger), exchange, reorganization, recapitalization or distribution, or any change in the capital structure of Grasshopper affecting the Grasshopper Common Stock, or Enova affecting the Enova Common Stock, the terms "Existing Shares" and "Covered Shares" shall be deemed to refer to and include such shares as well as all such additional securities of Grasshopper or Enova and any securities into which or for which any or all of such securities may be changed or exchanged or which are received in such transaction.

2.5 Notice of Acquisitions. Stockholder hereby agrees to notify Grasshopper and Enova as promptly as practicable (and in any event within two Business Days after receipt) in writing of (a) any additional shares of Grasshopper Common Stock or other securities of Grasshopper, or of Enova Common Stock or other securities of Enova, of which Stockholder acquires Beneficial Ownership on or after the date hereof (including the number thereof) and (b) any proposed Permitted Transfers of the Covered Shares, Beneficial Ownership thereof or other interest specifically therein.

2.6 Acquisition Proposals. Until the Expiration Time, Stockholder (in Stockholder's capacity as such) shall not, and shall use his or her reasonable best efforts to cause his or her Affiliates and each of their respective Representatives not to, directly or indirectly, (a) solicit, initiate, seek, encourage (including by providing information or assistance), facilitate or induce any Acquisition Proposal; (b) engage or participate in any discussions or negotiations regarding, or furnish or cause to be furnished to any Person any confidential or nonpublic information or data in connection with, or afford access to the business, personnel, Assets or Books and Records of the Grasshopper Entities, in connection with, or take any other action to facilitate any inquiries or the making of any offer or proposal that constitutes, or may reasonably be expected to lead to, an Acquisition Proposal; (c) adopt, approve, endorse, recommend, agree to or accept, or propose to adopt, approve, endorse, recommend, agree to or accept, any Acquisition Proposal; (d) solicit proxies or become a "participant" in a "solicitation" (as such terms are defined in the Exchange Act) with respect to an Acquisition Proposal or otherwise encourage or assist any party in taking or planning any action that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit the timely consummation of the Merger in accordance with the terms of the Merger Agreement; (e) initiate a stockholders' vote or action by consent of Grasshopper's stockholders with respect to an Acquisition Proposal; (f) except by reason of this Agreement, become a member of a "group" (as such term is used in Section 13(d) of the Exchange Act) with respect to any voting securities of Grasshopper that takes any action in support of an Acquisition Proposal; or (g) encourage or assist any party in taking or planning any action that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit the timely consummation of the Merger in accordance with the terms of the Merger Agreement. In the event Stockholder shall receive or become aware of any Acquisition Proposal subsequent to the date hereof, Stockholder shall promptly inform Grasshopper, and Grasshopper shall inform Enova as contemplated by Section 7.2(c) of the Merger Agreement, as to any such matter and the details thereof to the maximum extent possible without violating his, her or its duties. Without limiting the foregoing, it is agreed that any violation of the restrictions set forth in

this Section 2.6 by any Affiliate or Representative of Stockholder shall constitute a breach of this Section 2.6 by Stockholder.

## 2.7 Non-Solicitation and Non-Disparagement.

(a) [Stockholder hereby covenants and agrees that, for a period commencing on the Closing Date and terminating on the first anniversary of the Closing Date (the “Restricted Period”), Stockholder shall not directly or indirectly (including through any Person Stockholder may be engaged by as an employee, agent, consultant, director, equity holder, member, manager, partner or in any other capacity) without Enova’s prior written consent (other than for the benefit of Enova or its Affiliates), solicit, call upon, communicate with or attempt to communicate (whether by mail, telephone, electronic mail, personal meeting or any other means, excluding general solicitations of the public that are not based in whole or in part on any list of customers of Grasshopper, Grasshopper Bank, the Surviving Corporation, the Surviving Bank or any of their respective Affiliates) with any Person that is or was a customer of Grasshopper or any of its Affiliates (including Grasshopper Bank) during the one-year period preceding the Closing Date for the purpose of engaging in opportunities related to a business which is directly or indirectly Competitive with the business of the Grasshopper Group. For purposes of this Agreement, a business will be deemed “Competitive” with the Grasshopper Group if it performs any of the services or manufactures or sells any products of the same type provided or offered by the Grasshopper Group or if it performs any other services and/or engages in the marketing, production, manufacture, distribution or sale of any product or service similar to the services or products which were performed, produced, marketed, manufactured, distributed, sold, under development or planned by the Grasshopper Group during Stockholder’s affiliation with the Grasshopper Group, or which could substitute for such products or services, including, without limitation, the business of commercial banking.

(b) Stockholder hereby covenants and agrees that during the Restricted Period, Stockholder shall not directly or indirectly, as employee, agent, consultant, director, equity holder, member, manager, partner or in any other capacity, without Enova’s prior written consent, employ, engage, recruit, hire, solicit or induce, or cause others to solicit or induce, for employment or engagement, any employee of Grasshopper or its Affiliates (including Grasshopper Bank) from and after the date hereof (excluding (i) general solicitations of the public that are not based on any list of, or directed at, employees of Grasshopper or its Affiliates (including Grasshopper Bank), (ii) solicitations of any employee who was terminated by Grasshopper or its Affiliates (including Grasshopper Bank) following the Closing Date or, with the prior written consent of Enova, prior to the Closing Date, and, in each case, prior to the time of the hire or solicitation for hire), and (iii) solicitations of any employee who resigned from employment with Grasshopper or its Affiliates at least six months prior to the time of the hire or solicitation for hire).]

(c) Stockholder hereby covenants and agrees that during the Restricted Period, Stockholder shall not directly or indirectly (including through any Person Stockholder may be engaged by as an employee, agent, consultant, director, equity holder, member, manager, partner or in any other capacity) without Enova’s prior written consent (other than for the benefit of Enova or its Affiliates), knowingly interfere with or damage (or attempt to interfere with or damage) any relationship between Grasshopper, Grasshopper Bank, the Surviving Corporation, the Surviving Bank or any of their respective Affiliates and any Person that is or was a customer,

supplier, licensee, licensor, franchisee or other business relations of Grasshopper or any of its Affiliates (including Grasshopper Bank) during the one-year period preceding the Closing Date (including making, publishing or communicating any negative, defamatory or disparaging statements, remarks or comments concerning or alluding to Grasshopper, Grasshopper Bank, the Surviving Corporation, the Surviving Bank or any of their respective Affiliates or any of their respective officers or employees or other associated third parties or make any maliciously false statements about Grasshopper, Grasshopper Bank, the Surviving Corporation, the Surviving Bank or any of their respective Affiliates or any of their respective employees and officers); provided that, nothing in this Section 2.7(c) shall be deemed to prohibit Stockholder from making any statements, remarks, or comments (a) required by Law, or (b) in connection with any Litigation.

2.8 Waiver of Appraisal Rights. Stockholder irrevocably waives and agrees not to exercise any appraisal rights or dissenters' rights in respect of the Covered Shares that may arise in connection with the Merger and agrees not to commence, participate in, assist or knowingly encourage in any way any action to seek (or file any petition related to) appraisal rights or dissenters' rights in connection with the Merger, including pursuant to Section 262 of the DGCL.

2.9 Irrevocable Consent. Stockholder agrees that Stockholder will not bring, commence, institute, maintain, prosecute, participate in or voluntarily aid any Litigation, in law or in equity, in any court or before any Regulatory Authority, that (a) challenges the validity of or seeks to enjoin the operation of any provision of this Agreement or the consummation of the Merger and the other transactions contemplated by the Merger Agreement or (b) alleges that the execution and delivery of this Agreement by Stockholder, either alone or together with any other voting or stockholder agreements and the Proxy Statement/Prospectus, breaches any duty of the board of directors of Grasshopper or any member thereof or of any holder of Grasshopper capital stock or other Grasshopper securities.

2.10 Reasonable Efforts. On the terms and subject to the conditions of this Agreement, Stockholder agrees to execute and deliver such additional documents as Enova may reasonably request and use its reasonable best efforts to take, or cause to be taken, all appropriate actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated hereby as promptly as practicable. Without limiting the foregoing, Stockholder shall execute and deliver to Enova and any of its designees any proxies reasonably requested by Enova with respect to Stockholder's voting obligations under this Agreement.

2.11 Disclosure. Stockholder hereby authorizes Enova and Grasshopper to publish and disclose in any announcement or disclosure required by applicable Law and in the Proxy Statement/Prospectus, Stockholder's identity and ownership of the Covered Shares and the nature of Stockholder's obligation under this Agreement.

3. Agreements of Enova. Enova hereby covenants and agrees that during the Restricted Period, Enova shall not knowingly make, publish, or communicate any negative, defamatory or disparaging statements, remarks or comments which are untrue about Stockholder, or any of its Affiliates or any of their respective directors or officers or make any maliciously false statements about Stockholder, or any of its Affiliates or any of their respective directors or officers; provided that, that nothing in this Section 3 shall be deemed to prohibit Enova from making any

statements, remarks or comments (a) permitted under the Merger Agreement, (b) required by Law or the rules or regulations of any securities exchange, (c) regarding any employees of Enova or any of its subsidiaries, in ordinary course performance evaluations, or (d) in connection with any Litigation.

4. Representations and Warranties of Stockholder. Stockholder hereby represents and warrants to Enova and Grasshopper as follows, which representations and warranties are accurate in all respects as of the date hereof, and will be accurate in all respects as of the Closing Date, the First Release Date, the Second Release Date, and the Third Release Date as if made on each such date (provided that representations and warranties which are confined to a specified date shall speak only as of such date):

4.1 Ownership of Securities. As of the date hereof, except for the Covered Shares, Stockholder is not the Beneficial Owner or registered owner of any other shares of Grasshopper Common Stock or rights to acquire Grasshopper Common Stock. The Existing Shares are, and all of the Covered Shares owned by Stockholder following the date hereof will be, Beneficially Owned and owned of record by Stockholder except to the extent such Covered Shares are transferred after the date hereof pursuant to a Permitted Transfer. Following the date hereof, Stockholder has and will have good and marketable title to the Covered Shares, free and clear of any Encumbrances other than those imposed by applicable Securities Laws. Stockholder has and will have at all times sole voting power (including the right to control such vote as contemplated herein), sole power of disposition, sole power to issue instructions with respect to the matters set forth in Section 2 hereof, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of Stockholder's Existing Shares and with respect to all of the Covered Shares owned by Stockholder at all times. Stockholder has possession of an outstanding certificate or outstanding certificates representing all of the Covered Shares (other than Covered Shares held in book-entry form) and such certificate or certificates does or do not contain any legend or restriction inconsistent with the terms of this Agreement, the Merger Agreement or the other transactions contemplated by the Merger Agreement. Stockholder's principal residence or place of business is set forth on the signature page hereto.

4.2 Power, Authorization and Validity. If Stockholder is an entity (including a trust), Stockholder is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Stockholder is a U.S. Person. Stockholder has all requisite power and authority (if Stockholder is an entity) or legal capacity (if Stockholder is a natural Person) to enter into this Agreement, and to perform Stockholder's obligations under this Agreement. The execution and delivery of this Agreement by Stockholder and the consummation by Stockholder of the transactions contemplated by this Agreement have been duly authorized by all necessary action, if any, on the part of Stockholder. This Agreement has been duly executed and delivered by Stockholder and constitutes a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with its terms, subject only to the effect, if any, of (i) applicable bankruptcy and other similar Laws affecting the rights of creditors generally and (ii) rules of Law governing specific performance, injunctive relief and other equitable remedies.

4.3 No Conflict. The execution and delivery by Stockholder of this Agreement and Stockholder's performance of Stockholder's obligations under this Agreement will not: (i) result in the creation of any Encumbrances (other than Encumbrances created pursuant hereto) on

any of the Covered Shares or (ii) conflict with, or result in any violation of or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit under, or require any consent, approval or waiver from any Person pursuant to, (A) if Stockholder is an entity, any provision of the organizational documents of Stockholder, each as currently in effect, (B) any Contract to which Stockholder is a party or by which Stockholder or any of the Covered Shares is bound or affected or (C) any Laws.

4.4 No Consents. No consent, approval, order, authorization, release or waiver of, or registration, declaration or filing with, any Regulatory Authority or other Person is necessary or required to be made or obtained by Stockholder to enable Stockholder to lawfully execute and deliver, enter into, and perform his, her or its obligations under this Agreement.

4.5 Legal Proceedings. As of the date hereof, there is no Litigation pending or, to the knowledge of Stockholder, threatened against or affecting Stockholder or any of its, his or her Affiliates that would reasonably be expected to restrict, prohibit, prevent or impair the ability of Stockholder to perform it, his or her obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

4.6 No Brokers. No broker, finder, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial adviser's or other similar fee or commission in connection with this Agreement based upon arrangements made by or on behalf of Stockholder.

4.7 Tax Matters. Stockholder has had an opportunity to review with his, her or its own tax advisors the tax consequences of the Merger and the transactions contemplated by the Merger Agreement. Stockholder understands that he, she or it must rely solely on his, her or its advisors and not on any statements or representations made by Enova, Grasshopper or any of their agents or representatives. Stockholder understands that Stockholder (and not Enova or Grasshopper) shall be responsible for any tax Liability of Stockholder that may arise as a result of the Merger or the transactions contemplated by the Merger Agreement.

4.8 Reliance by Enova and Grasshopper. Stockholder understands and acknowledges that Enova and Grasshopper are entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement and the representations and warranties of Stockholder contained herein.

5. Representations and Warranties of Enova. Enova hereby represents and warrants to Stockholder as follows, which representations and warranties are accurate in all respects as of the date hereof, and will be accurate in all respects as of the Closing Date, the First Release Date, the Second Release Date, and the Third Release Date as if made on each such date (provided that representations and warranties which are confined to a specified date shall speak only as of such date):

5.1 Power; Binding Agreement. Enova has all requisite power and authority to enter into this Agreement. The execution and delivery of this Agreement by Enova have been duly authorized by all necessary action, if any, on the part of Enova. This Agreement has been duly executed and delivered by Enova and constitutes a valid and binding obligation of Enova,

enforceable against Enova in accordance with its terms, subject only to the effect, if any, of (i) applicable bankruptcy and other similar Laws affecting the rights of creditors generally and (ii) rules of Law governing specific performance, injunctive relief and other equitable remedies.

5.2 No Conflict. The execution and delivery by Enova of this Agreement and Enova's performance of Enova's obligations under this Agreement will not conflict with, or result in any violation of or default under any provision of the organizational documents of Enova, each as currently in effect.

6. Representations and Warranties of Grasshopper. Grasshopper hereby represents and warrants to Stockholder as follows, which representations and warranties are accurate in all respects as of the date hereof, and will be accurate in all respects as of the Closing Date, the First Release Date, the Second Release Date, and the Third Release Date as if made on each such date (provided that representations and warranties which are confined to a specified date shall speak only as of such date):

6.1 Power; Binding Agreement. Grasshopper has all requisite power and authority to enter into this Agreement. The execution and delivery of this Agreement by Grasshopper have been duly authorized by all necessary action, if any, on the part of Grasshopper. This Agreement has been duly executed and delivered by Grasshopper and constitutes a valid and binding obligation of Grasshopper, enforceable against Grasshopper in accordance with its terms, subject only to the effect, if any, of (i) applicable bankruptcy and other similar Laws affecting the rights of creditors generally and (ii) rules of Law governing specific performance, injunctive relief and other equitable remedies.

6.2 No Conflict. The execution and delivery by Grasshopper of this Agreement and Grasshopper's performance of Grasshopper's obligations under this Agreement will not conflict with, or result in any violation of or default under any provision of the organizational documents of Grasshopper, each as currently in effect.

7. Waiver; Termination and Release.

7.1 To the extent any of the Covered Shares are shares of non-voting Grasshopper Common Stock, Stockholder hereby agrees and acknowledges that each such share of non-voting Grasshopper Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive the Merger Consideration as set forth in the Merger Agreement, and Stockholder hereby waives any right to receive non-voting securities in connection with the Merger or the other transactions contemplated by the Merger Agreement pursuant to Section A-1(6) of Grasshopper's Certificate of Incorporation.

7.2 Subject to and effective upon the Closing, Stockholder, on behalf of itself and each of its Affiliates, and Grasshopper hereby terminate the Shareholder Rights Agreement entered into by and among Grasshopper and [●], dated [●] (the "Stockholder Rights Agreement") in all respects, and the Stockholder Rights Agreement and all provisions therein shall be of no further force and effect from and after the consummation of the Merger, including any provision thereof that, pursuant to the terms of the Stockholder Rights Agreement, would otherwise survive the termination of the Stockholder Rights Agreement, provided, however, that Stockholder's and

its Affiliates' confidentiality obligations in Section 3(g) (Confidentiality) thereof shall survive the Closing for a period of one year after the date hereof.

7.3 Subject to and effective upon the Closing, Stockholder, on behalf of itself and each of its Affiliates, and each of its current and former officers, directors, employees, partners, members, advisors, successors and assigns (collectively, the "Releasing Parties"), hereby irrevocably and unconditionally (a) releases and forever discharges Grasshopper, Enova, and each of their respective past, present and future successors, predecessors, assigns, directors, managers, officers, employees, agents, partners, members, affiliates (corporate or otherwise), equityholders, parent companies, controlling persons, family members, and legal representatives (collectively, the "Released Parties"), of and from any and all losses, liabilities, damages, obligations, suits, claims, debts, accounts, covenants, contracts, causes of action, proceedings and judgments of any kind, arising out of, in connection with or relating to the Stockholder Rights Agreement, in each case, whether in law, equity or otherwise, known or unknown, suspected or unsuspected (including any fiduciary duty claims against the Released Parties) that any Releasing Party now has, has had or could have asserted against any of the Released Parties on or prior to the date hereof ("Claims and Losses") and (b) waives any and all rights and Claims and Losses it has or may have now or in the future against the Released Parties arising under or in respect of any breaches of the Stockholder Rights Agreement.

## 8. Miscellaneous.

8.1 Termination. This Agreement shall remain in effect until the earlier to occur of (a) the termination of the Merger Agreement in accordance with Article 9 of the Merger Agreement, (b) the valid termination of this Agreement as it applies to a Stockholder by mutual written consent of Enova and such Stockholder, and (c) the Third Release Date; provided, that the provisions of this Section 8 shall survive any termination of this Agreement and Section 2.7 shall survive in accordance with its terms only if this Agreement terminates pursuant to clause (c) (and not clauses (a) or (b)) of this Section 8. Notwithstanding the foregoing, nothing herein shall relieve or otherwise limit any party of liability for fraud, or willful or intentional breach of this Agreement.

8.2 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Enova or Grasshopper any direct or indirect ownership or incidence of ownership of or with respect to any Covered Shares. All rights, ownership and economic benefits of and relating to the Covered Shares shall remain vested in and belong to Stockholder, and Enova or Grasshopper shall not have any authority to direct Stockholder in the voting or disposition of any of the Covered Shares, except as otherwise provided herein.

8.3 Notices. All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered by hand, by registered or certified mail, postage pre-paid, return receipt requested, or by courier or overnight carrier, or by email (with confirmed receipt) to the Persons at the addresses set forth below (or at such other address as may be provided hereunder), and shall be deemed to have been delivered as of the date so delivered; provided, that delivery by email shall be deemed delivered when transmitted if transmitted prior to 6:00 p.m. Central Time, and, if not, the next Business Day:

Enova:

Enova International, Inc.  
175 West Jackson Blvd., Suite 600  
Chicago, Illinois 60604  
Attention: General Counsel  
Email: [\*\*\*]

Copy to Counsel (which shall not constitute notice):

Covington & Burling LLP  
One CityCenter  
850 Tenth Street, NW  
Washington, DC 20001  
Attention: Charlotte May; Allison Schiffman  
Email: cmay@cov.com; aschiffman@cov.com

Grasshopper:

Grasshopper Bancorp, Inc.  
261 5<sup>th</sup> Avenue, Suite 610  
New York, NY 10016  
Attention: Michael Butler, CEO  
Telephone: [\*\*\*]  
Email: [\*\*\*]

Copy to Counsel (which shall not constitute notice):

Squire Patton Boggs (US) LLP  
201 East Fourth Street, Suite 1900  
Cincinnati, Ohio 45202  
Attention: James Barresi  
Email: james.barresi@squirepb.com

if to Stockholder, at the address set forth below Stockholder's signature on the signature page executed by Stockholder, or such other address for Stockholder on file with Enova.

8.4 Interpretations. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party, whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsman. The parties acknowledge and agree that this Agreement has been reviewed, negotiated, and accepted by all parties and their attorneys and, unless otherwise defined herein, the words used shall be construed and interpreted according to their ordinary meaning so as fairly to accomplish the purposes and intentions of all parties hereto. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed followed by the words "without limitation." The word "or" shall not be exclusive and "any" means "any and all." "Extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if". The words "hereby," "herein," "hereof," "hereunder" and similar terms refer to this Agreement as a whole and not to any specific Section. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.

8.5 Headings. The captions and headings contained in this Agreement are for reference purposes only and are not part of this Agreement. Unless otherwise indicated, all references to particular Sections shall mean and refer to the referenced Sections of this Agreement.

8.6 Counterparts; Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by electronic means, including by e-mail delivery of a “.pdf” format data file, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of electronic means, including e-mail delivery of a “.pdf” format data file, to deliver a signature to this Agreement or any amendment or waiver hereto or any agreement or instrument entered into in connection with this Agreement or the fact that any signature or agreement or instrument was transmitted or communicated through the use of electronic means, including e-mail delivery of a “.pdf” format data file, as a defense to the formation of a contract and each party hereto forever waives any such defense.

8.7 Entire Agreement. This Agreement and, to the extent referenced herein, the Merger Agreement, together with the several agreements and other documents and instruments referred to herein or therein or annexed hereto or thereto, constitute the entire agreement among the parties hereto with respect to the transactions contemplated hereunder and thereunder and supersedes all prior arrangements or understandings with respect thereto, written or oral.

8.8 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.

(a) The parties agree that this Agreement shall be governed by and construed in all respects in accordance with, and all disputes arising out of or in connection with this Agreement or the transactions contemplated hereby shall be resolved under, the Laws of the State of Delaware without regard to any conflict of Laws or choice of Law principles that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction.

(b) Each party agrees that it will bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions contemplated hereby exclusively in any federal or state court of competent jurisdiction located in the State of Delaware (the “Chosen Courts”), and, solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party, and (iv) agrees that service of process upon such party in any such action or proceeding will be effective if notice is given in accordance with Section 8.3.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO

INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR OTHER PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.8.

8.9 Amendments; Waivers. To the extent permitted by Law, this Agreement may be amended or waived by a subsequent writing signed by each of the parties upon the approval of each of the parties. The parties hereto may, to the extent permitted by Law, (a) extend the time for the performance of any of the obligations or other acts of the other parties, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or satisfaction of any conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply with an obligation, covenant, agreement or condition. No failure or delay by any party hereto in exercising any right, power, remedy or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

8.10 Enforcement of Agreement. The parties hereto agree that irreparable damage would occur and that the parties hereto would not have any adequate remedy at law in the event that any of the provisions of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled, without the requirement of posting bond, to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties waives any defense in any action for specific performance that a remedy at law would be adequate.

8.11 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so

broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

8.12 Assignment. Except as expressly contemplated hereby, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto (whether by operation of Law or otherwise) without the prior written consent of the other parties. Any purported assignment in contravention hereof shall be null and void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

8.13 Third Party Beneficiaries. Nothing in this Agreement expressed or implied, is intended to confer upon any Person, other than the parties or their respective successors, any rights, remedies, obligations, or liabilities under or by reason of this Agreement. The representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties. Any inaccuracies in such representations and warranties are subject to waiver by the parties hereto in accordance herewith without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties hereto of risks associated with particular matters regardless of the knowledge of any of the parties hereto. Consequently, Persons other than the parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date. Notwithstanding any other provision hereof to the contrary, no Consent, approval or agreement of any third party beneficiary will be required to amend, modify or waive any provision of this Agreement.

8.14 Stockholder Capacity. Notwithstanding any other provision contained in this Agreement, this Agreement applies solely to Stockholder in Stockholder's capacity as a stockholder of Grasshopper and Stockholder makes no agreement or understanding in this Agreement in Stockholder's capacity as a director or officer of Grasshopper or any subsidiary of Grasshopper (if Stockholder holds such office), and nothing in this Agreement: (a) will limit or affect any actions or omissions taken by Stockholder in Stockholder's capacity as such a director or officer, including in exercising rights under the Merger Agreement, and no such actions or omissions shall be deemed a breach of this Agreement; or (b) will be construed to prohibit, limit or restrict Stockholder from exercising Stockholder's fiduciary duties as an officer or director to Grasshopper or Grasshopper's stockholders.

8.15 Expenses. Each of the parties hereto shall bear and pay all direct costs and expenses incurred by it or on its behalf in connection with the transactions contemplated hereunder.

*[Signature Page Follows]*

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

ENOVA INTERNATIONAL, INC.:

By: \_\_\_\_\_  
Name:  
Title:

GRASSHOPPER BANCORP, INC.:

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Voting Agreement]*

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

Stockholder:

\_\_\_\_\_  
(Print Name of Stockholder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name and title if signing on behalf of an entity)

\_\_\_\_\_  
(Print Address)

\_\_\_\_\_  
(Print Address)

\_\_\_\_\_  
(Print Telephone Number)

\_\_\_\_\_  
(Print E-mail Address)

\_\_\_\_\_  
(Social Security or Tax I.D. Number)

Shares beneficially owned on the date hereof (collectively, the Existing Shares):

\_\_\_\_\_ shares of Grasshopper Common Stock

*[Signature Page to Voting Agreement]*

**PUBLIC EXHIBIT D**

Investor Presentation



# To Acquire Grasshopper Bank

*Creating a Leading Digital Bank*

December 11, 2025

Public Exhibit D - Page 1  
© Enova International, Inc.

# Notices and Disclaimers

## **Non-GAAP Financial Information**

In addition to the financial information prepared in conformity with generally accepted accounting principles in the United States ("GAAP"), Enova International, Inc. ("Enova") provides historical non-GAAP financial information. Enova presents non-GAAP financial information because such measures are used by management in understanding the activities and business metrics of Enova's operations. Management believes that these non-GAAP financial measures reflect an additional way of viewing aspects of Enova's business that, when viewed with its GAAP results, provide a more complete understanding of factors and trends affecting its business.

## **Adjusted Earnings Measures**

Enova provides adjusted earnings and adjusted earnings per share, or, collectively, the Adjusted Earnings Measures, which are non-GAAP measures. Management believes that the presentation of these measures provides investors with greater transparency and facilitates comparison of operating results across a broad spectrum of companies with varying capital structures, compensation strategies, derivative instruments and amortization methods, which can provide a more complete understanding of Enova's financial performance, competitive position and prospects for the future. Management utilizes, and also believes that investors utilize, the Adjusted Earnings Measures to assess operating performance, recognizing that such measures may highlight trends in Enova's business that may not otherwise be apparent when relying on financial measures calculated in accordance with GAAP. In addition, management believes that the Adjusted Earnings Measures are useful to management and investors in comparing Enova's financial results during the periods shown without the effect of certain items that are not indicative of Enova's core operating performance or results of operations.

Management provides such non-GAAP financial information for informational purposes and to enhance understanding of Enova's GAAP consolidated financial statements. Readers should consider the information in addition to, but not instead of or superior to, Enova's financial statements prepared in accordance with GAAP. This non-GAAP financial information may be determined or calculated differently by other companies, limiting the usefulness of those measures for comparative purposes.

# Additional Notices

## **Important Additional Information will be Filed with the SEC**

In connection with the proposed transaction, Enova will file with the U.S. Securities and Exchange Commission (the "SEC") a registration statement on Form S-4 (the "registration statement"), which will contain a proxy statement of Grasshopper Bancorp, Inc. ("Grasshopper") and a prospectus of Enova (the "proxy statement/prospectus"), and Enova may file with the SEC other relevant documents regarding the proposed transaction. INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE REGISTRATION STATEMENT AND THE PROXY STATEMENT/PROSPECTUS CAREFULLY AND IN THEIR ENTIRETY AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC BY ENOVA, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THOSE DOCUMENTS, WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT ENOVA, GRASSHOPPER AND THE PROPOSED TRANSACTION. A definitive copy of the proxy statement/prospectus will be mailed to stockholders of Grasshopper Bank when that document is final. Investors and security holders will be able to obtain the registration statement and the proxy statement/prospectus, as well as other filings containing information about Enova, free of charge from Enova or from the SEC's website when they are filed by Enova. The documents filed by Enova with the SEC may be obtained free of charge at Enova's website, at <https://ir.enova.com/sec-filings>, or by requesting them by mail at Enova International, Inc., Attention: General Counsel, 175 West Jackson Blvd., Suite 600, Chicago, Illinois 60604.

## **Participants in the Solicitation**

This communication is not a solicitation of a proxy from any security holder of Enova or Grasshopper. However, Enova, Grasshopper and certain of their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of Grasshopper in respect of the proposed transaction. Information about Enova's directors and executive officers is available in its Annual Report on Form 10-K for the year ended December 31, 2024 and other documents filed by Enova with the SEC. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the proxy statement/prospectus and other relevant materials to be filed with the SEC when they become available. Free copies of this document may be obtained as described in the preceding paragraph.

This communication shall not constitute an offer to sell or the solicitation of an offer to buy any securities of Enova or a solicitation of any vote or approval with respect to the proposed transaction by Enova of Grasshopper Bank, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the U.S. Securities Act of 1933, as amended.

# Additional Notices

## **Market and Industry Data**

Unless otherwise indicated, market data and certain industry forecast data used in this presentation were obtained from third party sources and other publicly available information. In addition, assumptions and estimates of the future performance of Enova's industries are necessarily subject to a high degree of uncertainty and risk due to a variety of factors. These and other factors could cause future performance to differ materially from assumptions and estimates.

## **Enova and Grasshopper Data**

Data about Enova provided in this presentation, including financial information, has been prepared by Enova's management. Data about Grasshopper provided in this presentation, including financial information, has been obtained from Grasshopper's management.

## **Combined Company Forward-Looking Data**

Neither Enova's nor Grasshopper's independent registered public accounting firms have studied, reviewed or performed any procedures with respect to the combined company forward-looking financial data for the purpose of inclusion in this presentation, and, accordingly, neither have expressed an opinion or provided any form of assurance with respect thereto for the purpose of this presentation. These combined company forward-looking financial data are for illustrative purposes only and should not be relied on as necessarily being indicative of future results. The assumptions and estimates underlying the combined company forward-looking financial data are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the prospective financial information, including those in the Cautionary Statement Regarding Forward-Looking Statements, below. Combined company forward-looking financial data is inherently uncertain due to a number of factors outside of Enova's or Grasshopper's control. Accordingly, there can be no assurance that the prospective results are indicative of future performance of the combined company after the proposed acquisition or that actual results will not differ materially from those presented in the combined company forward-looking financial data. Inclusion of combined company forward-looking financial data in this presentation should not be regarded as a representation by any person that the results contained in the prospective financial information will be achieved.

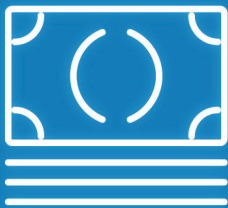
# Safe Harbor Statement

## Cautionary Statement Regarding Forward-Looking Statements

This communication contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. You should not place undue reliance on these statements. These forward-looking statements give current expectations or forecasts of future events and reflect the views and assumptions of senior management with respect to, among other things, projections as to the anticipated benefits of the proposed transaction as well as statements regarding the impact of the proposed transaction on Enova's and the combined company's business, financial condition, operations and prospects, the amount and timing of synergies from the proposed transaction and the closing date for the proposed transaction. When used in this communication, terms such as "believes," "estimates," "should," "could," "would," "plans," "expects," "intends," "anticipates," "may," "forecast," "project" and similar expressions or variations as they relate to Enova, the combined company or their respective management are intended to identify forward-looking statements.

Forward-looking statements address matters that involve risks and uncertainties that are beyond the ability of Enova to control and, in some cases, predict. Accordingly, there are or will be important factors that could cause the actual results to differ materially from those indicated in these statements. Key factors that could cause the actual financial results, performance or condition to differ from the expectations expressed or implied in such forward-looking statements include, but are not limited to, the following: the occurrence of any event, change or other circumstances that could give rise to the right of one or both of the parties to terminate the definitive merger agreement entered into between Enova and Grasshopper Bank, including the payment of any termination fee due thereunder; the outcome of any legal proceedings that may be instituted against Enova or Grasshopper Bank; the failure to obtain necessary regulatory approvals (and the risk that such approvals may result in the imposition of conditions that could adversely affect the combined company or the expected benefits of the proposed transaction) or stockholder approvals or to satisfy any of the other conditions to the proposed transaction on a timely basis or at all; the ability to obtain or add bank functionality and a bank charter; the possibility that the anticipated benefits and synergies of the proposed transaction are not realized when expected or at all, including as a result of the impact of, or problems arising from, the integration of the two companies or as a result of the strength of the economy and competitive factors in the areas where Enova and Grasshopper Bank do business; the possibility that the proposed transaction may be more expensive to complete than anticipated; diversion of management's attention from ongoing business operations and opportunities; potential adverse reactions or changes to business or employee relationships, including those resulting from the announcement or completion of the proposed transaction; changes in Enova's share price before the closing of the proposed transaction; risks relating to the potential dilutive effect of shares of Enova common stock to be issued in the proposed transaction; and other factors that may affect future results of Enova and the combined company.

The foregoing list of factors is not exhaustive and new factors may emerge or changes to these factors may occur that could impact Enova's or the combined company's business and cause actual results to differ materially from those expressed in any of our forward-looking statements. Additional information regarding these and other factors may be contained in Enova's filings with the SEC. Readers of this communication are encouraged to review Enova's filings with the SEC, including the risks described under "Risk Factors" contained in Enova's Form 10-K and any updates to those risk factors contained in subsequent Forms 10-Q, to obtain more detail about Enova's risks and uncertainties. The forward-looking statements in this communication are made as of the date of this communication, and Enova disclaims any intention or obligation to update or revise any forward-looking statements to reflect events or circumstances occurring after the date of this communication. All forward-looking statements in this communication are expressly qualified in their entirety by the foregoing cautionary statements.



## A compelling, strategic combination

Will unite a leading online consumer and small business lender with a dynamic digital-first bank to expand access to underserved consumers and businesses



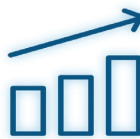
### COMPELLING STRATEGIC RATIONALE

- Product and operational simplification
- Significant growth and diversification opportunities
- Enhanced balance sheet strength and flexibility
- Increased financial inclusion
- Broader opportunities for innovation



### STRONG CULTURAL ALIGNMENT

- Digital-first, innovative and values-based organizations
- Both companies have highly flexible online-only business models that focus on consumers and small businesses



### SIGNIFICANT FINANCIAL BENEFITS

- Meaningful revenue and funding synergies expected to generate adjusted earnings per share accretion of more than 15% within the first year and more than 25% once synergies are fully realized beyond the first year<sup>1</sup>

1. Assumptions set forth on page 18. Adjusted EPS is a non-GAAP measure. Refer to Enova's Form 10-K for the year ended December 31, 2024 and Form 10-Q for the quarter ended September 30, 2025 for a full description of non-GAAP measures and reconciliations to the nearest GAAP measure.

# Bringing Together Two Digital Leaders



**Leading technology and analytics company focused on online lending**

**Core Strengths:**

- Market-leading U.S. non-prime lender
- Proprietary machine learning tech and analytics
- Diversified product suite (Consumer & SMB)

**Highlights:**

- 13+ million customers served and \$65B in loans made since 2004
- \$4.5B in ending receivables as of 3Q2025
- \$2.7B in total revenue in 2024



**Client-first digital bank serving the innovation economy, small businesses, and consumers**

**Core Strengths:**

- Digital deposit gathering
- Small Business Administration lending
- Banking-as-a-Service (BaaS) offerings

**Highlights\*:**

- \$1.4B in total assets
- \$1.3B in total deposits
- Additional \$1.5B in total off-balance sheet deposits

- Client-first digital bank offering financial solutions for commercial and consumer customers
- Both direct and Banking-as-a-Service (BaaS) models
- Led by powerful digital checking for small businesses that scales quickly for growing clients at every stage
- Inclusive, entrepreneurial culture that is client-first, collaborative, and driven by innovation with strong core values
- Skilled management team with prior experience integrating a bank into a non-bank specialty lender
- SBA preferred lender ranked #44 (out of 1,414 lenders) by total 7(a) approvals in FY2025<sup>2</sup>

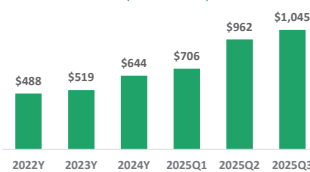
# Grasshopper<sup>1</sup>

**\$1.4 billion assets**

**\$1.3B deposits on-balance sheet  
\$1.5B deposits off-balance sheet**

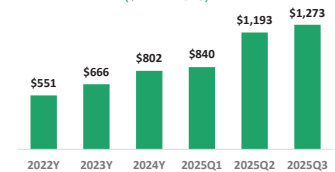
### LOANS

(\$ in millions)



### ON-BALANCE SHEET DEPOSITS

(\$ in millions)



**18.7k**

SMB Accounts

**~\$3B**

Total Deposits (On- and Off-BS)

**13M+**

Customer Opportunity (Access to AAA Members)



API-enabled Infrastructure



Digital SBA (7a) Lending



BaaS



Digital Deposit Gathering



Risk Management and Compliance

#### Well Developed Compliance Infrastructure

- Effective Internal and Third-Party Risk Mgmt
- AI-Enabled Risk Tools
- Dedicated Risk Specialists

Public Exhibit D - Page 8

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1. Figures as of September 30, 2025 unless otherwise noted  
2. Source: <https://www.sba.gov/partners/lenders/lender-reports>

# Transaction Summary

<b>Consideration<sup>1</sup></b>	<ul style="list-style-type: none"> <li>• Enova will acquire Grasshopper and its wholly owned subsidiary, Grasshopper Bank, for an aggregate purchase value of approximately \$369 million</li> <li>• Price / Tangible Book Value at announcement of 2.54x</li> <li>• A combination of approximately 50% paid in cash and 50% in newly issued ENVA shares, with stock options and warrants to also receive cash</li> <li>• Enova stockholders will own ~94.7% and Grasshopper stockholders will own ~5.3% of the combined company</li> </ul>
<b>Leadership<sup>2</sup></b>	<ul style="list-style-type: none"> <li>• Enova will become a Federal Reserve regulated Bank Holding Company (BHC) and Grasshopper Bank will retain its national bank charter (OCC regulated)</li> <li>• David Fisher will serve as Executive Chairman of Enova</li> <li>• Steve Cunningham will be CEO of Enova BHC and the bank</li> <li>• Mike Butler, the current CEO of Grasshopper and Grasshopper Bank, will serve as President of the bank</li> <li>• Grasshopper management will remain as bank employees</li> </ul>
<b>Synergies<sup>3</sup></b>	<ul style="list-style-type: none"> <li>• Revenue synergies expected from new opportunities to expand both Enova and Grasshopper existing products</li> <li>• Improvement in funding costs expected by augmenting existing Enova funding with lower cost bank deposit funding</li> <li>• Expected accretion includes costs related to enhanced infrastructure to comply with regulatory and reporting requirements</li> </ul>
<b>Approvals and Closing</b>	<ul style="list-style-type: none"> <li>• Transaction subject to regulatory approvals from the OCC and the Federal Reserve; and is subject to customary closing conditions</li> <li>• Transaction subject to Grasshopper stockholders approval with approximately 56%<sup>4</sup> having signed voting agreements as of the announcement date</li> <li>• Anticipated closing in the 2nd half of 2026</li> </ul>

1. Aggregate value includes value to common stockholders, options and warrant holders. For more detail and per share value and other valuation information see page 17.

2. Mr. Cunningham will assume the role of Enova CEO and Mr. Fisher will become Executive Chairman effective January 1, 2026, as previously announced

3. Assumptions set forth on page 18

4. Figure represents total voting common stock of Grasshopper party to voting agreements

# Strategic and Financial Benefits

## Strategic Benefits

### Product and operational simplification

- With a unified banking framework under federal bank supervision, Enova plans to offer loan and deposit products across a greater number of States, which will simplify compliance, risk management and back-office operations

### Significant opportunities to expand and diversify the business

- Expands Enova's ability to deliver a more comprehensive suite of financial products through a national bank charter, expanding access to credit to those who were traditionally underserved by banks
- Adds further diversification across industries, products, loan terms, and geography

### Increased financial inclusion and enhanced ability to serve customers

- Expected to broaden financial access by leveraging Enova's technology and allowing the combined company to serve more individuals and communities with convenient, transparent lending and banking services

## Financial Benefits<sup>1</sup>

### Opportunities for significant revenue synergies

- Achievable revenue synergies expected through product diversification and geographic expansion
- Expected revenue synergy of \$175 million to \$230 million within the first two years post-closing<sup>2</sup>

### Enhanced balance sheet strength which is expected to lead to funding synergies

- Pro forma consolidated entity is expected to have a high-quality balance sheet with strong capital ratios and liquidity, more diversified funding sources, and well-understood asset-quality performance metrics
- Deposits will be available to be deployed to fund new originations post-closing
- Grasshopper deposit costs are 300 to 400 basis points lower than the cost of Enova's securitizations

### Strong first full year expected adjusted EPS accretion of 15+<sup>3</sup>

- Durable accretion from both growth and funding synergies
- Accretion is not reliant upon significant cost savings or purchase accounting benefit

1. Assumptions set forth on page 18

2. Please refer to page 14

3. Adjusted EPS is a non-GAAP measure. Refer to Enova's Form 10-K for the year ended December 31, 2024 and Form 10-Q for the quarter ended September 30, 2025 for a full description of non-GAAP measures and reconciliations to the nearest GAAP measures.

# A cohesive portfolio of financing, deposit, and financial management solutions nationwide

Enova and Grasshopper have complementary product offerings that will improve our ability to meet the needs of consumers and businesses allowing us to take market share both from bank and non-bank lenders

	Enova	Grasshopper	Combined <sup>2</sup>	
<b>Lending</b>	Consumer Lines of Credit	✓	✓+	
	Consumer Installment Loans	✓	✓+	
	Small Business Lines of Credit	✓	✓+	
	Small Business Term Loans	✓	✓	✓+
	Small Business Admin. (SBA) Loans		✓	✓+
	Consumer Auto Loans		✓	✓+
<b>Funding<sup>1</sup></b>	Corporate Revolver	✓	✓+	
	Secured Warehouses	✓	✓+	
	Senior Notes	✓	✓+	
	Term ABS	✓	✓+	
	Consumer Checking and Savings Account Deposits		✓	✓+
	Business Checking and Savings Account Deposits		✓	✓+
	Money Market Demand Accounts Deposits		✓	✓+
	Retail Certificates of Deposit		✓	✓+

1. For illustrative purposes only and does not contemplate all the effects of this transaction.  
 2. Potential combined company lending and funding opportunities available following closing of this transaction.

# Pro Forma Combined Financial Profile<sup>1</sup>

- Pro forma Enova will maintain regulatory capital in excess of well-capitalized thresholds at consolidated and bank levels
- Enova's loan yields paired with Grasshopper's deposit strategy are expected to result in a highly profitable organization
- Target pro forma combined ROA (5%+) and ROATCE<sup>2</sup> (25%+) would result in Enova being a top performer among banks
- Both Enova and Grasshopper operate digital/online businesses and have achieved attractive efficiency ratios
- Opportunity to lower cost of funds by over 200bps annually

## Illustrative Bank Holding Company and Bank Subsidiary at Closing

(\$ in millions)	Sept 30 2025		Est. at Close Pro Forma
	Enova only	Grasshopper	
<b>Consolidated Balance Sheet</b>			
Total Assets	\$5,962	\$1,412	\$8,800
Loans (Fair Value)	5,013	1,036	7,000
Deposits	--	1,273	1,600
Off-Balance Sheet Deposits	--	--	1,900

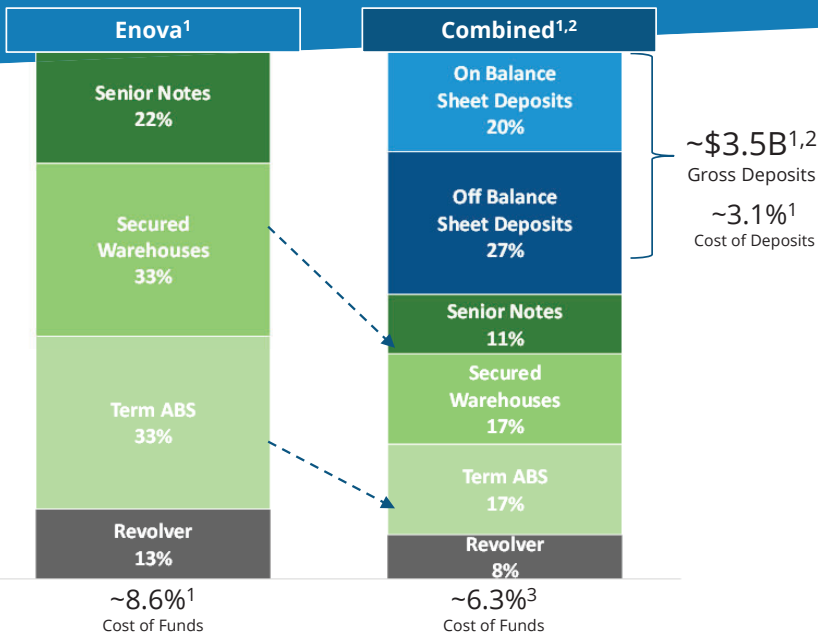
### Pro Forma Operating Target Ratios

Capital Adequacy		Select Regulatory Ratios - following closing and integration - management anticipates capital ratios will increase over time with incremental growth
Regulatory Capital (%) - CET1 and Leverage	Above Well Capitalized Thresholds	
Earnings & Profitability Targets		Select Targeted Operating Performance Ratios - following closing and integration
ROAA (%) forward	5.5+%	
ROATCE (%) forward <sup>2</sup>	25+%	
Net Interest Margin	45+%	
Cost of Deposits (%)	under 4%	
Cost of Funds (%)	under 6%	

1. Assumptions set forth on page 18
2. Forward-looking non-GAAP financial measure. Management is not, without unreasonable efforts, able to provide a reconciliation to the most-comparable GAAP measure.

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# Enhanced Funding Diversification





## Access to Capital and Bank Deposit Funding

- Enova has a demonstrated history of funding its balance sheet through wholesale funding sources
- Grasshopper has a demonstrated history of funding its balance sheet through core, digital deposits
- Enova anticipates having loans funded by an increasing balance of deposits
- Deposits as percentage of funded liabilities anticipated to increase from 25% to over 50% within a few years<sup>3</sup>
- While available, the business plan does not contemplate reliance on brokered deposits or FHLB borrowings

1. Enova data is as of September 30, 2025. Grasshopper and Combined is for illustrative purposes only and estimated as of closing; and does not contemplate all the effects of this transaction.  
 2. Grasshopper estimated off-balance sheets deposits are repatriated on balance sheet for utilization by pro forma combined estimated as of closing  
 3. Assumptions set forth on page 18

# Significant Shareholder Value Creation Opportunities

	Synergy Strategy	Key Activity	Estimated Synergies Three Full Years <sup>1</sup>																												
 <p><b>Revenue &amp; Funding Synergies</b></p>	<ul style="list-style-type: none"> <li>Enova can offer a more comprehensive suite of financial solutions across more states to empower consumers and small businesses</li> <li>Existing Grasshopper deposits (on- and off-balance sheet) will be available to fund Enova loans</li> </ul>	<p>A. Net revenue and net interest income from new incremental Enova loans</p> <p>Net Interest Income from existing Grasshopper loans</p> <p>B. Lower interest expense by funding existing Enova products with deposits</p>	<p><i>(\$ in millions)</i></p> <table border="1"> <thead> <tr> <th></th> <th>Year 1</th> <th>Year 2</th> <th>Year 3</th> </tr> </thead> <tbody> <tr> <td><b>Consensus Adj. Earnings Estimate<sup>2</sup></b></td> <td><b>\$447</b></td> <td><b>\$537</b></td> <td><b>\$644</b></td> </tr> <tr> <td><b>A. Revenue Synergies</b></td> <td><b>\$175</b></td> <td><b>\$230</b></td> <td><b>\$360</b></td> </tr> <tr> <td><b>B. Funding Synergies</b></td> <td><b>\$50</b></td> <td><b>\$100</b></td> <td><b>\$150</b></td> </tr> <tr> <td><b>C. Incremental Expenses</b></td> <td><b>(\$100)</b></td> <td><b>(\$110)</b></td> <td><b>(\$150)</b></td> </tr> <tr> <td><b>Adj. Earnings Pro Forma<sup>2</sup></b></td> <td><b>\$572</b></td> <td><b>\$757</b></td> <td><b>\$1,004</b></td> </tr> <tr> <td><b>Net Synergies</b></td> <td><b>\$125</b></td> <td><b>\$220</b></td> <td><b>\$360</b></td> </tr> </tbody> </table>		Year 1	Year 2	Year 3	<b>Consensus Adj. Earnings Estimate<sup>2</sup></b>	<b>\$447</b>	<b>\$537</b>	<b>\$644</b>	<b>A. Revenue Synergies</b>	<b>\$175</b>	<b>\$230</b>	<b>\$360</b>	<b>B. Funding Synergies</b>	<b>\$50</b>	<b>\$100</b>	<b>\$150</b>	<b>C. Incremental Expenses</b>	<b>(\$100)</b>	<b>(\$110)</b>	<b>(\$150)</b>	<b>Adj. Earnings Pro Forma<sup>2</sup></b>	<b>\$572</b>	<b>\$757</b>	<b>\$1,004</b>	<b>Net Synergies</b>	<b>\$125</b>	<b>\$220</b>	<b>\$360</b>
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 <p><b>Less Incremental Expenses</b></p>	<ul style="list-style-type: none"> <li>Enova's new business plan does not assume any material operational cost savings</li> <li>Includes costs related to enhanced infrastructure to comply with regulatory and reporting requirements</li> </ul>	<p><b>LESS</b></p> <p>C. Incremental costs related to Grasshopper OpEx acquired and OpEx for new originations, net carry cost of required liquidity to hold deposits and incremental infrastructure costs</p>																													

**Transaction is expected to be more than 15% accretive in the first full year after closing<sup>1</sup>**

1. Amounts presented on an after-tax basis. Assumptions set forth on page 18.

2. Forward-looking non-GAAP financial measure. Management is not, without unreasonable efforts, able to provide an audited, non-comparable GAAP measure.

Customer first.

Best answer wins.

Operate as an owner.

**Thank you.**

Accountable for results.

Top talent and teamwork.

# Appendix

## Transaction Metrics

- Negotiated transaction
- Comprehensive mutual due diligence
- Multiple Regulatory meetings
- Small ownership dilution
- Pricing metrics in line with other specialty and digital bank acquisitions<sup>8</sup>

(\$ in millions)

Exchange Ratio <sup>1</sup>	0.07637x
ENVA VWAP <sup>2</sup>	\$126.89
<b>Price Per Grasshopper Common Share</b>	<b>\$9.69</b>
<b>Aggregate Consideration to Grasshopper Common Stockholders <sup>3</sup></b>	<b>\$350.0</b>
Cash-out of Grasshopper Options <sup>3</sup>	\$16.2
Cash-out of Grasshopper Warrants	\$2.5
<b>Aggregate Consideration to Grasshopper</b>	<b>\$368.7</b>
Price / 2026E Net Income Estimate <sup>4</sup>	16.0x
Price / Tangible Book Value Estimated @ Announcement <sup>5</sup>	2.54x
Pay / Trade (ENVA Price / TBV relative to Deal P/TBV) <sup>6</sup>	74%
Core Deposit Premium (inc. off BS) @ Announcement <sup>7</sup>	7.6%
<b>Pro Forma Ownership <sup>3</sup></b>	
Enova	94.7%
Grasshopper	5.3%
Aggregate Consideration as % of ENVA market capitalization	11%

1. Exchange ratio represents \$10.47 based on Enova's closing stock price on December 9, 2025

2. Exchange ratio calculated as a 30-day VWAP prior to signing of merger agreement

3. Assumptions set forth on page 18

4. Estimate per internal Grasshopper Financials

5. Tangible book value as of November 2025 per internal Grasshopper Financials

6. Pay / Trade ratio reflects Enova's Price / TBV ratio of 3.41x based on Enova's closing stock price on December 9, 2025

7. Includes off-balance sheet deposits as of November 2025 per internal Grasshopper Financials

8. S&P Global market intelligence data as of 11/28/2025 for non-depository financial institutions acquiring chartered bank institutions and depository institutions acquiring chartered banks at similar price to book value multiples

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## Key Assumptions

<b>Earnings Estimates</b>	<ul style="list-style-type: none"> <li>• Enova based on 2027 Consensus Research estimates; grown at 20% thereafter</li> <li>• Grasshopper based on internal management estimates</li> </ul>
<b>Synergies</b>	<ul style="list-style-type: none"> <li>• No reduction in Enova or Grasshopper non-interest expense modeled</li> <li>• Incremental \$6 million pre-tax expense associated with enhancing bank technology, risk &amp; compliance infrastructure and personnel</li> <li>• Revenue and funding synergies identified and modeled</li> </ul>
<b>Purchase Accounting</b>	<ul style="list-style-type: none"> <li>• Gross credit mark of \$15M (~1.1% of loan portfolio)</li> <li>• Loan interest rate mark of \$13M (~1.0% of loan portfolio), accreted straight-line over 8 years</li> <li>• HTM securities interest rate mark of \$2M (~6.0% of loan portfolio), accreted straight-line over 9 years</li> <li>• Accretion of AOCI of ~\$4.6M straight-line over 9 years</li> <li>• Core Deposit Intangible of 2.0% of non-time deposits amortized straight-line over 10 years</li> </ul>
<b>Model Assumptions</b>	<ul style="list-style-type: none"> <li>• After-tax deal charges of \$32M modeled at close</li> <li>• Assumes a 25% tax rate for illustrative purposes</li> <li>• Anticipated closing in the second half of 2026, subject to customary regulatory and Grasshopper stockholder approvals</li> </ul>
<b>Other Assumptions</b>	<ul style="list-style-type: none"> <li>• Based on common shares outstanding of 24.7M and 36.1M for Enova and Grasshopper respectively, with 1.4M shares of Enova common stock to be issued in the transaction</li> <li>• Consideration for Grasshopper options based on 2.9M outstanding Grasshopper options with a weighted average strike-price of \$4.06</li> <li>• Deposit growth per Grasshopper internal estimate, does not assume additional reliance on brokered deposits</li> </ul>

**PUBLIC EXHIBIT E**

Transaction Press Release

# Enova Announces Definitive Agreement to Acquire Grasshopper Bank

*Will Unite a Leading Online Consumer and Small Business Lender with a Dynamic Digital-First Bank*

**CHICAGO, December 11, 2025** -- [Enova International](#), Inc. (NYSE: ENVA) ("Enova"), a leading financial services company powered by machine learning and world-class analytics, today announced it has signed a definitive agreement to acquire Grasshopper Bancorp, Inc., and its wholly owned subsidiary Grasshopper Bank N.A. ("Grasshopper"), in a cash and stock transaction valued at approximately \$369 million.

Grasshopper is a leading client-first, full-service digital bank founded in 2019 with more than \$1.4 billion in total assets as of September 30, 2025. Grasshopper offers digital financial solutions for commercial and consumer customers, including fintech-focused Banking-as-a-Service (BaaS) and API banking platforms, commercial and Small Business Administration lending and consumer banking.

This transaction unites two complementary, market-leading businesses combining Enova's consumer and small business online lending capabilities and with Grasshopper's digital banking infrastructure to create a stronger, more diversified financial services provider. Enova's advanced online lending capabilities, deep understanding of its customers and credit risk discipline have enabled it to grow and service its customers for more than 20 years, both as a direct lender and a service provider to FDIC-insured depository institutions. Through its direct and Banking-as-a-Service (BaaS) product offerings, Grasshopper holds approximately \$3 billion in total deposits as of September 30, 2025.

"Acquiring and partnering with Grasshopper creates a powerful digital bank that positions us to offer a more comprehensive suite of financial solutions across more states to empower consumers and small businesses with the products they need to succeed," said David Fisher, Enova's Chairman & CEO. "Our complementary capabilities and shared customer-first mindset mean we can grow and innovate faster, together. We're excited to welcome the Grasshopper team to Enova."

"We're thrilled to join forces with Enova, a market leader in digital lending and a true innovator in the use of technology and analytics in the financial services sector," said Mike Butler, Grasshopper's CEO. "This combination of enhanced digital lending and banking will enable us to serve an even broader set of customers while expanding and strengthening the product offerings for our current clients."

This transaction strengthens both Enova and Grasshopper's strategic goals and offers compelling benefits for customers and Enova's shareholders, including:

- **Product and operational simplification** by offering centralized and scalable lending and deposit products through a national bank charter;
- **Significant growth and diversification opportunities** by expanding Enova's ability to deliver a more comprehensive suite of financial products in more states;
- **Enhanced balance sheet strength and flexibility** from more diversified funding opportunities; and
- **Increased financial inclusion** by leveraging Enova's technology and allowing the combined company to serve more individuals and communities with convenient, transparent lending and banking services.

“This is a compelling and strategic combination that will enhance our ability to produce consistent and sustainable growth that we believe will deliver significant financial benefits,” said Steve Cunningham, Enova’s CFO. “The additional scale and diversification from this transaction should meaningfully enhance our balance sheet strength and flexibility, leading to substantial revenue and funding synergies and significant EPS accretion. I am thrilled to lead the combined company and Enova into this exciting next chapter.”

#### **Transaction Details**

Under the terms of the agreement, Enova will acquire Grasshopper for an aggregate purchase price of approximately \$369 million to be paid in a combination of cash and newly issued Enova shares. The transaction is subject to Grasshopper stockholder approval and regulatory approvals from the OCC and the Federal Reserve and other customary closing conditions, and is expected to close during the second half of 2026. The transaction is expected to generate adjusted earnings per share accretion of more than 15% within the first year and more than 25% once the synergies are fully realized beyond the first year.

After closing, Grasshopper Bank will be the bank subsidiary of Enova, which will be a newly formed bank holding company. Mike Butler will serve as President of Grasshopper Bank, reporting to Steve Cunningham, who will be appointed CEO of Grasshopper Bank. Mr. Cunningham will assume the role of Enova CEO effective January 1, 2026, as previously [announced](#).

#### **Advisors**

Covington & Burling LLP is serving as legal advisor and Keefe, Bruyette & Woods is serving as financial advisor to Enova. Squire Patton Boggs (US) LLP and Hogan Lovells US LLP are serving as legal advisors and Piper Sandler & Co. is serving as financial advisor to Grasshopper.

#### **Conference Call and Webcast Information**

Enova will host a call to discuss the transaction at 7:30 a.m. Central Time / 8:30 a.m. Eastern Time today. The live webcast of the call can be accessed at the Enova Investor Relations website at <http://ir.enova.com>. The U.S. dial-in for the call is 1-855-560-2575 (1-412-542-4161 for non-U.S. callers). Please ask to be joined to the Enova call. A replay of the conference call will be available until December 18, 2025, at 10:59 p.m. Central Time / 11:59 p.m. Eastern Time, while an archived version of the webcast will be available on the Enova Investor Relations website for 90 days. The U.S. dial-in for the conference call replay is 1-855-669-9658 (1-412-317-0088). The replay access code is 2631126.

#### **About Enova**

Enova International (NYSE: ENVA) is a leading online financial services company that serves small businesses and consumers who are underserved by traditional banks. For over 20 years, Enova has provided over \$65 billion in loans and financing to more than 13 million customers by offering a suite of market-leading products powered by the company’s world-class analytics, machine learning algorithms and proprietary technology. You can learn more about the company and its portfolio of businesses at [www.enova.com](http://www.enova.com).

#### **About Grasshopper**

Grasshopper Bancorp, Inc. is a bank holding company and the sole owner of Grasshopper Bank N.A., a client-first, full service digital bank with total assets of \$1.4 billion as of September 30, 2025, serving the business and innovation economy. Grasshopper Bank replaces the traditional one-size-fits-all approach to banking with a suite of products and services tailored to specific industries and a passionate team of experts with deep expertise in their fields. Grasshopper Bank’s banking solutions cover small businesses, startups, venture capital and private equity firms, fintech-focused Banking-as-a-Service (BaaS) and

commercial API banking platforms, SBA lending, commercial real estate lending, yacht lending, and white-labeled consumer banking. Headquartered in New York, New York, the bank is a member of the Federal Deposit Insurance Corporation and is an Equal Housing/Equal Opportunity Lender. For more information, visit Grasshopper Bank's website at [www.grasshopper.bank](http://www.grasshopper.bank).

**Important Additional Information will be Filed with the SEC**

In connection with the proposed transaction, Enova will file with the U.S. Securities and Exchange Commission (the "SEC") a registration statement on Form S-4 (the "registration statement"), which will contain a proxy statement of Grasshopper and a prospectus of Enova (the "proxy statement/prospectus"), and Enova may file with the SEC other relevant documents regarding the proposed transaction. INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE REGISTRATION STATEMENT AND THE PROXY STATEMENT/PROSPECTUS CAREFULLY AND IN THEIR ENTIRETY AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC BY ENOVA, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THOSE DOCUMENTS, WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT ENOVA, GRASSHOPPER AND THE PROPOSED TRANSACTION. A definitive copy of the proxy statement/prospectus will be mailed to stockholders of Grasshopper when that document is final. Investors and security holders will be able to obtain the registration statement and the proxy statement/prospectus, as well as other filings containing information about Enova, free of charge from Enova or from the SEC's website when they are filed by Enova. The documents filed by Enova with the SEC may be obtained free of charge at Enova's website, at <https://ir.enova.com/sec-filings>, or by requesting them by mail at Enova International, Inc., Attention: General Counsel, 175 West Jackson Blvd., Suite 600, Chicago, Illinois 60604.

**Participants in the Solicitation**

This communication is not a solicitation of a proxy from any security holder of Enova or Grasshopper. However, Enova, Grasshopper and certain of their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of Grasshopper in respect of the proposed transaction. Information about Enova's directors and executive officers is available in its Annual Report on Form 10-K for the year ended December 31, 2024 and other documents filed by Enova with the SEC. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the proxy statement/prospectus and other relevant materials to be filed with the SEC when they become available. Free copies of this document may be obtained as described in the preceding paragraph.

This communication shall not constitute an offer to sell or the solicitation of an offer to buy any securities of Enova or a solicitation of any vote or approval with respect to the proposed transaction by Enova or Grasshopper, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the U.S. Securities Act of 1933, as amended.

**Cautionary Statement Concerning Forward Looking Statements**

This communication contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. You should not place undue reliance on these statements. These forward-looking statements give current expectations or forecasts of future events and reflect the views and assumptions of senior management with respect to, among other things, projections as to the anticipated benefits of the proposed transaction as well as statements regarding the impact of the proposed transaction on Enova's and the combined company's business, financial condition, operations and prospects, the amount and

timing of synergies from the proposed transaction and the closing date for the proposed transaction. When used in this communication, terms such as “believes,” “estimates,” “should,” “could,” “would,” “plans,” “expects,” “intends,” “anticipates,” “may,” “forecast,” “project” and similar expressions or variations as they relate to Enova, the combined company or their respective management are intended to identify forward-looking statements.

Forward-looking statements address matters that involve risks and uncertainties that are beyond the ability of Enova to control and, in some cases, predict. Accordingly, there are or will be important factors that could cause the actual results to differ materially from those indicated in these statements. Key factors that could cause the actual financial results, performance or condition to differ from the expectations expressed or implied in such forward-looking statements include, but are not limited to, the following: the occurrence of any event, change or other circumstances that could give rise to the right of one or both of the parties to terminate the definitive merger agreement entered into between Enova and Grasshopper, including the payment of any termination fee due thereunder; the outcome of any legal proceedings that may be instituted against Enova or Grasshopper; the failure to obtain necessary regulatory approvals (and the risk that such approvals may result in the imposition of conditions that could adversely affect the combined company or the expected benefits of the proposed transaction) or stockholder approvals or to satisfy any of the other conditions to the proposed transaction on a timely basis or at all; the ability to obtain or add bank functionality and a bank charter; the possibility that the anticipated benefits and synergies of the proposed transaction are not realized when expected or at all, including as a result of the impact of, or problems arising from, the integration of the two companies or as a result of the strength of the economy and competitive factors in the areas where Enova and Grasshopper do business; the possibility that the proposed transaction may be more expensive to complete than anticipated; diversion of management’s attention from ongoing business operations and opportunities; potential adverse reactions or changes to business or employee relationships, including those resulting from the announcement or completion of the proposed transaction; changes in Enova’s share price before the closing of the proposed transaction; risks relating to the potential dilutive effect of shares of Enova common stock to be issued in the proposed transaction; and other factors that may affect future results of Enova and the combined company.

The foregoing list of factors is not exhaustive and new factors may emerge or changes to these factors may occur that could impact Enova’s or the combined company’s business and cause actual results to differ materially from those expressed in any of our forward-looking statements. Additional information regarding these and other factors may be contained in Enova’s filings with the SEC. Readers of this communication are encouraged to review Enova’s filings with the SEC, including the risks described under “Risk Factors” contained in Enova’s Form 10-K and any updates to those risk factors contained in subsequent Forms 10-Q, to obtain more detail about Enova’s risks and uncertainties. The forward-looking statements in this communication are made as of the date of this communication, and Enova disclaims any intention or obligation to update or revise any forward-looking statements to reflect events or circumstances occurring after the date of this communication. All forward-looking statements in this communication are expressly qualified in their entirety by the foregoing cautionary statements.

#### **Non-GAAP Financial Information**

In addition to the financial information prepared in conformity with GAAP, Enova provides historical non-GAAP financial information. Enova presents non-GAAP financial information because such measures are used by management in understanding the activities and business metrics of Enova’s operations. Management believes that these non-GAAP financial measures reflect an additional way of viewing aspects of Enova’s business that, when viewed with its GAAP results, provide a more complete understanding of factors and trends affecting its business.

#### Adjusted EPS

Enova provides adjusted EPS, which is a non-GAAP measure. Management believes that the presentation of this measure provides investors with greater transparency and facilitates comparison of operating results across a broad spectrum of companies with varying capital structures, compensation strategies, derivative instruments and amortization methods, which can provide a more complete understanding of Enova’s financial performance, competitive position and prospects for the future.

Management utilizes, and also believes that investors utilize, adjusted EPS to assess operating performance, recognizing that such measure may highlight trends in Enova's business that may not otherwise be apparent when relying on financial measures calculated in accordance with GAAP. In addition, management believes that adjusted EPS is useful to management and investors in comparing Enova's financial results during the periods shown without the effect of certain items that are not indicative of Enova's core operating performance or results of operations.

Management provides such non-GAAP financial information for informational purposes and to enhance understanding of Enova's GAAP consolidated financial statements. Readers should consider the information in addition to, but not instead of or superior to, Enova's financial statements prepared in accordance with GAAP. This non-GAAP financial information may be determined or calculated differently by other companies, limiting the usefulness of this measure for comparative purposes.

**Contacts**

Public Relations Contact:

Erin Yeager, [media@enova.com](mailto:media@enova.com)

Investor Relations Contact:

Lindsay Savarese, [IR@enova.com](mailto:IR@enova.com)

SOURCE: Enova International, Inc.

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**PUBLIC EXHIBIT F**

Grasshopper Bank Public Call Report (as of Sept. 30, 2025)

**Federal Financial Institutions Examination Council**

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**Consolidated Reports of Condition and Income for a Bank with  
Domestic Offices Only and Total Assets Less than \$5 Billion - FFIEC  
051**

Institution Name	<b>GRASSHOPPER BANK, N.A.</b>
City	<b>NEW YORK</b>
State	<b>NY</b>
Zip Code	<b>10016</b>
Call Report Report Date	<b>9/30/2025</b>
Report Type	<b>051</b>
RSSD-ID	<b>5210989</b>
FDIC Certificate Number	<b>59113</b>
OCC Charter Number	<b>25152</b>
ABA Routing Number	<b>26015024</b>
Last updated on	<b>11/20/2025</b>



Consolidated Reports of Condition and Income for a Bank with Domestic Offices Only and Total Assets Less than \$5 Billion - FFIEC 051

Report at the close of business September 30, 2025

(20250930) (RCON 9999)

This report is required by law: 12 U.S.C. §324 (State member banks); 12 U.S.C. §1817 (State non member banks); 12 U.S.C. §161 (National banks); and 12 U.S.C. §1464 (Savings associations).

Unless the context indicates otherwise, the term "bank" in this report form refers to both banks and savings associations.

NOTE: Each bank's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the Reports of Condition and Income. The Reports of Condition and Income are to be prepared in accordance with federal regulatory authority instructions. The Reports of Condition and Income must be signed by the Chief Financial Officer (CFO) of the reporting bank (or by the individual performing an equivalent function) and attested to by not less than two directors (trustees) for state non member banks and three directors for state member banks, national banks, and savings associations.

schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct to the best of my knowledge and belief.

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition and Income (including the supporting schedules) for this report date and declare that the Reports of Condition and Income have been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting

Signature of Chief Financial Officer (or Equivalent)

Director (Trustee)

Date of Signature

Director (Trustee)

Director (Trustee)

Submission of Reports

Each bank must file its Reports of Condition and Income (Call Report) data by either:

- (a) Using computer software to prepare its Call Report and then submitting the report data directly to the FFIEC's Central Data Repository (CDR), an Internet-based system for datacollection (https://cdr.ffiec.gov/cdr/), or
(b) Completing its Call Report in paper form and arranging with a software vendor or another party to convert the data in to the electronic format that can be processed by the CDR. The software vendor or other party then must electronically submit the bank's data file to the CDR.

FDIC Certificate Number 59113 (RSSD 9050)

To fulfill the signature and attestation requirement for the Reports of Condition and Income for this report date, attach your bank's completed signature page (or a photocopy or a computer generated version of this page) to the hard-copy record of the data file submitted to the CDR that your bank must place in its files.

The appearance of your bank's hard-copy record of the submitted data file need not match exactly the appearance of the FFIEC's sample report forms, but should show at least the caption of each Call Report item and the reported amount.

For technical assistance with submissions to the CDR, please contact the CDR Help Desk by telephone at (888) CDR-3111, by fax at (703) 774-3946, or by e-mail at CDR.Help@cdr.ffiec.gov.

GRASSHOPPER BANK, N.A.

Legal Title of Bank (RSSD 9017)

NEW YORK

City (RSSD 9130)

NY

State Abbreviation (RSSD 9200)

10016

Zip Code (RSSD 9220)

# Consolidated Reports of Condition and Income for a Bank with Domestic Offices Only and Total Assets Less than \$5 Billion - FFIEC 051

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For information or assistance, national banks, state nonmember banks, and savings associations should contact the FDIC's Data Collection and Analysis Section, 550 17th Street, NW, Washington, DC 20429, toll free on (800) 688-FDIC(3342), Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. State member banks should contact their Federal Reserve District Bank.

Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, Office of the Comptroller of the Currency

**Legend:** NR - Not Reported, CONF - Confidential

## Contact Information for the Reports of Condition and Income

To facilitate communication between the Agencies and the bank concerning the Reports of Condition and Income, please provide contact information for (1) the Chief Financial Officer (or equivalent) of the bank signing the reports for this quarter, and (2) the person at the bank—other than the Chief Financial Officer (or equivalent)—to whom questions about the reports should be directed. If the Chief Financial Officer (or equivalent) is the primary contact for questions about the reports, please provide contact information for another person at the bank who will serve as a secondary contact for communications between the Agencies and the bank concerning the Reports of Condition and Income. Enter “none” for the contact’s e-mail address or fax number if not available. Contact information for the Reports of Condition and Income is for the confidential use of the Agencies and will not be released to the public.

### Chief Financial Officer (or Equivalent) Signing the Reports

CONF  
Name (TEXT C490)

CONF  
Title (TEXT C491)

CONF  
E-mail Address (TEXT C492)

CONF  
Area Code / Phone Number / Extension (TEXT C493)

CONF  
Area Code / FAX Number (TEXT C494)

### Other Person to Whom Questions about the Reports Should be Directed

CONF  
Name (TEXT C495)

CONF  
Title (TEXT C496)

CONF  
E-mail Address (TEXT 4086)

CONF  
Area Code / Phone Number / Extension (TEXT 8902)

CONF  
Area Code / FAX Number (TEXT 9116)

---

### Primary Contact

CONF  
Name (TEXT C366)

CONF  
Title (TEXT C367)

CONF  
E-mail Address (TEXT C368)

CONF  
Area Code / Phone Number / Extension (TEXT C369)

CONF  
Area Code / FAX Number (TEXT C370)

### Secondary Contact

CONF  
Name (TEXT C371)

CONF  
Title (TEXT C372)

CONF  
E-mail Address (TEXT C373)

CONF  
Area Code / Phone Number / Extension (TEXT C374)

CONF  
Area Code / FAX Number (TEXT C375)

## USA PATRIOT Act Section 314(a) Anti-Money Laundering

### Contact Information

This information is being requested to identify points-of-contact who are in charge of your bank's USA PATRIOT Act Section 314(a) information requests. Bank personnel listed could be contacted by law enforcement officers or the Financial Crimes Enforcement Network (FinCEN) for additional information related to specific Section 314(a) search requests or other anti-terrorist financing and anti- money laundering matters. Communications sent by FinCEN to the bank for purposes other than Section 314(a) notifications will state the intended purpose and should be directed to the appropriate bank personnel for review. Any disclosure of customer records to law enforcement officers or FinCEN must be done in compliance with applicable law, including the Right to Financial Privacy Act (12 U.S.C. 3401 et seq.).

Please provide information for a primary and secondary contact. Information for a third and fourth contact may be provided at the bank's option. Enter "none" for the contact's e-mail address if not available. This contact information is for the confidential use of the Agencies, FinCEN, and law enforcement officers and will not be released to the public.

#### Primary Contact

CONF  
Name (TEXT C437)

CONF  
Title (TEXT C438)

CONF  
E-mail Address (TEXT C439)

CONF  
Area Code / Phone Number / Extension (TEXT C440)

#### Secondary Contact

CONF  
Name (TEXT C442)

CONF  
Title (TEXT C443)

CONF  
E-mail Address (TEXT C444)

CONF  
Area Code / Phone Number / Extension (TEXT 8902)

#### Third Contact

CONF  
Name (TEXT C870)

CONF  
Title (TEXT C871)

CONF  
E-mail Address (TEXT C368)

CONF  
Area Code / Phone Number / Extension (TEXT C873)

#### Fourth Contact

CONF  
Name (TEXT C875)

CONF  
Title (TEXT C876)

CONF  
E-mail Address (TEXT C877)

CONF  
Area Code / Phone Number / Extension (TEXT C878)

# Contact Information(Form Type - 051)

Dollar amounts in thousands

1. Contact Information for the Reports of Condition and Income			1.
a. Chief Financial Officer (or Equivalent) Signing the Reports			1.a.
1. Name.....	TEXTC490	CONF	1.a.1.
2. Title.....	TEXTC491	CONF	1.a.2.
3. E-mail Address.....	TEXTC492	CONF	1.a.3.
4. Telephone.....	TEXTC493	CONF	1.a.4.
5. FAX.....	TEXTC494	CONF	1.a.5.
b. Other Person to Whom Questions about the Reports Should be Directed			1.b.
1. Name.....	TEXTC495	CONF	1.b.1.
2. Title.....	TEXTC496	CONF	1.b.2.
3. E-mail Address.....	TEXT4086	CONF	1.b.3.
4. Telephone.....	TEXT8902	CONF	1.b.4.
5. FAX.....	TEXT9116	CONF	1.b.5.
2. Person to whom questions about Schedule RC-T - Fiduciary and Related Services should be directed			2.
a. Name and Title.....	TEXTB962	CONF	2.a.
b. E-mail Address.....	TEXTB926	CONF	2.b.
c. Telephone.....	TEXTB963	CONF	2.c.
d. FAX.....	TEXTB964	CONF	2.d.
3. Emergency Contact Information			3.
a. Primary Contact			3.a.
1. Name.....	TEXTC366	CONF	3.a.1.
2. Title.....	TEXTC367	CONF	3.a.2.
3. E-mail Address.....	TEXTC368	CONF	3.a.3.
4. Telephone.....	TEXTC369	CONF	3.a.4.
5. FAX.....	TEXTC370	CONF	3.a.5.
b. Secondary Contact			3.b.
1. Name.....	TEXTC371	CONF	3.b.1.
2. Title.....	TEXTC372	CONF	3.b.2.
3. E-mail Address.....	TEXTC373	CONF	3.b.3.
4. Telephone.....	TEXTC374	CONF	3.b.4.
5. FAX.....	TEXTC375	CONF	3.b.5.
4. USA PATRIOT Act Section 314(a) Anti-Money Laundering Contact Information			4.
a. Primary Contact			4.a.
1. Name.....	TEXTC437	CONF	4.a.1.
2. Title.....	TEXTC438	CONF	4.a.2.
3. E-mail Address.....	TEXTC439	CONF	4.a.3.
4. Telephone.....	TEXTC440	CONF	4.a.4.
b. Secondary Contact			4.b.
1. Name.....	TEXTC442	CONF	4.b.1.
2. Title.....	TEXTC443	CONF	4.b.2.
3. E-mail Address.....	TEXTC444	CONF	4.b.3.
4. Telephone.....	TEXTC445	CONF	4.b.4.
c. Third Contact			4.c.
1. Name.....	TEXTC870	CONF	4.c.1.
2. Title.....	TEXTC871	CONF	4.c.2.
3. E-mail Address.....	TEXTC872	CONF	4.c.3.
4. Telephone.....	TEXTC873	CONF	4.c.4.
d. Fourth Contact			4.d.
1. Name.....	TEXTC875	CONF	4.d.1.

Dollar amounts in thousands

2. Title.....	TEXTC876	<b>CONF</b>	4.d.2.
3. E-mail Address.....	TEXTC877	<b>CONF</b>	4.d.3.
4. Telephone.....	TEXTC878	<b>CONF</b>	4.d.4.
5. Chief Executive Officer Contact Information			5.
a. Chief Executive Officer			5.a.
1. Name.....	TEXTFT42	<b>CONF</b>	5.a.1.
2. E-mail Address.....	TEXTFT44	<b>CONF</b>	5.a.2.
3. Telephone.....	TEXTFT43	<b>CONF</b>	5.a.3.
4. FAX.....	TEXTFT45	<b>CONF</b>	5.a.4.

## Schedule RI - Income Statement(Form Type - 051)

Dollar amounts in thousands

1. Interest income:			1.
a. Interest and fee income on loans:			1.a.
1. Loans secured by real estate:			1.a.1.
a. Loans secured by 1-4 family residential properties.....	RIAD4435	11,443	1.a.1.a.
b. All other loans secured by real estate.....	RIAD4436	11,114	1.a.1.b.
2. Commercial and industrial loans.....	RIAD4012	11,918	1.a.2.
3. Loans to individuals for household, family, and other personal expenditures:			1.a.3.
a. Credit cards.....	RIADB485	0	1.a.3.a.
b. Other (includes revolving credit plans other than credit cards, automobile loans, and other consumer loans).....	RIADB486	7,328	1.a.3.b.
4. Not applicable			1.a.4.
5. All other loans <sup>1</sup> .....	RIAD4058	212	1.a.5.
6. Total interest and fee income on loans (sum of items 1.a.(1)(a) through 1.a.(5)).....	RIAD4010	42,015	1.a.6.
b. Income from lease financing receivables.....	RIAD4065	0	1.b.
c. Interest income on balances due from depository institutions <sup>2</sup> .....	RIAD4115	3,211	1.c.
d. Interest and dividend income on securities:			1.d.
1. U.S. Treasury securities and U.S. Government agency obligations (excluding mortgage-backed securities).....	RIADB488	2,272	1.d.1.
2. Mortgage-backed securities.....	RIADB489	3,445	1.d.2.
3. All other securities (includes securities issued by states and political subdivisions in the U.S.).....	RIAD4060	394	1.d.3.
e. Not applicable			1.e.
f. Interest income on federal funds sold and securities purchased under agreements to resell.....	RIAD4020	15	1.f.
g. Other interest income.....	RIAD4518	211	1.g.
h. Total interest income (sum of items 1.a.(6) through 1.g.).....	RIAD4107	51,563	1.h.
2. Interest expense:			2.
a. Interest on deposits:			2.a.
1. Transaction accounts (interest-bearing demand deposits, NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts).....	RIAD4508	14,197	2.a.1.
2. Nontransaction accounts:			2.a.2.
a. Savings deposits (includes MMDAs).....	RIAD0093	4,280	2.a.2.a.
b. Time deposits of \$250,000 or less.....	RIADHK03	4,757	2.a.2.b.
c. Time deposits of more than \$250,000.....	RIADHK04	1,014	2.a.2.c.
b. Expense of federal funds purchased and securities sold under agreements to repurchase.....	RIAD4180	0	2.b.
c. Other interest expense.....	RIADGW44	355	2.c.
d. Not applicable			2.d.
e. Total interest expense (sum of items 2.a through 2.c.).....	RIAD4073	24,603	2.e.
3. Net interest income (item 1.h minus 2.e.).....	RIAD4074	26,960	3.
4. Provisions for credit losses <sup>3</sup> .....	RIADJJ33	2,222	4.
5. Noninterest income:			5.
a. Income from fiduciary activities <sup>2</sup> .....	RIAD4070	0	5.a.
b. Service charges on deposit accounts.....	RIAD4080	652	5.b.
c. Not applicable			5.c.
d. Income from securities-related and insurance activities:			5.d.
1. Fees and commissions from securities brokerage, investment banking, advisory, and underwriting activities.....	RIADHT73	0	5.d.1.
2. Income from insurance activities <sup>3</sup> .....	RIADHT74	0	5.d.2.

- Includes interest and fee income on "Loans to depository institutions and acceptances of other banks," "Loans to finance agricultural production and other loans to farmers," "Obligations (other than securities and leases) of states and political subdivisions in the U.S.," and "Loans to nondepository financial institutions and other loans"
- Includes interest income on time certificates of deposit not held for trading.
- Institutions should report in item 4 the provisions for credit losses for all financial assets and off-balance-sheet credit exposures.
- For banks required to complete Schedule RC-T, items 14 through 22, income from fiduciary activities reported in Schedule RI, item 5.a, must equal the amount reported in Schedule RC-T, item 22.
- Includes underwriting income from insurance and reinsurance activities.

Dollar amounts in thousands

e. Not applicable			5.e.
f. Net servicing fees.....	RIADB492	0	5.f.
g. Not applicable			5.g.
h. Not applicable			5.h.
i. Net gains (losses) on sales of loans and leases.....	RIAD5416	3,507	5.i.
j. Net gains (losses) on sales of other real estate owned.....	RIAD5415	0	5.j.
k. Net gains (losses) on sales of other assets <sup>3</sup> .....	RIADB496	0	5.k.
l. Other noninterest income <sup>*</sup> .....	RIADB497	10,351	5.l.
m. Total noninterest income (sum of items 5.a through 5.l.).....	RIAD4079	14,510	5.m.
6. Not available			6.
a. Realized gains (losses) on held-to-maturity securities.....	RIAD3521	0	6.a.
b. Realized gains (losses) on available-for-sale debt securities.....	RIAD3196	374	6.b.
7. Noninterest expense:			7.
a. Salaries and employee benefits.....	RIAD4135	17,984	7.a.
b. Expenses of premises and fixed assets (net of rental income) (excluding salaries and employee benefits and mortgage interest).....	RIAD4217	961	7.b.
c. Not available			7.c.
1. Goodwill impairment losses.....	RIADC216	0	7.c.1.
2. Amortization expense and impairment losses for other intangible assets.....	RIADC232	0	7.c.2.
d. Other noninterest expense <sup>*</sup> .....	RIAD4092	13,245	7.d.
e. Total noninterest expense (sum of items 7.a through 7.d.).....	RIAD4093	32,190	7.e.
8. Not available			8.
a. Income (loss) before change in net unrealized holding gains (losses) on equity securities not held for trading, applicable income taxes, and discontinued operations (item 3 plus or minus items 4, 5.m, 6.a, 6.b, and 7.e.).....	RIADHT69	7,432	8.a.
b. Change in net unrealized holding gains (losses) on equity securities not held for trading <sup>4</sup> .....	RIADHT70	69	8.b.
c. Income (loss) before applicable income taxes and discontinued operations (sum of items 8.a and 8.b.).....	RIAD4301	7,501	8.c.
9. Applicable income taxes (on item 8.c.).....	RIAD4302	0	9.
10. Income (loss) before discontinued operations (item 8.c minus item 9.).....	RIAD4300	7,501	10.
11. Discontinued operations, net of applicable income taxes <sup>*</sup> .....	RIADFT28	0	11.
12. Net income (loss) attributable to bank and noncontrolling (minority) interests (sum of items 10 and 11.).....	RIADG104	7,501	12.
13. LESS: Net income (loss) attributable to noncontrolling (minority) interests (if net income, report as a positive value; if net loss, report as a negative value.).....	RIADG103	0	13.
14. Net income (loss) attributable to bank (item 12 minus item 13.).....	RIAD4340	7,501	14.
1. Not applicable			M.1.
2. Not applicable			M.2.
3. Income on tax-exempt loans and leases to states and political subdivisions in the U.S. (included in Schedule RI, items 1.a and 1.b.).....	RIAD4313	0	M.3.
4. Income on tax-exempt securities issued by states and political subdivisions in the U.S. (included in Schedule RI, item 1.d.(3)).....	RIAD4507	70	M.4.
5. Number of full-time equivalent employees at end of current period (round to nearest whole number).....	RIAD4150	151	M.5.
Memorandum item 6 is to be completed by: <sup>*</sup> banks with \$300 million or more in total assets, and <sup>*</sup> banks with less than \$300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, Part I, item 3) exceeding 5 percent of total loans	RIAD4024	0	M.6.
6. Interest and fee income on loans to finance agricultural production and other loans to farmers (included in Schedule RI, item 1.a.(5)) <sup>1</sup> .....			
7. If the reporting institution has applied pushdown accounting this calendar year, report the date of the institution's acquisition (see instructions) <sup>2</sup> .....	RIAD9106	00000000	M.7.
8. Not applicable			M.8.

3. Exclude net gains (losses) on sales of trading assets and held-to-maturity and available-for-sale debt securities.  
<sup>\*</sup>. Describe on Schedule RI-E - Explanations.  
<sup>\*</sup>. Describe on Schedule RI-E - Explanations.  
4. Item 8.b is to be completed by all institutions. See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.  
<sup>\*</sup>. Describe on Schedule RI-E - Explanations.  
1. The \$300 million asset-size test and the 5 percent of total loans test are based on the total assets and total loans reported in the June 30, 2024, Report of Condition.  
2. Report the date in YYYYMMDD format. For example, a bank acquired on March 1, 2025, would report 20250301.

Dollar amounts in thousands

9. Not applicable			M.9.
10. Not applicable			M.10.
11. Does the reporting bank have a Subchapter S election in effect for federal income tax purposes for the current tax year?.....	RIADA530	<b>No</b>	M.11.
12. Not applicable			M.12.
13. Not applicable			M.13.
14. Not applicable			M.14.
<i>Memorandum item 15 is to be completed annually in the December report only by institutions with \$1 billion or more in total assets<sup>1</sup> that answered "Yes" to Schedule RC-E, Memorandum item 5.</i>			M.15.
15. Components of service charges on deposit accounts (sum of Memorandum items 15.a through 15.d must equal Schedule RI, item 5.b):			
a. Consumer overdraft-related service charges levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use.....	RIADH032	<b>NR</b>	M.15.a.
b. Consumer account periodic maintenance charges levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use.....	RIADH033	<b>NR</b>	M.15.b.
c. Consumer customer automated teller machine (ATM) fees levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use.....	RIADH034	<b>NR</b>	M.15.c.
d. All other service charges on deposit accounts.....	RIADH035	<b>NR</b>	M.15.d.

### Schedule RI-A - Changes in Bank Equity Capital(Form Type - 051)

Dollar amounts in thousands

1. Total bank equity capital most recently reported for the December 31, 2024, Reports of Condition and Income (i.e., after adjustments from amended Reports of Income).....	RIAD3217	<b>57,738</b>	1.
2. Cumulative effect of changes in accounting principles and corrections of material accounting errors* .....	RIADB507	<b>0</b>	2.
3. Balance end of previous calendar year as restated (sum of items 1 and 2).....	RIADB508	<b>57,738</b>	3.
4. Net income (loss) attributable to bank (must equal Schedule RI, item 14).....	RIAD4340	<b>7,501</b>	4.
5. Sale, conversion, acquisition, or retirement of capital stock, net (excluding treasury stock transactions).....	RIADB509	<b>0</b>	5.
6. Treasury stock transactions, net.....	RIADB510	<b>0</b>	6.
7. Changes incident to business combinations, net.....	RIAD4356	<b>8,963</b>	7.
8. LESS: Cash dividends declared on preferred stock.....	RIAD4470	<b>0</b>	8.
9. LESS: Cash dividends declared on common stock.....	RIAD4460	<b>0</b>	9.
10. Other comprehensive income <sup>1</sup> .....	RIADB511	<b>7,138</b>	10.
11. Other transactions with stockholders (including a parent holding company) (not included in items 5, 6, 8, or 9 above)* .....	RIAD4415	<b>33,384</b>	11.
12. Total bank equity capital end of current period (sum of items 3 through 11) (must equal Schedule RC, item 27.a)..	RIAD3210	<b>114,724</b>	12.

\*. Describe on Schedule RI-E - Explanations.

1. Includes, but is not limited to, changes in net unrealized holding gains (losses) on available-for-sale debt securities, changes in accumulated net gains (losses) on cash flow hedges, and pension and other postretirement plan-related changes other than net periodic benefit cost.

\*. Describe on Schedule RI-E - Explanations.

## Schedule RI-B Part I - Charge-offs and Recoveries on Loans and Leases (Form Type - 051)

Part I includes charge-offs and recoveries through the allocated transfer risk reserve.

Dollar amounts in thousands		(Column A) Charge-offs Calendar year-to-date		(Column B) Recoveries Calendar year-to-date		
1. Loans secured by real estate:						1.
a. Construction, land development, and other land loans:						1.a.
1. 1-4 family residential construction loans.....	RIADC891	0	RIADC892	0		1.a.1.
2. Other construction loans and all land development and other land loans.....	RIADC893	0	RIADC894	0		1.a.2.
b. Secured by farmland.....	RIAD3584	0	RIAD3585	0		1.b.
c. Secured by 1-4 family residential properties:						1.c.
1. Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit.....	RIAD5411	0	RIAD5412	0		1.c.1.
2. Closed-end loans secured by 1-4 family residential properties:						1.c.2.
a. Secured by first liens.....	RIADC234	0	RIADC217	0		1.c.2.a.
b. Secured by junior liens.....	RIADC235	0	RIADC218	0		1.c.2.b.
d. Secured by multifamily (5 or more) residential properties.....	RIAD3588	0	RIAD3589	0		1.d.
e. Secured by nonfarm nonresidential properties:						1.e.
1. Loans secured by owner-occupied nonfarm nonresidential properties.....	RIADC895	542	RIADC896	0		1.e.1.
2. Loans secured by other nonfarm nonresidential properties.....	RIADC897	0	RIADC898	0		1.e.2.
2. Not applicable						2.
3. Not applicable						3.
4. Commercial and industrial loans.....	RIAD4638	1,419	RIAD4608	10		4.
5. Loans to individuals for household, family, and other personal expenditures:						5.
a. Credit cards.....	RIADB514	0	RIADB515	0		5.a.
b. Automobile loans.....	RIADK129	316	RIADK133	161		5.b.
c. Other (includes revolving credit plans other than credit cards and other consumer loans).....	RIADK205	877	RIADK206	56		5.c.
6. Not applicable						6.
7. All other loans <sup>2</sup> .....	RIAD4644	0	RIAD4628	0		7.
8. Lease financing receivables.....	RIAD4266	0	RIAD4267	0		8.
9. Total (sum of items 1 through 8).....	RIAD4635	3,154	RIAD4605	227		9.
1. Loans to finance commercial real estate, construction, and land development activities (not secured by real estate) included in Schedule RI-B, Part I, items 4 and 7, above.....	RIAD5409	0	RIAD5410	0		M.1.
2. Not applicable						M.2.
<i>Memorandum item 3 are to be completed by:</i>						
<i>* banks with \$300 million or more in total assets, and</i>						
<i>* banks with less than \$300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, Part I, item 3) exceeding 5 percent of total loans</i>						
3. Loans to finance agricultural production and other loans to farmers (included in Schedule RI-B, Part I, item 7, above) <sup>2</sup> .....	RIAD4655	0	RIAD4665	0		M.3.

2. Includes charge-offs and recoveries on "Loans to depository institutions and acceptances of other banks," "Loans to finance agricultural production and other loans to farmers," "Obligations (other than securities and leases) of states and political subdivisions in the U.S.," and "Loans to nondepository financial institutions and other loans."  
 2. The \$300 million asset-size test and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2024, Report of Condition.

## Schedule RI-B Part II - Changes in Allowances for Credit Losses(Form Type - 051)

Dollar amounts in thousands	(Column A) Loans and Leases Held for Investment		(Column B) Held-to-maturity Debt Securities		(Column C) Available-for-sale Debt Securities		
1. Balance most recently reported for the December 31, 2024, Reports of Condition and Income (i.e., after adjustments from amended Reports of Income).....	RIADB522	<b>5,951</b>	RIADJH88	<b>0</b>	RIADJH94	<b>0</b>	1.
2. Recoveries (column A must equal Part I, item 9, column B, above).....	RIAD4605	<b>227</b>	RIADJH89	<b>0</b>	RIADJH95	<b>0</b>	2.
3. LESS: Charge-offs (column A must equal Part I, item 9, column A, above less Schedule RI-B, Part II, item 4, column A).....	RIADC079	<b>3,154</b>	RIADJH92	<b>0</b>	RIADJH98	<b>0</b>	3.
4. LESS: Write-downs arising from transfers of financial assets.....	RIAD5523	<b>0</b>	RIADJJ00	<b>0</b>	RIADJJ01	<b>0</b>	4.
5. Provisions for credit losses <sup>1</sup> .....	RIAD4230	<b>2,270</b>	RIADJH90	<b>-19</b>	RIADJH96	<b>0</b>	5.
6. Adjustments (see instructions for this schedule) <sup>*</sup> .....	RIADC233	<b>3,687</b>	RIADJH91	<b>125</b>	RIADJH97	<b>0</b>	6.
7. Balance end of current period (sum of items 1, 2, 5, and 6, less items 3 and 4) (column A must equal Schedule RC, item 4.c).....	RIAD3123	<b>8,981</b>	RIADJH93	<b>106</b>	RIADJH99	<b>0</b>	7.

Dollar amounts in thousands		
1. Not applicable		M.1.
2. Not applicable		M.2.
3. Not applicable		M.3.
4. Not applicable		M.4.
5. Provisions for credit losses on other financial assets measured at amortized cost (not included in item 5, above).....	RIADJJ02	<b>0</b> M.5.
6. Allowance for credit losses on other financial assets measured at amortized cost (not included in item 7, above).....	RCONJJ03	<b>0</b> M.6.
7. Provisions for credit losses on off-balance-sheet credit exposures.....	RIADMG93	<b>-29</b> M.7.

1. The sum of item 5, columns A through C, plus Schedule RI-B, Part II, Memorandum items 5 and 7, below, must equal Schedule RI, item 4.  
 \*. Describe on Schedule RI-E - Explanations.

## Schedule RI-C - Disaggregated Data on the Allowances for Credit Losses (Form Type - 051)

Items 1 through 6 are to be completed semiannually in the June and December reports only by institutions with \$1 billion or more in total assets. The \$1 billion asset size test is based on the total assets reported on the June 30, 2023, Report of Condition.

Dollar amounts in thousands		(Column A) Amortized Cost		(Column B) Allowance Balance	
1. Real estate loans:					1.
a. Construction loans.....	RCONJJ04	NR	RCONJJ12	NR	1.a.
b. Commercial real estate loans.....	RCONJJ05	NR	RCONJJ13	NR	1.b.
c. Residential real estate loans.....	RCONJJ06	NR	RCONJJ14	NR	1.c.
2. Commercial loans <sup>2</sup> .....	RCONJJ07	NR	RCONJJ15	NR	2.
3. Credit cards.....	RCONJJ08	NR	RCONJJ16	NR	3.
4. Other consumer loans.....	RCONJJ09	NR	RCONJJ17	NR	4.
5. Unallocated, if any.....			RCONJJ18	NR	5.
6. Total (sum of items 1.a through 5) <sup>3</sup> .....	RCONJJ11	NR	RCONJJ19	NR	6.

Dollar amounts in thousands				
<i>Items 7 through 11 are to be completed semiannually in the June and December reports only by institutions with \$1 billion or more in total assets.</i>				
7. Securities issued by states and political subdivisions in the U.S.....	RCONJJ20		NR	7.
8. Mortgage-backed securities (MBS) (including CMOs, REMICs, and stripped MBS).....	RCONJJ21		NR	8.
9. Asset-backed securities and structured financial products.....	RCONJJ23		NR	9.
10. Other debt securities.....	RCONJJ24		NR	10.
11. Total (sum of items 7 through 10) <sup>4</sup> .....	RCONJJ25		NR	11.

2. Include all loans and leases not reported as real estate loans, credit cards, or other consumer loans in items 1, 3, or 4 of Schedule RI-C.  
 3. Item 6, column B, must equal Schedule RC, item 4.c.  
 4. Item 11 must equal Schedule RI-B, Part II, item 7, column B.

## Schedule RI-E - Explanations (Form Type - 051)

Schedule RI-E is to be completed each quarter on a calendar year-to-date basis, unless otherwise noted.

Detail all adjustments in Schedule RI-A and RI-B, all extraordinary items and other adjustments in Schedule RI, and all significant items of other noninterest income and other noninterest expense in Schedule RI. (See instructions for details.)

Items 1.a through 1.j and 2.a through 2.p are to be completed annually on a calendar year-to-date basis in the December report only.

Dollar amounts in thousands		
1. Other noninterest income (from Schedule RI, item 5.l) Itemize and describe amounts greater than \$100,000 that exceed 7 percent of Schedule RI, item 5.l:		1.
a. Income and fees from the printing and sale of checks.....	RIADC013	NR 1.a.
b. Earnings on/increase in value of cash surrender value of life insurance.....	RIADC014	NR 1.b.
c. Income and fees from automated teller machines (ATMs).....	RIADC016	NR 1.c.
d. Rent and other income from other real estate owned.....	RIAD4042	NR 1.d.
e. Safe deposit box rent.....	RIADC015	NR 1.e.
f. Bank card and credit card interchange fees.....	RIADF555	NR 1.f.
g. Income and fees from wire transfers.....	RIADT047	NR 1.g.
h. Disclose component and the dollar amount of that component:		1.h.
(TEXT4461) NR	RIAD4461	NR 1.h.1.
i. Disclose component and the dollar amount of that component:		1.i.
(TEXT4462) NR	RIAD4462	NR 1.i.1.
j. Disclose component and the dollar amount of that component:		1.j.
(TEXT4463) NR	RIAD4463	NR 1.j.1.
2. Other noninterest expense (from Schedule RI, item 7.d) Itemize and describe amounts greater than \$100,000 that exceed 7 percent of Schedule RI, item 7.d:		2.
a. Data processing expenses.....	RIADC017	NR 2.a.
b. Advertising and marketing expenses.....	RIAD0497	NR 2.b.
c. Directors' fees.....	RIAD4136	NR 2.c.
d. Printing, stationery, and supplies.....	RIADC018	NR 2.d.
e. Postage.....	RIAD8403	NR 2.e.
f. Legal fees and expenses.....	RIAD4141	NR 2.f.
g. FDIC deposit insurance assessments.....	RIAD4146	CONF 2.g.
h. Accounting and auditing expenses.....	RIADF556	NR 2.h.
i. Consulting and advisory expenses.....	RIADF557	NR 2.i.
j. Automated teller machine (ATM) and interchange expenses.....	RIADF558	NR 2.j.
k. Telecommunications expenses.....	RIADF559	NR 2.k.
l. Other real estate owned expenses.....	RIADY923	NR 2.l.
m. Insurance expenses (not included in employee expenses, premises and fixed asset expenses, and other real estate owned expenses).....	RIADY924	NR 2.m.
n. Disclose component and the dollar amount of that component:		2.n.
(TEXT4464) NR	RIAD4464	NR 2.n.1.
o. Disclose component and the dollar amount of that component:		2.o.
(TEXT4467) NR	RIAD4467	NR 2.o.1.
p. Disclose component and the dollar amount of that component:		2.p.
(TEXT4468) NR	RIAD4468	NR 2.p.1.
3. Discontinued operations and applicable income tax effect (from Schedule RI, item 11) (itemize and describe each discontinued operation):		3.
a. Disclose component, the gross dollar amount of that component, and its related income tax:		3.a.
(TEXTFT29) NR	RIADFT29	0 3.a.1.
3. Applicable income tax effect.....	RIADFT30	0 3.a.3.
b. Disclose component, the gross dollar amount of that component, and its related income tax:		3.b.
(TEXTFT31) NR	RIADFT31	0 3.b.1.
3. Applicable income tax effect.....	RIADFT32	0 3.b.3.
4. Cumulative effect of changes in accounting principles and corrections of material accounting errors (from Schedule RI-A, item 2) (itemize and describe all such effects):		4.
a. Disclose component and the dollar amount of that component:		4.a.

Dollar amounts in thousands

(TEXTB526) NR	RIADB526	0	4.a.1.
b. Disclose component and the dollar amount of that component:			4.b.
(TEXTB527) NR	RIADB527	0	4.b.1.
5. Other transactions with stockholders (including a parent holding company) (from Schedule RI-A, item 11) (itemize and describe all such transactions):			5.
a. Disclose component and the dollar amount of that component:			5.a.
(TEXT4498) Capital Contribution from Parent Company	RIAD4498	33,384	5.a.1.
b. Disclose component and the dollar amount of that component:			5.b.
(TEXT4499) NR	RIAD4499	0	5.b.1.
6. Adjustments to allowances for credit losses (from Schedule RI-B, Part II, item 6) (itemize and describe all adjustments):			6.
a. Initial allowances for credit losses recognized upon the acquisition of purchased credit-deteriorated assets <sup>1</sup> .....	RIADJJ27	3,811	6.a.
b. Disclose component and the dollar amount of that component:			6.b.
(TEXT4521) NR	RIAD4521	0	6.b.1.
c. Disclose component and the dollar amount of that component:			6.c.
(TEXT4522) NR	RIAD4522	0	6.c.1.
7. Other explanations (the space below is provided for the bank to briefly describe, at its option, any other significant items affecting the Report of Income):			7.
a. Comments? .....	RIAD4769	No	7.a.
b. Other explanations (please type or print clearly; 750 character limit): .....	TEXT4769	NR	7.b.

1. Institutions should report initial allowances for credit losses recognized upon the acquisition of purchased credit-deteriorated assets after the adoption of FASB ASC Topic 326.

## Schedule RC - Balance Sheet(Form Type - 051)

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Dollar amounts in thousands

1. Cash and balances due from depository institutions:			1.
a. Noninterest-bearing balances and currency and coin <sup>1</sup> .....	RCON0081	<b>10,202</b>	1.a.
b. Interest-bearing balances <sup>2</sup> .....	RCON0071	<b>39,520</b>	1.b.
2. Securities:			2.
a. Held-to-maturity securities (from Schedule RC-B, column A) <sup>3</sup> .....	RCONJJ34	<b>23,956</b>	2.a.
b. Available-for-sale debt securities (from Schedule RC-B, column D).....	RCON1773	<b>250,875</b>	2.b.
c. Equity securities with readily determinable fair values not held for trading <sup>4</sup> .....	RCONJA22	<b>1,123</b>	2.c.
3. Federal funds sold and securities purchased under agreements to resell:			3.
a. Federal funds sold.....	RCONB987	<b>0</b>	3.a.
b. Securities purchased under agreements to resell <sup>5</sup> .....	RCONB989	<b>0</b>	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			4.
a. Loans and leases held for sale.....	RCON5369	<b>0</b>	4.a.
b. Loans and leases held for investment.....	RCONB528	<b>1,044,504</b>	4.b.
c. LESS: Allowance for credit losses on loans and leases.....	RCON3123	<b>8,981</b>	4.c.
d. Loans and leases held for investment, net of allowance (item 4.b minus 4.c).....	RCONB529	<b>1,035,523</b>	4.d.
5. Trading assets.....	RCON3545	<b>0</b>	5.
6. Premises and fixed assets (including right-of-use assets).....	RCON2145	<b>3,707</b>	6.
7. Other real estate owned (from Schedule RC-M).....	RCON2150	<b>361</b>	7.
8. Investments in unconsolidated subsidiaries and associated companies.....	RCON2130	<b>0</b>	8.
9. Direct and indirect investments in real estate ventures.....	RCON3656	<b>0</b>	9.
10. Intangible assets (from Schedule RC-M).....	RCON2143	<b>620</b>	10.
11. Other assets (from Schedule RC-F) <sup>6</sup> .....	RCON2160	<b>46,551</b>	11.
12. Total assets (sum of items 1 through 11).....	RCON2170	<b>1,412,438</b>	12.
13. Deposits:			13.
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E).....	RCON2200	<b>1,273,102</b>	13.a.
1. Noninterest-bearing <sup>7</sup> .....	RCON6631	<b>240,553</b>	13.a.1.
2. Interest-bearing.....	RCON6636	<b>1,032,549</b>	13.a.2.
b. Not applicable			13.b.
14. Federal funds purchased and securities sold under agreements to repurchase:			14.
a. Federal funds purchased <sup>8</sup> .....	RCONB993	<b>0</b>	14.a.
b. Securities sold under agreements to repurchase <sup>9</sup> .....	RCONB995	<b>0</b>	14.b.
15. Trading liabilities.....	RCON3548	<b>0</b>	15.
16. Other borrowed money (includes mortgage indebtedness) (from Schedule RC-M).....	RCON3190	<b>0</b>	16.
17. Not applicable			17.
18. Not applicable			18.
19. Subordinated notes and debentures <sup>10</sup> .....	RCON3200	<b>0</b>	19.
20. Other liabilities (from Schedule RC-G).....	RCON2930	<b>24,612</b>	20.
21. Total liabilities (sum of items 13 through 20).....	RCON2948	<b>1,297,714</b>	21.
22. Not applicable			22.

1. Includes cash items in process of collection and unposted debits.
2. Includes time certificates of deposit not held for trading.
3. Institutions should report in item 2.a amounts net of any applicable allowance for credit losses, and item 2.a should equal Schedule RC-B, item 8, column A, less Schedule RI-B, Part II, item 7, column B.
4. Item 2.c is to be completed by all institutions. See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.
5. Includes all securities resale agreements, regardless of maturity.
6. Institutions should report in items 3.b and 11 amounts net of any applicable allowance for credit losses.
7. Includes noninterest-bearing demand, time, and savings deposits.
8. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
9. Includes all securities repurchase agreements, regardless of maturity.
10. Includes limited-life preferred stock and related surplus.

Dollar amounts in thousands

23. Perpetual preferred stock and related surplus.....	RCON3838	<b>0</b>	23.
24. Common stock.....	RCON3230	<b>21,194</b>	24.
25. Surplus (exclude all surplus related to preferred stock).....	RCON3839	<b>186,599</b>	25.
26. Not available			26.
a. Retained earnings.....	RCON3632	<b>-89,520</b>	26.a.
b. Accumulated other comprehensive income <sup>1</sup> .....	RCONB530	<b>-3,549</b>	26.b.
c. Other equity capital components <sup>2</sup> .....	RCONA130	<b>0</b>	26.c.
27. Not available			27.
a. Total bank equity capital (sum of items 23 through 26.c).....	RCON3210	<b>114,724</b>	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries.....	RCON3000	<b>0</b>	27.b.
28. Total equity capital (sum of items 27.a and 27.b).....	RCONG105	<b>114,724</b>	28.
29. Total liabilities and equity capital (sum of items 21 and 28).....	RCON3300	<b>1,412,438</b>	29.
<i>To be reported with the March Report of Condition.</i>			
<i>1a = An integrated audit of the reporting institution's financial statements and its internal control over financial reporting conducted in accordance with the standards of the American Institute of Certified Public Accountants (AICPA) or the Public Company Accounting Oversight Board (PCAOB) by an independent public accountant that submits a report on the institution.</i>			
<i>1b = An audit of the reporting institution's financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the institution.</i>			
<i>2a = An integrated audit of the reporting institution's parent holding company's consolidated financial statements and its internal control over financial reporting conducted in accordance with the standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately).</i>			
<i>2b = An audit of the reporting institution's parent holding company's consolidated financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately).</i>			
<i>3 = This number is not to be used.</i>			
<i>4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state-chartering authority)</i>			
<i>5 = Directors' examination of the bank performed by other external auditors (may be required by state-chartering authority)</i>			
<i>6 = Review of the bank's financial statements by external auditors</i>			
<i>7 = Compilation of the bank's financial statements by external auditors</i>			
<i>8 = Other audit procedures (excluding tax preparation work)</i>			
<i>9 = No external audit work</i>			
1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2024.....			
<i>To be reported with the March Report of Condition.</i>			
2. Bank's fiscal year-end date (report the date in MMDD format).....	RCON8678	<b>NR</b>	M.2.
	RCON6724	<b>NR</b>	M.1.

1. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.

2. Includes treasury stock and unearned Employee Stock Ownership Plan shares.

## Schedule RC-B - Securities(Form Type - 051)

Exclude assets held for trading.

Dollar amounts in thousands	(Column A) Held-to-maturity Amortized Cost		(Column B) Held-to-maturity Fair Value		(Column C) Available-for-sale Amortized Cost		(Column D) Available-for-sale Fair Value		
1. U.S. Treasury securities.....	RCON0211	0	RCON0213	0	RCON1286	0	RCON1287	0	1.
2. U.S. Government agency and sponsored agency obligations (exclude mortgage-backed securities) <sup>1</sup> .....	RCONHT50	0	RCONHT51	0	RCONHT52	83,844	RCONHT53	81,600	2.
3. Securities issued by states and political subdivisions in the U.S.....	RCON8496	2,747	RCON8497	2,639	RCON8498	0	RCON8499	0	3.
4. Mortgage-backed securities (MBS):									4.
a. Residential mortgage pass-through securities:									4.a.
1. Issued or guaranteed by FNMA, FHLMC, or GNMA.....	RCONHT54	4,893	RCONHT55	4,579	RCONHT56	109,211	RCONHT57	111,367	4.a.1.
2. Other pass-through securities.....	RCONG308	0	RCONG309	0	RCONG310	0	RCONG311	0	4.a.2.
b. Other residential mortgage-backed securities (include CMOs, REMICs, and stripped MBS):									4.b.
1. Issued or guaranteed by U.S. Government agencies or sponsored agencies <sup>1</sup> .....	RCONG312	0	RCONG313	0	RCONG314	38,555	RCONG315	39,257	4.b.1.
2. Collateralized by MBS issued or guaranteed by U.S. Government agencies or sponsored agencies <sup>1</sup> .....	RCONG316	0	RCONG317	0	RCONG318	0	RCONG319	0	4.b.2.
3. All other residential MBS.....	RCONG320	0	RCONG321	0	RCONG322	234	RCONG323	234	4.b.3.
c. Commercial MBS:									4.c.
1. Commercial mortgage pass-through securities:									4.c.1.
a. Issued or guaranteed by FNMA, FHLMC, or GNMA.....	RCONK142	7,778	RCONK143	7,503	RCONK144	3,330	RCONK145	2,924	4.c.1a.
b. Other pass-through securities.....	RCONK146	0	RCONK147	0	RCONK148	0	RCONK149	0	4.c.1b.
2. Other commercial MBS:									4.c.2.
a. Issued or guaranteed by U.S. Government agencies or sponsored agencies <sup>1</sup> .....	RCONK150	2,282	RCONK151	2,033	RCONK152	5,783	RCONK153	5,324	4.c.2a.
b. All other commercial MBS.....	RCONK154	0	RCONK155	0	RCONK156	0	RCONK157	0	4.c.2b.
5. Asset-backed securities and structured financial products:									5.
a. Asset-backed securities (ABS).....	RCONC026	0	RCONC988	0	RCONC989	78	RCONC027	78	5.a.
b. Structured financial products.....	RCONHT58	0	RCONHT59	0	RCONHT60	0	RCONHT61	0	5.b.
6. Other debt securities:									6.
a. Other domestic debt securities.....	RCON1737	6,362	RCON1738	6,423	RCON1739	10,000	RCON1741	10,091	6.a.
b. Other foreign debt securities.....	RCON1742	0	RCON1743	0	RCON1744	0	RCON1746	0	6.b.
7. Unallocated portfolio layer fair value hedge basis adjustments <sup>2</sup> .....					RCONMG95	NR			7.
8. Total (sum of items 1 through 7) <sup>3</sup> .....	RCON1754	24,062	RCON1771	23,177	RCON1772	251,035	RCON1773	250,875	8.

Dollar amounts in thousands

1. Pledged securities <sup>1</sup> .....	RCON0416	<b>87,791</b>	M.1.
2. Maturity and repricing data for debt securities (excluding those in nonaccrual status): <sup>1</sup>			M.2.
a. Securities issued by the U.S. Treasury, U.S. Government agencies, and states and political subdivisions in the U.S.; other non-mortgage debt securities; and mortgage pass-through securities other than those backed by closed-end first lien 1-4 family residential mortgages with a remaining maturity or next repricing date of: <sup>2</sup>			M.2.a.
1. Three months or less.....	RCONA549	<b>3,371</b>	M.2.a.1.
2. Over three months through 12 months.....	RCONA550	<b>9,025</b>	M.2.a.2.
3. Over one year through three years.....	RCONA551	<b>18,602</b>	M.2.a.3.
4. Over three years through five years.....	RCONA552	<b>33,343</b>	M.2.a.4.
5. Over five years through 15 years.....	RCONA553	<b>45,180</b>	M.2.a.5.
6. Over 15 years.....	RCONA554	<b>2,058</b>	M.2.a.6.
b. Mortgage pass-through securities backed by closed-end first lien 1-4 family residential mortgages with a remaining maturity or next repricing date of: <sup>2</sup>			M.2.b.
1. Three months or less.....	RCONA555	<b>0</b>	M.2.b.1.
2. Over three months through 12 months.....	RCONA556	<b>4</b>	M.2.b.2.
3. Over one year through three years.....	RCONA557	<b>209</b>	M.2.b.3.
4. Over three years through five years.....	RCONA558	<b>1,278</b>	M.2.b.4.
5. Over five years through 15 years.....	RCONA559	<b>11,293</b>	M.2.b.5.
6. Over 15 years.....	RCONA560	<b>103,476</b>	M.2.b.6.
c. Other mortgage-backed securities (include CMOs, REMICs, and stripped MBS; exclude mortgage pass-through securities) with an expected average life of: <sup>5</sup>			M.2.c.
1. Three years or less.....	RCONA561	<b>1,098</b>	M.2.c.1.
2. Over three years.....	RCONA562	<b>45,999</b>	M.2.c.2.
d. Debt securities with a REMAINING MATURITY of one year or less (included in Memorandum items 2.a through 2.c above).....	RCONA248	<b>9,030</b>	M.2.d.
<i>Memorandum item 3 is to be completed semiannually in the June and December reports only.</i>			
3. Amortized cost of held-to-maturity securities sold or transferred to available-for-sale or trading securities during the calendar year-to-date (report the amortized cost at date of sale or transfer).....	RCON1778	<b>NR</b>	M.3.
4. Structured notes (included in the held-to-maturity and available-for-sale accounts in Schedule RC-B, items 2, 3, 5, and 6):			M.4.
a. Amortized cost.....	RCON8782	<b>0</b>	M.4.a.
b. Fair value.....	RCON8783	<b>0</b>	M.4.b.
5. Not applicable			M.5.
6. Not applicable			M.6.

Dollar amounts in thousands	(Column A) Held-to-maturity Amortized Cost		(Column B) Held-to-maturity Fair Value		(Column C) Available-for-sale Amortized Cost		(Column D) Available-for-sale Fair Value		M.7.
	RCONPU98	0	RCONPU99	0	RCONPV00	0	RCONPV01	0	
7. Guaranteed by U.S. Government agencies or sponsored agencies included in Schedule RC-B, item 5.b.....									

- Includes Small Business Administration "Guaranteed Loan Pool Certificates"; U.S. Maritime Administration obligations; Export-Import Bank participation certificates; and obligations (other than mortgage-backed securities) issued by the Farm Credit System, the Federal Home Loan Bank System, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Financing Corporation, Resolution Funding Corporation, the Student Loan Marketing Association, and the Tennessee Valley Authority.
- U.S. Government agencies include, but are not limited to, such agencies as the Government National Mortgage Association (GNMA), the Federal Deposit Insurance Corporation (FDIC), and the National Credit Union Administration (NCUA). U.S. Government-sponsored agencies include, but are not limited to, such agencies as the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA).
- U.S. Government agencies include, but are not limited to, such agencies as the Government National Mortgage Association (GNMA), the Federal Deposit Insurance Corporation (FDIC), and the National Credit Union Administration (NCUA). U.S. Government-sponsored agencies include, but are not limited to, such agencies as the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA).
- This item is to be completed by institutions that have adopted ASU 2022-01, as applicable.
- The total reported in column A must equal Schedule RC, item 2.a, plus Schedule RI-B, Part II, item 7, column B. The total reported in column D must equal Schedule RC, item 2.b.
- Includes held-to-maturity securities at amortized cost, available-for-sale debt securities at fair value, and equity securities with readily determinable fair values not held for trading (reported in Schedule RC, item 2.c) at fair value.
- Includes held-to-maturity securities at amortized cost, available-for-sale debt securities at fair value, and equity securities with readily determinable fair values not held for trading (reported in Schedule RC, item 2.c) at fair value.
- Report fixed-rate debt securities by remaining maturity and floating-rate debt securities by next repricing date.
- Report fixed-rate debt securities by remaining maturity and floating-rate debt securities by next repricing date.
- Sum of Memorandum items 2.c.(1) and 2.c.(2) plus any nonaccrual "Other mortgage-backed securities" included in Schedule RC-N, item 10, column C, must equal Schedule RC-B, sum of items 4.b and 4.c.(2), columns A and D.

## Schedule RC-C Part I - Loans and Leases(Form Type - 051)

Do not deduct the allowance for credit losses on loans and leases or the allocated transfer risk reserve from amounts reported in this schedule. Report (1) loans and leases held for sale at the lower of cost or fair value, (2) loans and leases held for investment, net of unearned income, and (3) loans and leases accounted for at fair value under a fair value option. Exclude assets held for trading and commercial paper.

Dollar amounts in thousands

1. Loans secured by real estate:			1.
a. Construction, land development, and other land loans:			1.a.
1. 1-4 family residential construction loans.....	RCONF158	0	1.a.1.
2. Other construction loans and all land development and other land loans.....	RCONF159	0	1.a.2.
b. Secured by farmland (including farm residential and other improvements).....	RCON1420	0	1.b.
c. Secured by 1-4 family residential properties:			1.c.
1. Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit.	RCON1797	70,547	1.c.1.
2. Closed-end loans secured by 1-4 family residential properties:			1.c.2.
a. Secured by first liens.....	RCON5367	199,682	1.c.2.a.
b. Secured by junior liens.....	RCON5368	956	1.c.2.b.
d. Secured by multifamily (5 or more) residential properties.....	RCON1460	0	1.d.
e. Secured by nonfarm nonresidential properties:			1.e.
1. Loans secured by owner-occupied nonfarm nonresidential properties.....	RCONF160	114,209	1.e.1.
2. Loans secured by other nonfarm nonresidential properties.....	RCONF161	199,909	1.e.2.
2. Loans to depository institutions and acceptances of other banks.....	RCON1288	0	2.
3. Loans to finance agricultural production and other loans to farmers.....	RCON1590	0	3.
4. Commercial and industrial loans.....	RCON1766	230,303	4.
5. Not applicable			5.
6. Loans to individuals for household, family, and other personal expenditures (i.e., consumer loans) (includes purchased paper):			6.
a. Credit cards.....	RCONB538	0	6.a.
b. Other revolving credit plans.....	RCONB539	0	6.b.
c. Automobile loans.....	RCONK137	73,173	6.c.
d. Other consumer loans (includes single payment and installment, loans other than automobile loans, and all student loans).....	RCONK207	155,725	6.d.
7. Not applicable			7.
8. Obligations (other than securities and leases) of states and political subdivisions in the U.S.....	RCON2107	0	8.
9. Loans to nondepository financial institutions and other loans:			9.
a. Loans to nondepository financial institutions.....	RCONJ454	0	9.a.
b. Other loans.....	RCONJ464	0	9.b.
10. Lease financing receivables (net of unearned income).....	RCON2165	0	10.
11. LESS: Any unearned income on loans reflected in items 1-9 above.....	RCON2123	0	11.
12. Total loans and leases held for investment and held for sale (sum of items 1 through 10 minus item 11) (must equal Schedule RC, sum of items 4.a and 4.b).....	RCON2122	1,044,504	12.

Dollar amounts in thousands

Memorandum items 1.a.(1) through 1.f.(5) are to be completed semiannually in the June and December reports only. Memorandum item 1.g is to be completed quarterly.

1. Loan modifications to borrowers experiencing financial difficulty that are in compliance with their modified terms (included in Schedule RC-C, Part I, and not reported as past due or nonaccrual in Schedule RC-N, Memorandum item 1):

			M.1.
a. Construction, land development, and other land loans:			M.1.a.
1. 1-4 family residential construction loans.....	RCONK158	NR	M.1.a.1.
2. Other construction loans and all land development and other land loans.....	RCONK159	NR	M.1.a.2.
b. Loans secured by 1-4 family residential properties.....	RCONF576	NR	M.1.b.
c. Secured by multifamily (5 or more) residential properties.....	RCONK160	NR	M.1.c.
d. Secured by nonfarm nonresidential properties:			M.1.d.
1. Loans secured by owner-occupied nonfarm nonresidential properties.....	RCONK161	NR	M.1.d.1.
2. Loans secured by other nonfarm nonresidential properties.....	RCONK162	NR	M.1.d.2.
e. Commercial and industrial loans.....	RCONK256	NR	M.1.e.
f. All other loans (include loans to individuals for household, family, and other personal expenditures).....	RCONK165	NR	M.1.f.
1. Loans secured by farmland.....	RCONK166	NR	M.1.f.1.
2. Not applicable			M.1.f.2.
3. Not applicable			M.1.f.3.
4. Loans to individuals for household, family, and other personal expenditures:			M.1.f.4.
a. Credit cards.....	RCONK098	NR	M.1.f.4.a.
b. Automobile loans.....	RCONK203	NR	M.1.f.4.b.
c. Other (includes revolving credit plans other than credit cards and other consumer loans).....	RCONK204	NR	M.1.f.4.c.
5. Loans to finance agricultural production and other loans to farmers <sup>1</sup> .....	RCONK168	NR	M.1.f.5.
g. Total loan modifications to borrowers experiencing financial difficulty that are in compliance with their modified terms (sum of Memorandum items 1.a.(1) through 1.f.).....	RCONHK25	78	M.1.g.
2. Maturity and repricing data for loans and leases (excluding those in nonaccrual status):			M.2.
a. Closed-end loans secured by first liens on 1-4 family residential properties (reported in Schedule RC-C, Part I, item 1.c.(2)(a)) with a remaining maturity or next repricing date of: <sup>1, 2</sup>			M.2.a.
1. Three months or less.....	RCONA564	4,316	M.2.a.1.
2. Over three months through 12 months.....	RCONA565	1,131	M.2.a.2.
3. Over one year through three years.....	RCONA566	1,790	M.2.a.3.
4. Over three years through five years.....	RCONA567	9,252	M.2.a.4.
5. Over five years through 15 years.....	RCONA568	13,938	M.2.a.5.
6. Over 15 years.....	RCONA569	167,416	M.2.a.6.
b. All loans and leases (reported in Schedule RC-C, Part I, items 1 through 10, above) EXCLUDING closed-end loans secured by first liens on 1-4 family residential properties (reported in Schedule RC-C, Part I, item 1.c.(2)(a), above) with a remaining maturity or next repricing date of: <sup>1, 3</sup>			M.2.b.
1. Three months or less.....	RCONA570	216,867	M.2.b.1.
2. Over three months through 12 months.....	RCONA571	15,743	M.2.b.2.
3. Over one year through three years.....	RCONA572	129,835	M.2.b.3.
4. Over three years through five years.....	RCONA573	197,937	M.2.b.4.
5. Over five years through 15 years.....	RCONA574	81,444	M.2.b.5.
6. Over 15 years.....	RCONA575	188,224	M.2.b.6.
c. Loans and leases (reported in Schedule RC-C, Part I, items 1 through 10, above) with a REMAINING MATURITY of one year or less (excluding those in nonaccrual status).....	RCONA247	236,384	M.2.c.

1. The \$300 million asset-size test and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2024, Report of Condition.  
 1, 2. 1. Report fixed-rate loans and leases by remaining maturity and floating rate loans by next repricing date. 2. Sum of Memorandum items 2.a.(1) through 2.a.(6) plus total nonaccrual closed-end loans secured by first liens on 1-4 family residential properties included in Schedule RC-N, item 1.c.(2)(a), column C, must equal total closed-end loans secured by first liens on 1-4 family residential properties from Schedule RC-C, Part I, item 1.c.(2)(a).  
 1, 3. 1. Report fixed-rate loans and leases by remaining maturity and floating rate loans by next repricing date. 3. Sum of Memorandum items 2.b.(1) through 2.b.(6), plus total nonaccrual loans and leases from Schedule RC-N, item 9, column C, minus nonaccrual closed-end loans secured by first liens on 1-4 family residential properties included in Schedule RC-N, item 1.c.(2)(a), column C, must equal total loans and leases from Schedule RC-C, Part I, sum of items 1 through 10, minus total closed-end loans secured

Dollar amounts in thousands

3. Loans to finance commercial real estate, construction, and land development activities (not secured by real estate) included in Schedule RC-C, Part I, items 4 and 9 <sup>4</sup> .....	RCON2746	<b>0</b>	M.3.
<i>Memorandum item 4 is to be completed semiannually in the June and December reports only.</i>			
4. Adjustable-rate closed-end loans secured by first liens on 1-4 family residential properties (included in Schedule RC-C, Part I, item 1.c.(2)(a)).....	RCON5370	<b>NR</b>	M.4.
5. Not applicable			M.5.
6. Not applicable			M.6.
7. Not applicable			M.7.
<i>Memorandum item 8.a is to be completed semiannually in the June and December reports only.</i>			
8. Closed-end loans with negative amortization features secured by 1-4 family residential properties:			M.8.
a. Total amount of closed-end loans with negative amortization features secured by 1-4 family residential properties (included in Schedule RC-C, Part I, items 1.c.(2)(a) and 1.c.(2)(b)).....	RCONF230	<b>NR</b>	M.8.a.
<i>Memorandum items 8.b and 8.c are to be completed annually in the December report only by banks that had closed-end loans with negative amortization features secured by 1-4 family residential properties (as reported in Schedule RC-C, Part I, Memorandum item 8.a) as of the previous December 31 report date that exceeded the lesser of \$100 million or 5 percent of total loans and leases held for investment and held for sale (as reported in Schedule RC-C, Part I, item 12) as of the previous December 31 report date.</i>			
b. Total maximum remaining amount of negative amortization contractually permitted on closed-end loans secured by 1-4 family residential properties.....	RCONF231	<b>NR</b>	M.8.b.
c. Total amount of negative amortization on closed-end loans secured by 1-4 family residential properties included in the amount reported in Memorandum item 8.a above.....	RCONF232	<b>NR</b>	M.8.c.
9. Loans secured by 1-4 family residential properties in process of foreclosure (included in Schedule RC-C, Part I, items 1.c.(1), 1.c.(2)(a), and 1.c.(2)(b)).....	RCONF577	<b>0</b>	M.9.
10. Not applicable			M.10.

4. Exclude loans secured by real estate that are included in Schedule RC-C, Part I, items 1.a through 1.e.

Dollar amounts in thousands

11. Not applicable			M.11.
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Dollar amounts in thousands

	(Column A) Fair value of acquired loans and leases at acquisition date		(Column B) Gross contractual amounts receivable at acquisition date		(Column C) Best estimate at acquisition date of contractual cash flows not expected to be collected		
<i>Memorandum item 12 is to be completed semiannually in the June and December reports only.</i>							
12. Loans (not considered purchased credit deteriorated) and leases held for investment that were acquired in business combinations with acquisition dates in the current calendar year.....	RCONGW45	NR	RCONGW46	NR	RCONGW47	NR	M.12.

Dollar amounts in thousands

<i>Memorandum item 13 is to be completed by banks that had construction, land development, and other land loans (as reported in Schedule RC-C, Part I, item 1.a) that exceeded 100 percent of the sum of tier 1 capital (as reported in Schedule RC-R, Part I, item 26) plus the allowance for loan and lease losses or the allowance for credit losses on loans and leases, as applicable (as reported in Schedule RC, item 4.c) as of December 31, 2021.</i>							M.13.
13. Construction, land development, and other land loans with interest reserves:							
a. Amount of loans that provide for the use of interest reserves (included in Schedule RC-C, Part I, item 1.a).....	RCONG376	NR					M.13.a.
b. Amount of interest capitalized from interest reserves on construction, land development, and other land loans that is included in interest and fee income on loans during the quarter (included in Schedule RI, item 1.a.(1)(b))..	RIADG377	NR					M.13.b.
<i>Memorandum item 14 is to be completed by all banks.</i>							
14. Pledged loans and leases.....	RCONG378	0					M.14.
<i>Memorandum item 15 is to be completed for the December report only.</i>							
15. Reverse mortgages:							M.15.
<i>Memorandum item 15 is to be completed for the December report only.</i>							
a. Reverse mortgages outstanding that are held for investment (included in Schedule RC-C, item 1.c, above).....	RCONPR04	NR					M.15.a.
b. Estimated number of reverse mortgage loan referrals to other lenders during the year from whom compensation has been received for services performed in connection with the origination of the reverse mortgages.....	RCONPR05	NR					M.15.b.
c. Principal amount of reverse mortgage originations that have been sold during the year.....	RCONPR06	NR					M.15.c.
<i>Memorandum item 16 is to be completed by all banks in the June and December reports only.</i>							
16. Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit that have converted to non-revolving closed-end status (included in item 1.c.(1) above).....	RCONLE75	NR					M.16.
<i>Amounts reported in Memorandum items 17.a and 17.b will not be made available to the public on an individual institution basis.</i>							
17. Eligible loan modifications under Section 4013, Temporary Relief from Troubled Debt Restructurings, of the 2020 Coronavirus Aid, Relief, and Economic Security Act:							M.17.
a. Number of Section 4013 loans outstanding.....	RCONLG24	CONF					M.17.a.
b. Outstanding balance of Section 4013 loans.....	RCONLG25	CONF					M.17.b.

## Schedule RC-C Part II - Loans to Small Businesses and Small Farms(Form Type - 051)

Report the number and amount currently outstanding as of the report date of business loans with "original amounts" of \$1,000,000 or less and farm loans with "original amounts" of \$500,000 or less. The following guidelines should be used to determine the "original amount" of a loan:  
 (1) For loans drawn down under lines of credit or loan commitments, the "original amount" of the loan is the size of the line of credit or loan commitment when the line of credit or loan commitment was most recently approved, extended, or renewed prior to the report date. However, if the amount currently outstanding as of the report date exceeds this size, the "original amount" is the amount currently outstanding on the report date. (2) For loan participations and syndications, the "original amount" of the loan participation or syndication is the entire amount of the credit originated by the lead lender. (3) For all other loans, the "original amount" is the total amount of the loan at origination or the amount currently outstanding as of the report date, whichever is larger.

### Dollar amounts in thousands

1. Indicate in the appropriate box at the right whether all or substantially all of the dollar volume of your bank's "Loans secured by nonfarm nonresidential properties" reported in Schedule RC-C, Part I, items 1.e.(1) and 1.e.(2), and all or substantially all of the dollar volume of your bank's "Commercial and industrial loans" reported in Schedule RC-C, Part I, item 4, have original amounts of \$100,000 or less (If your bank has no loans outstanding in both of these two loan categories, place an "X" in the box marked "NO.").....	RCON6999	NR	1.
<i>If YES, complete items 2.a and 2.b below, skip items 3 and 4, and go to item 5. If NO and your bank has loans outstanding in either loan category, skip items 2.a and 2.b, complete items 3 and 4 below, and go to item 5. If NO and your bank has no loans outstanding in both loan categories, skip items 2 through 4, and go to item 5</i>			2.
2. Report the total number of loans currently outstanding for each of the following Schedule RC-C, Part I, loan categories:			
a. "Loans secured by nonfarm nonresidential properties" reported in Schedule RC-C, Part I, items 1.e.(1) and 1.e.(2) (Note: Sum of items 1.e.(1) and 1.e.(2) divided by the number of loans should NOT exceed \$100,000.).....	RCON5562	NR	2.a.
b. "Commercial and industrial loans" reported in Schedule RC-C, Part I, item 4 (Note: Item 4 divided by the number of loans should NOT exceed \$100,000.).....	RCON5563	NR	2.b.

### Dollar amounts in thousands

	(Column A) Number of Loans		(Column B) Amount Currently Outstanding		
3. Number and amount currently outstanding of "Loans secured by nonfarm nonresidential properties" reported in Schedule RC-C, Part I, items 1.e.(1) and 1.e.(2) (sum of items 3.a through 3.c must be less than or equal to Schedule RC-C, Part I, sum of items 1.e.(1) and 1.e.(2)):					3.
a. With original amounts of \$100,000 or less.....	RCON5564	NR	RCON5565	NR	3.a.
b. With original amounts of more than \$100,000 through \$250,000.....	RCON5566	NR	RCON5567	NR	3.b.
c. With original amounts of more than \$250,000 through \$1,000,000.....	RCON5568	NR	RCON5569	NR	3.c.
4. Number and amount currently outstanding of "Commercial and industrial loans" reported in Schedule RC-C, Part I, item 4 (sum of items 4.a through 4.c must be less than or equal to Schedule RC-C, Part I, item 4):					4.
a. With original amounts of \$100,000 or less.....	RCON5570	NR	RCON5571	NR	4.a.
b. With original amounts of more than \$100,000 through \$250,000.....	RCON5572	NR	RCON5573	NR	4.b.
c. With original amounts of more than \$250,000 through \$1,000,000.....	RCON5574	NR	RCON5575	NR	4.c.

### Dollar amounts in thousands

5. Indicate in the appropriate box at the right whether all or substantially all of the dollar volume of your bank's "Loans secured by farmland (including farm residential and other improvements)" reported in Schedule RC-C, Part I, item 1.b, and all or substantially all of the dollar volume of your bank's "Loans to finance agricultural production and other loans to farmers" in reported in Schedule RC-C, Part I, item 3, have original amounts of \$100,000 or less (If your bank has no loans outstanding in both of these two loan categories, place an "X" in the box marked "NO.").....	RCON6860	NR	5.
<i>If YES, complete items 6.a and 6.b below, and do not complete items 7 and 8. If NO and your bank has loans outstanding in either loan category, skip items 6.a and 6.b and complete items 7 and 8 below. If NO and your bank has no loans outstanding in both loan categories, do not complete items 6 through 8.</i>			6.
6. Report the total number of loans currently outstanding for each of the following Schedule RC-C, Part I, loan categories:			
a. "Loans secured by farmland (including farm residential and other improvements)" reported in Schedule RC-C, Part I, item 1.b (Note: Item 1.b, divided by the number of loans should NOT exceed \$100,000.).....	RCON5576	NR	6.a.
b. "Loans to finance agricultural production and other loans to farmers" in reported in Schedule RC-C, Part I, item 3 (Note: Item 3 divided by the number of loans should NOT exceed \$100,000.).....	RCON5577	NR	6.b.

Dollar amounts in thousands		(Column A) Number of Loans		(Column B) Amount Currently Outstanding		
7. Number and amount currently outstanding of "Loans secured by farmland (including farm residential and other improvements)" reported in Schedule RC-C, Part I, item 1.b (sum of items 7.a through 7.c must be less than or equal to Schedule RC-C, Part I, item 1.b):						7.
a. With original amounts of \$100,000 or less.....	RCON5578	NR	RCON5579	NR		7.a.
b. With original amounts of more than \$100,000 through \$250,000.....	RCON5580	NR	RCON5581	NR		7.b.
c. With original amounts of more than \$250,000 through \$500,000.....	RCON5582	NR	RCON5583	NR		7.c.
8. Number and amount currently outstanding of "Loans to finance agricultural production and other loans to farmers" reported in Schedule RC-C, Part I, item 3 (sum of items 8.a through 8.c must be less than or equal to Schedule RC-C, Part I, item 3):						8.
a. With original amounts of \$100,000 or less.....	RCON5584	NR	RCON5585	NR		8.a.
b. With original amounts of more than \$100,000 through \$250,000.....	RCON5586	NR	RCON5587	NR		8.b.
c. With original amounts of more than \$250,000 through \$500,000.....	RCON5588	NR	RCON5589	NR		8.c.

### Schedule RC-E - Deposit Liabilities(Form Type - 051)

Dollar amounts in thousands		(Column A) Transaction Accounts Total transaction accounts (including total demand deposits)		(Column B) Transaction Accounts Memo: Total demand deposits (included in column A)		(Column C) Nontransaction Accounts Total nontransaction accounts (including MMDAs)	
Deposits of:							
1. Individuals, partnerships, and corporations.....	RCONB549	<b>785,742</b>			RCONB550	<b>457,620</b>	1.
2. U.S. Government.....	RCON2202	<b>0</b>			RCON2520	<b>0</b>	2.
3. States and political subdivisions in the U.S.....	RCON2203	<b>15,430</b>			RCON2530	<b>12,375</b>	3.
4. Commercial banks and other depository institutions in the U.S.....	RCONB551	<b>1,239</b>			RCONB552	<b>697</b>	4.
5. Banks in foreign countries.....	RCON2213	<b>0</b>			RCON2236	<b>0</b>	5.
6. Foreign governments and official institutions (including foreign central banks).....	RCON2216	<b>0</b>			RCON2377	<b>0</b>	6.
7. Total (sum of items 1 through 6) (sum of columns A and C must equal Schedule RC, item 13.a).....	RCON2215	<b>802,411</b>	RCON2210	<b>240,553</b>	RCON2385	<b>470,692</b>	7.

Dollar amounts in thousands

1. Selected components of total deposits (i.e., sum of item 7, columns A and C):			M.1.
<i>Memorandum item 1.a is to be completed semiannually in the June and December reports only.</i>			
a. Total Individual Retirement Accounts (IRAs) and Keogh Plan accounts.....	RCON6835	<b>NR</b>	M.1.a.
b. Total brokered deposits.....	RCON2365	<b>0</b>	M.1.b.
c. Brokered deposits of \$250,000 or less (fully insured brokered deposits) <sup>2</sup> .....	RCONHK05	<b>0</b>	M.1.c.
d. Maturity data for brokered deposits:			M.1.d.
1. Brokered deposits of \$250,000 or less with a remaining maturity of one year or less (included in Memorandum item 1.c above).....	RCONHK06	<b>0</b>	M.1.d.1.
2. Not applicable			M.1.d.2.
3. Brokered deposits of more than \$250,000 with a remaining maturity of one year or less (included in Memorandum item 1.b above).....	RCONK220	<b>0</b>	M.1.d.3.
e. Preferred deposits (uninsured deposits of states and political subdivisions in the U.S. reported in item 3 above which are secured or collateralized as required under state law) (to be completed for the December report only).	RCON5590	<b>NR</b>	M.1.e.
f. Estimated amount of deposits obtained through the use of deposit listing services that are not brokered deposits.....	RCONK223	<b>0</b>	M.1.f.
g. Total reciprocal deposits (as of the report date).....	RCONJH83	<b>142,977</b>	M.1.g.
<i>Memorandum items 1.h.(1) through 1.h.(4) and 1.i. are to be completed semiannually in the June and December reports only.</i>			
h. Sweep deposits:			M.1.h.
1. Fully insured, affiliate sweep deposits.....	RCONMT87	<b>NR</b>	M.1.h.1.
2. Not fully insured, affiliate sweep deposits.....	RCONMT89	<b>NR</b>	M.1.h.2.
3. Fully insured, non-affiliate sweep deposits.....	RCONMT91	<b>NR</b>	M.1.h.3.
4. Not fully insured, non-affiliate sweep deposits.....	RCONMT93	<b>NR</b>	M.1.h.4.
i. Total sweep deposits that are not brokered deposits.....	RCONMT95	<b>NR</b>	M.1.i.
2. Components of total nontransaction accounts (sum of Memorandum items 2.a through 2.d must equal item 7, column C above):			M.2.
a. Savings deposits:			M.2.a.
1. Money market deposit accounts (MMDAs).....	RCON6810	<b>160,318</b>	M.2.a.1.
2. Other savings deposits (excludes MMDAs).....	RCON0352	<b>44,605</b>	M.2.a.2.
b. Total time deposits of less than \$100,000.....	RCON6648	<b>114,857</b>	M.2.b.
c. Total time deposits of \$100,000 through \$250,000.....	RCONJ473	<b>104,930</b>	M.2.c.
d. Total time deposits of more than \$250,000.....	RCONJ474	<b>45,982</b>	M.2.d.
e. Individual Retirement Accounts (IRAs) and Keogh Plan accounts of \$100,000 or more included in Memorandum items 2.c and 2.d above.....	RCONF233	<b>8,863</b>	M.2.e.
3. Maturity and repricing data for time deposits of \$250,000 or less:			M.3.
a. Time deposits of \$250,000 or less with a remaining maturity or next repricing date of:			M.3.a.
1. Three months or less.....	RCONHK07	<b>96,628</b>	M.3.a.1.
2. Over three months through 12 months.....	RCONHK08	<b>108,402</b>	M.3.a.2.
3. Over one year through three years.....	RCONHK09	<b>13,408</b>	M.3.a.3.
4. Over three years.....	RCONHK10	<b>1,349</b>	M.3.a.4.
b. Time deposits of \$250,000 or less with a REMAINING MATURITY of one year or less (included in Memorandum items 3.a.(1) and 3.a.(2) above) <sup>3</sup> .....	RCONHK11	<b>204,489</b>	M.3.b.
4. Maturity and repricing data for time deposits of more than \$250,000:			M.4.
a. Time deposits of more than \$250,000 with a remaining maturity or next repricing date of:			M.4.a.
1. Three months or less.....	RCONHK12	<b>23,628</b>	M.4.a.1.
2. Over three months through 12 months.....	RCONHK13	<b>20,614</b>	M.4.a.2.
3. Over one year through three years.....	RCONHK14	<b>1,740</b>	M.4.a.3.
4. Over three years.....	RCONHK15	<b>0</b>	M.4.a.4.
b. Time deposits of more than \$250,000 with a REMAINING MATURITY of one year or less (included in Memorandum items 4.a.(1) and 4.a.(2) above) <sup>3</sup> .....	RCONK222	<b>44,242</b>	M.4.b.

2. The dollar amounts used as the basis for reporting in Memorandum items 1.c reflect the deposit insurance limits in effect on the report date.  
 3. Report both fixed-and floating-rate time deposits by remaining maturity. Exclude floating-rate time deposits with a next repricing date of one year or less that have a remaining maturity of over one year.  
 3. Report both fixed-and floating-rate time deposits by remaining maturity. Exclude floating-rate time deposits with a next repricing date of one year or less that have a remaining maturity of over one year.

Dollar amounts in thousands

*Memorandum item 5 is to be completed semiannually in the June and December reports only.*

5. Does your institution offer one or more consumer deposit account products, i.e., transaction account or nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use?.....

RCONP752	<b>NR</b>	M.5.
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*Memorandum items 6 and 7 are to be completed annually in the December report only by institutions with \$1 billion or more in total assets that answered "Yes" to Memorandum 5 above. The \$1 billion asset size test is based on the total assets reported on the June 30, 2024, Report of Condition.*

6. Components of total transaction account deposits of individuals, partnerships, and corporations (sum of Memorandum items 6.a and 6.b must be less than or equal to Schedule RC-E, item 1, column A):

		M.6.
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a. Total deposits in those noninterest-bearing transaction account deposit products intended primarily for individuals for personal, household, or family use.....

RCONP753	<b>NR</b>	M.6.a.
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b. Total deposits in those interest-bearing transaction account deposit products intended primarily for individuals for personal, household, or family use.....

RCONP754	<b>NR</b>	M.6.b.
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7. Components of total nontransaction account deposits of individuals, partnerships, and corporations (sum of Memorandum items 7.a.(1), 7.a.(2), 7.b.(1), and 7.b.(2) plus all time deposits of individuals, partnerships, and corporations must equal Schedule RC-E, item 1, column C):

		M.7.
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a. Money market deposit accounts (MMDAs) of individuals, partnerships, and corporations (sum of Memorandum items 7.a.(1) and 7.a.(2) must be less than or equal to Schedule RC-E, Memorandum item 2.a.(1) above):

		M.7.a.
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1. Total deposits in those MMDA deposit products intended primarily for individuals for personal, household, or family use.....

RCONP756	<b>NR</b>	M.7.a.1.
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2. Deposits in all other MMDAs of individuals, partnerships, and corporations.....

RCONP757	<b>NR</b>	M.7.a.2.
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b. Other savings deposit accounts of individuals, partnerships, and corporations (sum of Memorandum s 7.b.(1) and 7.b.(2) must be less than or equal to Schedule RC-E, Memorandum item 2.a.(2) above):

		M.7.b.
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1. Total deposits in those other savings deposit account deposit products intended primarily for individuals for personal, household, or family use.....

RCONP758	<b>NR</b>	M.7.b.1.
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2. Deposits in all other savings deposit accounts of individuals, partnerships, and corporations.....

RCONP759	<b>NR</b>	M.7.b.2.
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## Schedule RC-F - Other Assets(Form Type - 051)

Dollar amounts in thousands

1. Accrued interest receivable <sup>2</sup> .....	RCONB556	<b>9,608</b>	1.
2. Net deferred tax assets <sup>3</sup> .....	RCON2148	<b>2,193</b>	2.
3. Interest-only strips receivable (not in the form of a security) on mortgage loans and other financial assets <sup>4</sup> .....	RCONHT80	<b>0</b>	3.
4. Equity investments without readily determinable fair values <sup>5</sup> .....	RCON1752	<b>9,560</b>	4.
5. Life insurance assets:			5.
a. General account life insurance assets.....	RCONK201	<b>11,307</b>	5.a.
b. Separate account life insurance assets.....	RCONK202	<b>0</b>	5.b.
c. Hybrid account life insurance assets.....	RCONK270	<b>0</b>	5.c.
<i>Items 6.a through 6.j are to be completed semiannually in the June and December reports only.</i>			
6. All other assets (itemize and describe amounts greater than \$100,000 that exceed 25 percent of this item).....	RCON2168	<b>13,883</b>	6.
a. Prepaid expenses.....	RCON2166	<b>NR</b>	6.a.
b. Repossessed personal property (including vehicles).....	RCON1578	<b>NR</b>	6.b.
c. Derivatives with a positive fair value held for purposes other than trading.....	RCONC010	<b>NR</b>	6.c.
d. Not applicable			6.d.
e. Computer software.....	RCONFT33	<b>NR</b>	6.e.
f. Accounts receivable.....	RCONFT34	<b>NR</b>	6.f.
g. Receivables from foreclosed government-guaranteed mortgage loans.....	RCONFT35	<b>NR</b>	6.g.
h. Disclose component and the dollar amount of that component:			6.h.
1. Describe component.....	TEXT3549	<b>NR</b>	6.h.1.
2. Amount of component.....	RCON3549	<b>NR</b>	6.h.2.
i. Disclose component and the dollar amount of that component:			6.i.
1. Describe component.....	TEXT3550	<b>NR</b>	6.i.1.
2. Amount of component.....	RCON3550	<b>NR</b>	6.i.2.
j. Disclose component and the dollar amount of that component:			6.j.
1. Describe component.....	TEXT3551	<b>NR</b>	6.j.1.
2. Amount of component.....	RCON3551	<b>NR</b>	6.j.2.
7. Total (sum of items 1 through 6) (must equal Schedule RC, item 11).....	RCON2160	<b>46,551</b>	7.

2. Include accrued interest receivable on loans, leases, debt securities, and other interest-bearing assets. Exclude accrued interest receivables on financial assets that are reported elsewhere on the balance sheet.
3. See discussion of deferred income taxes in Glossary entry on Income Taxes.
4. Report interest-only strips receivable in the form of a security as available-for-sale securities in Schedule RC, item 2.b, or as trading assets in Schedule RC, item 5, as appropriate.
5. Include Federal Reserve stock, Federal Home Loan Bank stock, and bankers' bank stock.

## Schedule RC-G - Other Liabilities(Form Type - 051)

Dollar amounts in thousands

1. Not available			1.
a. Interest accrued and unpaid on deposits <sup>1</sup> .....	RCON3645	<b>3,516</b>	1.a.
b. Other expenses accrued and unpaid (includes accrued income taxes payable).....	RCON3646	<b>2,559</b>	1.b.
2. Net deferred tax liabilities <sup>2</sup> .....	RCON3049	<b>0</b>	2.
3. Allowance for credit losses on off-balance sheet credit exposures.....	RCONB557	<b>140</b>	3.
4. All other liabilities (itemize and describe amounts greater than \$100,000 that exceed 25 percent of this item).....	RCON2938	<b>18,397</b>	4.
a. Accounts payable.....	RCON3066	<b>NR</b>	4.a.
b. Deferred compensation liabilities.....	RCONC011	<b>NR</b>	4.b.
c. Dividends declared but not yet payable.....	RCON2932	<b>NR</b>	4.c.
d. Derivatives with a negative fair value held for purposes other than trading.....	RCONC012	<b>NR</b>	4.d.
e. Operating lease liabilities.....	RCONLB56	<b>NR</b>	4.e.
f. Disclose component and the dollar amount of that component:			4.f.
1. Describe component.....	TEXT3552	<b>NR</b>	4.f.1.
2. Amount of component.....	RCON3552	<b>NR</b>	4.f.2.
g. Disclose component and the dollar amount of that component:			4.g.
1. Describe component.....	TEXT3553	<b>NR</b>	4.g.1.
2. Amount of component.....	RCON3553	<b>NR</b>	4.g.2.
h. Disclose component and the dollar amount of that component:			4.h.
1. Describe component.....	TEXT3554	<b>NR</b>	4.h.1.
2. Amount of component.....	RCON3554	<b>NR</b>	4.h.2.
5. Total.....	RCON2930	<b>24,612</b>	5.

1. For savings banks, include "dividends" accrued and unpaid on deposits.  
 2. See discussion of deferred income taxes in Glossary entry on Income Taxes.

## Schedule RC-K - Quarterly Averages(Form Type - 051)

Dollar amounts in thousands

1. Interest-bearing balances due from depository institutions.....	RCON3381	<b>104,791</b>	1.
2. U.S. Treasury securities and U.S. Government agency obligations (excluding mortgage-backed securities) <sup>2</sup> .....	RCONB558	<b>80,450</b>	2.
3. Mortgage-backed securities <sup>2</sup> .....	RCONB559	<b>122,837</b>	3.
4. All other debt securities and equity securities with readily determinable fair values not held for trading purposes <sup>2,3</sup> .....	RCONB560	<b>16,058</b>	4.
5. Federal funds sold and securities purchased under agreements to resell.....	RCON3365	<b>268</b>	5.
6. Loans:			6.
a. Total loans.....	RCON3360	<b>987,550</b>	6.a.
b. Loans secured by real estate:			6.b.
1. Loans secured by 1-4 family residential properties.....	RCON3465	<b>275,534</b>	6.b.1.
2. All other loans secured by real estate.....	RCON3466	<b>289,990</b>	6.b.2.
c. Commercial and industrial loans.....	RCON3387	<b>211,625</b>	6.c.
d. Loans to individuals for household, family, and other personal expenditures:			6.d.
1. Credit cards.....	RCONB561	<b>0</b>	6.d.1.
2. Other (includes revolving credit plans other than credit cards, automobile loans, and other consumer loans).....	RCONB562	<b>213,598</b>	6.d.2.
7. Not applicable			7.
8. Lease financing receivables (net of unearned income).....	RCON3484	<b>0</b>	8.
9. Total assets <sup>4</sup> .....	RCON3368	<b>1,393,286</b>	9.
10. Interest-bearing transaction accounts (interest-bearing demand deposits, NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts).....	RCON3485	<b>526,974</b>	10.
11. Nontransaction accounts:			11.
a. Savings deposits (includes MMDAs).....	RCONB563	<b>158,345</b>	11.a.
b. Time deposits of \$250,000 or less.....	RCONHK16	<b>220,536</b>	11.b.
c. Time deposits of more than \$250,000.....	RCONHK17	<b>50,593</b>	11.c.
12. Federal funds purchased and securities sold under agreements to repurchase.....	RCON3353	<b>1</b>	12.
<i>To be completed by banks with \$100 million or more in total assets:</i>			
13. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) <sup>5</sup> .....	RCON3355	<b>0</b>	13.
<i>Memorandum item 1 is to be completed by:</i> <i>* banks with \$300 million or more in total assets, and</i> <i>* banks with less than \$300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, Part 1, item 3) exceeding 5 percent of total loans.</i>			
1. Loans to finance agricultural production and other loans to farmers <sup>2</sup> .....	RCON3386	<b>0</b>	M.1.

2. Quarterly averages for all debt securities should be based on amortized cost.
2. Quarterly averages for all debt securities should be based on amortized cost.
- 2,3. Quarterly averages for all debt securities should be based on amortized cost. Quarterly averages for equity securities with readily determinable fair values should be based on fair value.
4. The quarterly average for total assets should reflect securities not held for trading as follows: a) Debt securities at amortized cost, b) Equity securities with readily determinable fair values at fair value, and c) Equity investments without readily determinable fair values, their balance sheet carrying values (i.e., fair value or, if elected, cost minus impairment, if any, plus or minus changes resulting from observable price changes).
5. The asset-size tests and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2024, Report of Condition.
2. The \$300 million asset-size test and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2024, Report of Condition.

## Schedule RC-L - Off-Balance Sheet Items(Form Type - 051)

Please read carefully the instructions for the preparation of Schedule RC-L. Some of the amounts reported in Schedule RC-L are regarded as volume indicators and not necessarily as measures of risk.

Dollar amounts in thousands

1. Unused commitments:			1.
a. Revolving, open-end lines secured by 1-4 family residential properties, i.e., home equity lines.....	RCON3814	<b>31,661</b>	1.a.
b. Credit card lines.....	RCON3815	<b>0</b>	1.b.
c. Commitments to fund commercial real estate, construction, and land development loans:			1.c.
1. Secured by real estate:			1.c.1.
a. 1-4 family residential construction loan commitments.....	RCONF164	<b>0</b>	1.c.1.a.
b. Commercial real estate, other construction loan, and land development loan commitments.....	RCONF165	<b>0</b>	1.c.1.b.
2. NOT secured by real estate.....	RCON6550	<b>0</b>	1.c.2.
d. Not applicable			1.d.
e. Other unused commitments:			1.e.
1. Commercial and industrial loans.....	RCONJ457	<b>110,915</b>	1.e.1.
2. Loans to depository financial institutions.....	RCONPV10	<b>0</b>	1.e.2.
3. Loans to nondepository financial institutions.....	RCONPV11	<b>0</b>	1.e.3.
4. All other unused commitments.....	RCONJ459	<b>31,175</b>	1.e.4.
2. Financial standby letters of credit.....	RCON3819	<b>3,820</b>	2.
3. Performance standby letters of credit.....	RCON3821	<b>0</b>	3.
4. Commercial and similar letters of credit.....	RCON3411	<b>0</b>	4.
5. Not applicable			5.
6. Securities lent and borrowed:			6.
a. Securities lent (including customers' securities lent where the customer is indemnified against loss by the reporting bank).....	RCON3433	<b>0</b>	6.a.
b. Securities borrowed.....	RCON3432	<b>0</b>	6.b.

Dollar amounts in thousands

7. Not applicable			7.
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Dollar amounts in thousands

8. Not applicable			8.
9. All other off-balance sheet liabilities (exclude derivatives) (itemize and describe each component of this item over 25 percent of Schedule RC, item 27.a, "Total bank equity capital").....	RCON3430	0	9.
a. Not applicable			9.a.
b. Not applicable			9.b.
c. Standby letters of credit issued by another party (e.g., a Federal Home Loan Bank) on the bank's behalf.....	RCONC978	NR	9.c.
d. Disclose component and the dollar amount of that component:			9.d.
1. Describe component.....	TEXT3555	NR	9.d.1.
2. Amount of component.....	RCON3555	NR	9.d.2.
e. Disclose component and the dollar amount of that component:			9.e.
1. Describe component.....	TEXT3556	NR	9.e.1.
2. Amount of component.....	RCON3556	NR	9.e.2.
f. Disclose component and the dollar amount of that component:			9.f.
(TEXT3557) NR	RCON3557	NR	9.f.1.
10. All other off-balance sheet assets (exclude derivatives) (itemize and describe each component of this item over 25 percent of Schedule RC, item 27.a, "Total bank equity capital").....	RCON5591	0	10.
a. Not applicable			10.a.
b. Disclose component and the dollar amount of that component:			10.b.
1. Describe component.....	TEXT5592	NR	10.b.1.
2. Amount of component.....	RCON5592	NR	10.b.2.
c. Disclose component and the dollar amount of that component:			10.c.
1. Describe component.....	TEXT5593	NR	10.c.1.
2. Amount of component.....	RCON5593	NR	10.c.2.
d. Disclose component and the dollar amount of that component:			10.d.
1. Describe component.....	TEXT5594	NR	10.d.1.
2. Amount of component.....	RCON5594	NR	10.d.2.
e. Disclose component and the dollar amount of that component:			10.e.
1. Describe component.....	TEXT5595	NR	10.e.1.
2. Amount of component.....	RCON5595	NR	10.e.2.
<i>Items 11.a and 11.b are to be completed semiannually in the June and December reports only.</i>			
11. Year-to-date merchant credit card sales volume:			11.
a. Sales for which the reporting bank is the acquiring bank.....	RCONC223	NR	11.a.
b. Sales for which the reporting bank is the agent bank with risk.....	RCONC224	NR	11.b.

## Schedule RC-M - Memoranda(Form Type - 051)

Dollar amounts in thousands

1. Extensions of credit by the reporting bank to its executive officers, directors, principal shareholders, and their related interests as of the report date:			1.
a. Aggregate amount of all extensions of credit to all executive officers, directors, principal shareholders, and their related interests.....	RCON6164	0	1.a.
b. Number of executive officers, directors, and principal shareholders to whom the amount of all extensions of credit by the reporting bank (including extensions of credit to related interests) equals or exceeds the lesser of \$500,000 or 5 percent of total capital as defined for this purpose in agency regulations.....	RCON6165	0	1.b.
2. Intangible assets:			2.
a. Mortgage servicing assets.....	RCON3164	0	2.a.
1. Estimated fair value of mortgage servicing assets.....	RCONA590	0	2.a.1.
b. Goodwill.....	RCON3163	620	2.b.
c. All other identifiable intangible assets.....	RCONJF76	0	2.c.
d. Total (sum of items 2.a, 2.b, and 2.c) (must equal Schedule RC, item 10).....	RCON2143	620	2.d.
3. Other real estate owned:			3.
a. Construction, land development, and other land.....	RCON5508	0	3.a.
b. Farmland.....	RCON5509	0	3.b.
c. 1-4 family residential properties.....	RCON5510	361	3.c.
d. Multifamily (5 or more) residential properties.....	RCON5511	0	3.d.
e. Nonfarm nonresidential properties.....	RCON5512	0	3.e.
f. Total (sum of items 3.a through 3.e) (must equal Schedule RC, item 7).....	RCON2150	361	3.f.
4. Cost of equity securities with readily determinable fair values not held for trading (the fair value of which is reported in Schedule RC, item 2.c) <sup>1</sup> .....	RCONJA29	NR	4.
5. Other borrowed money:			5.
a. Federal Home Loan Bank advances:			5.a.
1. Advances with a remaining maturity or next repricing date of: <sup>1</sup>			5.a.1.
a. One year or less.....	RCONF055	0	5.a.1.a.
b. Over one year through three years.....	RCONF056	0	5.a.1.b.
c. Over three years through five years.....	RCONF057	0	5.a.1.c.
d. Over five years.....	RCONF058	0	5.a.1.d.
2. Advances with a REMAINING MATURITY of one year or less (included in item 5.a.(1)(a) above) <sup>2</sup> .....	RCON2651	0	5.a.2.
3. Structured advances (included in items 5.a.(1)(a) - (d) above).....	RCONF059	0	5.a.3.
b. Other borrowings:			5.b.
1. Other borrowings with a remaining maturity or next repricing date of: <sup>3</sup>			5.b.1.
a. One year or less.....	RCONF060	0	5.b.1.a.
b. Over one year through three years.....	RCONF061	0	5.b.1.b.
c. Over three years through five years.....	RCONF062	0	5.b.1.c.
d. Over five years.....	RCONF063	0	5.b.1.d.
2. Other borrowings with a REMAINING MATURITY of one year or less (included in item 5.b.(1)(a) above) <sup>4</sup> .....	RCONB571	0	5.b.2.
c. Total (sum of items 5.a.(1)(a)-(d) and items 5.b.(1)(a)-(d)) (must equal Schedule RC, item 16).....	RCON3190	0	5.c.
6. Does the reporting bank sell private label or third party mutual funds and annuities?.....	RCONB569	NR	6.
7. Assets under the reporting bank's management in proprietary mutual funds and annuities.....	RCONB570	NR	7.
8. Internet website addresses and physical office trade names:			8.
a. Uniform Resource Locator (URL) of the reporting institution's primary Internet website (home page), if any (Example: www.examplebank.com):.....	TEXT4087	Click here for value	8.a.

1. Item 4 is to be completed only by insured state banks that have been approved by the FDIC to hold grandfathered equity investments. See instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.

1. Report fixed-rate advances by remaining maturity and floating-rate advances by next repricing date.

2. Report both fixed- and floating-rate advances by remaining maturity. Exclude floating-rate advances with a next repricing date of one year or less that have a remaining maturity of over one year.

3. Report fixed-rate other borrowings by remaining maturity and floating-rate other borrowings by next repricing date.

4. Report both fixed- and floating-rate other borrowings by remaining maturity. Exclude floating-rate other borrowings with a next repricing date of one year or less that have a remaining maturity of over one year.

Dollar amounts in thousands

b. URLs of all other public-facing Internet websites that the reporting institution uses to accept or solicit deposits from the public, if any (Example: www.examplebank.biz): <sup>1</sup>			8.b.
1. URL 1.....	TE01N528	NR	8.b.1.
2. URL 2.....	TE02N528	NR	8.b.2.
3. URL 3.....	TE03N528	NR	8.b.3.
4. URL 4.....	TE04N528	NR	8.b.4.
5. URL 5.....	TE05N528	NR	8.b.5.
6. URL 6.....	TE06N528	NR	8.b.6.
7. URL 7.....	TE07N528	NR	8.b.7.
8. URL 8.....	TE08N528	NR	8.b.8.
9. URL 9.....	TE09N528	NR	8.b.9.
10. URL 10.....	TE10N528	NR	8.b.10.
c. Trade names other than the reporting institution's legal title used to identify one or more of the institution's physical offices at which deposits are accepted or solicited from the public, if any:			8.c.
1. Trade name 1.....	TE01N529	NR	8.c.1.
2. Trade name 2.....	TE02N529	NR	8.c.2.
3. Trade name 3.....	TE03N529	NR	8.c.3.
4. Trade name 4.....	TE04N529	NR	8.c.4.
5. Trade name 5.....	TE05N529	NR	8.c.5.
6. Trade name 6.....	TE06N529	NR	8.c.6.
<i>Items 9, 11, 12, 14.a, and 14.b are to be completed annually in the December report only.</i>			
9. Do any of the bank's Internet websites have transactional capability, i.e., allow the bank's customers to execute transactions on their accounts through the website?.....	RCON4088	NR	9.
10. Secured liabilities:			10.
a. Amount of "Federal funds purchased" that are secured (included in Schedule RC, item 14.a).....	RCONF064	0	10.a.
b. Amount of "Other borrowings" that are secured (included in Schedule RC-M, items 5.b.(1)(a) - (d)).....	RCONF065	0	10.b.
11. Does the bank act as trustee or custodian for Individual Retirement Accounts, Health Savings Accounts, and other similar accounts?.....	RCONG463	NR	11.
12. Does the bank provide custody, safekeeping, or other services involving the acceptance of orders for the sale or purchase of securities?.....	RCONG464	NR	12.
13. Not applicable			13.
14. Captive insurance and reinsurance subsidiaries:			14.
a. Total assets of captive insurance subsidiaries <sup>1</sup> .....	RCONK193	NR	14.a.
b. Total assets of captive reinsurance subsidiaries <sup>2</sup> .....	RCONK194	NR	14.b.
<i>Item 15 is to be completed by institutions that are required or have elected to be treated as a Qualified Thrift Lender.</i>			15.
15. Qualified Thrift Lender (QTL) test:			
a. Does the institution use the Home Owners' Loan Act (HOLA) QTL test or the Internal Revenue Service Domestic Building and Loan Association (IRS DBLA) test to determine its QTL compliance? (for the HOLA QTL test, enter 1; for the IRS DBLA test, enter 2).....	RCONL133	NR	15.a.
b. Has the institution been in compliance with the HOLA QTL test as of each month end during the quarter or the IRS DBLA test for its most recent taxable year, as applicable?.....	RCONL135	NR	15.b.
<i>Item 16.a and, if appropriate, items 16.b.(1) through 16.b.(3) are to be completed annually in the December report only.</i>			16.
16. International remittance transfers offered to consumers: <sup>1</sup>			
a. Estimated number of international remittance transfers provided by your institution during the calendar year ending on the report date.....	RCONN523	NR	16.a.
<i>Items 16.b.(1) through 16.b.(3) are to be completed by institutions that reported 501 or more international remittance transfers in item 16.a in either or both of the current report or the prior December report in which item 16.a was required to be completed.</i>			16.b.
b. Estimated dollar value of remittance transfers provided by your institution and usage of regulatory exceptions during the calendar year ending on the report date:			
1. Estimated dollar value of international remittance transfers.....	RCONN524	NR	16.b.1.

1. Report only highest level URLs (for example, report www.examplebank.biz, but do not also report www.examplebank.biz/checking). Report each top level domain name used (for example, report both www.examplebank.biz and www.examplebank.net).

1. Report total assets before eliminating intercompany transactions between the consolidated insurance or reinsurance subsidiary and other offices or consolidated subsidiaries of the reporting bank.

2. Report total assets before eliminating intercompany transactions between the consolidated insurance or reinsurance subsidiary and other offices or consolidated subsidiaries of the reporting bank.

1. Report information about international electronic transfers of funds offered to consumers in the United States that: (a) are "remittance transfers" as defined by subpart B of Regulation E (12 CFR § 1005.30(e)), or (b) would qualify as "remittance transfers" under subpart B of Regulation E (12 CFR § 1005.30(e)) but are excluded from that definition only because the provider is not providing those transfers in the normal course of its business. See 12 CFR § 1005.30(f). For purposes of this item 16, such trans

Dollar amounts in thousands

2. Estimated number of international remittance transfers for which your institution applied the permanent exchange rate exception.....	RCONMM07	<b>NR</b>	16.b.2.
3. Estimated number of international remittance transfers for which your institution applied the permanent covered third-party fee exception.....	RCONMQ52	<b>NR</b>	16.b.3.
17. U.S. Small Business Administration Paycheck Protection Program (PPP) loans and the Federal Reserve PPP Liquidity Facility (PPPLF): <sup>2</sup>			17.
a. Number of PPP loans outstanding.....	RCONLG26	<b>0</b>	17.a.
b. Outstanding balance of PPP loans.....	RCONLG27	<b>0</b>	17.b.
c. Outstanding balance of PPP loans pledged to the PPPLF.....	RCONLG28	<b>0</b>	17.c.
d. Outstanding balance of borrowings from Federal Reserve Banks under the PPPLF with a remaining maturity of:			17.d.
1. One year or less.....	RCONLL59	<b>0</b>	17.d.1.
2. More than one year.....	RCONLL60	<b>0</b>	17.d.2.
e. Quarterly average amount of PPP loans pledged to the PPPLF and excluded from "Total assets for the leverage ratio" reported in Schedule RC-R, Part I, item 30.....	RCONLL57	<b>0</b>	17.e.

(TEXT4087) www.grasshopper.bank

2. Paycheck Protection Program (PPP) covered loans as defined in sections 7(a)(36) and 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(36) and (37)).

## Schedule RC-N - Past Due and Nonaccrual Loans Leases and Other Assets(Form Type - 051)

Amounts reported in Schedule RC-N, items 1 through 8, include guaranteed and unguaranteed portions of past due and nonaccrual loans and leases. Report in items 10 and 11 below certain guaranteed loans and leases that have already been included in the amounts reported in items 1 through 8

Dollar amounts in thousands	(Column A) Past due 30 through 89 days and still accruing		(Column B) Past due 90 days or more and still accruing		(Column C) Nonaccrual		
1. Loans secured by real estate:							1.
a. Construction, land development, and other land loans:							1.a.
1. 1-4 family residential construction loans.....	RCONF172	0	RCONF174	0	RCONF176	0	1.a.1.
2. Other construction loans and all land development and other land loans.....	RCONF173	0	RCONF175	0	RCONF177	0	1.a.2.
b. Secured by farmland.....	RCON3493	0	RCON3494	0	RCON3495	0	1.b.
c. Secured by 1-4 family residential properties:							1.c.
1. Revolving, open-end loans secured by 1-4 family residential properties and extended under lines of credit.....	RCON5398	733	RCON5399	0	RCON5400	543	1.c.1.
2. Closed-end loans secured by 1-4 family residential properties:							1.c.2.
a. Secured by first liens.....	RCONC236	2,076	RCONC237	0	RCONC229	1,839	1.c.2a.
b. Secured by junior liens.....	RCONC238	0	RCONC239	0	RCONC230	223	1.c.2b.
d. Secured by multifamily (5 or more) residential properties.....	RCON3499	0	RCON3500	0	RCON3501	0	1.d.
e. Secured by nonfarm nonresidential properties:							1.e.
1. Loans secured by owner-occupied nonfarm nonresidential properties.....	RCONF178	0	RCONF180	0	RCONF182	4,199	1.e.1.
2. Loans secured by other nonfarm nonresidential properties.....	RCONF179	0	RCONF181	0	RCONF183	0	1.e.2.
2. Loans to depository institutions and acceptances of other banks.....	RCONB834	0	RCONB835	0	RCONB836	0	2.
3. Not applicable							3.
4. Commercial and industrial loans.....	RCON1606	358	RCON1607	0	RCON1608	5,605	4.
5. Loans to individuals for household, family, and other personal expenditures:							5.
a. Credit cards.....	RCONB575	0	RCONB576	0	RCONB577	0	5.a.
b. Automobile loans.....	RCONK213	1,624	RCONK214	0	RCONK215	362	5.b.
c. Other (includes revolving credit plans other than credit cards and other consumer loans).....	RCONK216	320	RCONK217	0	RCONK218	3,840	5.c.
6. Not applicable							6.
7. All other loans <sup>1</sup> .....	RCON5459	0	RCON5460	0	RCON5461	0	7.
8. Lease financing receivables.....	RCON1226	0	RCON1227	0	RCON1228	0	8.
9. Total loans and leases (sum of items 1 through 8).....	RCON1406	5,111	RCON1407	0	RCON1403	16,611	9.
10. Debt securities and other assets (exclude other real estate owned and other repossessed assets).....	RCON3505	0	RCON3506	0	RCON3507	0	10.
11. Loans and leases reported in items 1 through 8 above that are wholly or partially guaranteed by the U.S. Government, excluding loans and leases covered by loss-sharing agreements with the FDIC.....	RCONK036	0	RCONK037	0	RCONK038	0	11.
a. Guaranteed portion of loans and leases included in item 11 above, excluding rebooked "GNMA loans".....	RCONK039	0	RCONK040	0	RCONK041	0	11.a.
b. Rebooked "GNMA loans" that have been repurchased or are eligible for repurchase included in item 11 above.....	RCONK042	0	RCONK043	0	RCONK044	0	11.b.
12. Portion of covered loans and leases reported in item 9 above that is protected by loss-sharing agreements with the FDIC.....			RCONK103	0	RCONK104	0	12.
<i>Memorandum items 1.a.(1) through 1.f.(5) are to be completed semiannually in the June and December reports only. Memorandum item 1.g is to be completed quarterly.</i>							
1. Loan modifications to borrowers experiencing financial difficulty included in Schedule RC-N, items 1 through 7, above (and not reported in Schedule RC-C, Part 1, Memorandum item 1):							M.1.
a. Construction, land development, and other land loans:							M.1.a.
1. 1-4 family residential construction loans.....	RCONK105	NR	RCONK106	NR	RCONK107	NR	M1a.1.
2. Other construction loans and all land development and other land loans.....	RCONK108	NR	RCONK109	NR	RCONK110	NR	M1a.2.
b. Loans secured by 1-4 family residential properties.....	RCONF661	NR	RCONF662	NR	RCONF663	NR	M.1.b.

1. Includes past due and nonaccrual "Loans to finance agricultural productions and other loans to farmers," "Obligations (other than securities and leases) of states and political subdivisions in the U.S.," and "Loans to nondepository financial institutions and other loans."

Dollar amounts in thousands	(Column A) Past due 30 days or more and still accruing		(Column B) Past due 90 days or more and still accruing		(Column C) Nonaccrual		
c. Secured by multifamily (5 or more) residential properties.....	RCONK111	NR	RCONK112	NR	RCONK113	NR	M.1.c.
d. Secured by nonfarm nonresidential properties:							M.1.d.
1. Loans secured by owner-occupied nonfarm nonresidential properties.....	RCONK114	NR	RCONK115	NR	RCONK116	NR	M1d1.
2. Loans secured by other nonfarm nonresidential properties.....	RCONK117	NR	RCONK118	NR	RCONK119	NR	M1d2.
e. Commercial and industrial loans.....	RCONK257	NR	RCONK258	NR	RCONK259	NR	M.1.e.
f. All other loans (include loans to individuals for household, family, and other personal expenditures).....	RCONK126	NR	RCONK127	NR	RCONK128	NR	M.1.f.
<i>Itemize loan categories included in Memorandum item 1.f, above that exceed 10 percent of total loan modifications to borrowers experiencing financial difficulty that are past due 30 days or more or in nonaccrual status (sum of Memorandum items 1.a through 1.f, columns A through C):</i>							
1. Loans secured by farmland.....	RCONK130	NR	RCONK131	NR	RCONK132	NR	M1f1.
2. Not applicable							M1f2.
3. Not applicable							M1f3.
4. Loans to individuals for household, family, and other personal expenditures:							M1f4.
a. Credit cards.....	RCONK274	NR	RCONK275	NR	RCONK276	NR	M1f4a.
b. Automobile loans.....	RCONK277	NR	RCONK278	NR	RCONK279	NR	M1f4b.
c. Other (includes revolving credit plans other than credit cards and other consumer loans).....	RCONK280	NR	RCONK281	NR	RCONK282	NR	M1f4c.
<i>Memorandum item 1.f.(5) is to be completed by:  * Banks with \$300 million or more in total assets  * Banks with less than \$300 million in total assets that have loans to finance agricultural production and other loans to farmers (Schedule RC-C, Part I, item 3) exceeding 5 percent of total loans</i>							
5. Loans to finance agricultural production and other loans to farmers <sup>1</sup> .....	RCONK138	NR	RCONK139	NR	RCONK140	NR	M1f5.
g. Total loan modifications to borrowers experiencing financial difficulty included in Schedule RC-N, items 1 through 7, above (sum of Memorandum items 1.a.(1) through 1.f.) <sup>2</sup> .....	RCONHK26	362	RCONHK27	0	RCONHK28	428	M.1.g.
2. Loans to finance commercial real estate, construction, and land development activities (not secured by real estate) included in Schedule RC-N, items 4 and 7, above.....	RCON6558	0	RCON6559	0	RCON6560	0	M.2.
3. Not applicable							M.3.
<i>Memorandum item 4 is to be completed by:  * banks with \$300 million or more in total assets, and  * banks with less than \$300 million in total assets that have loans to finance agricultural production and other loans to farmers, as defined for Schedule RC-C, Part I, item 3, exceeding five percent of total loans and leases held for investment and held for sale (Schedule RC-C, Part I, item 12).</i>							
4. Loans to finance agricultural production and other loans to farmers (included in Schedule RC-N, item 7, above) <sup>1</sup> .....	RCON1594	0	RCON1597	0	RCON1583	0	M.4.

1. The \$300 million asset-size test and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2024, Report of Condition.  
2. Exclude amounts reported in Memorandum items 1.f.(1) through 1.f.(5) when calculating the total in Memorandum item 1.g.  
1. The \$300 million asset-size test and the 5 percent of total loans test are based on the total assets and total loans reported on the June 30, 2024, Report of Condition.

Dollar amounts in thousands	(Column A) Past due 30 through 89 days and still accruing		(Column B) Past due 90 days or more and still accruing		(Column C) Nonaccrual		
	RCONC240	NR	RCONC241	NR	RCONC226	NR	
5. Loans and leases held for sale (included in Schedule RC-N, items 1 through 8, above).....							M.5.

Dollar amounts in thousands			
6. Not applicable			M.6.

Dollar amounts in thousands			
<i>Memorandum items 7 and 8 are to be completed semiannually in the June and December reports only.</i>	RCONC410	NR	M.7.
7. Additions to nonaccrual assets during the previous six months.....			
8. Nonaccrual assets sold during the previous six months.....	RCONC411	NR	M.8.

Dollar amounts in thousands	(Column A) Past due 30 through 89 days and still accruing		(Column B) Past due 90 days or more and still accruing		(Column C) Nonaccrual		
	RCONPV23	0	RCONPV24	0	RCONPV25	0	
9. Loans to nondepository financial institutions included in Schedule RC-N, item 7.....							M.9.

## Schedule RC-O - Other Data for Deposit Insurance and FICO Assessments(Form Type - 051)

All FDIC-insured depository institutions must complete items 1 and 2, 4 through 9,10, and 11, Memorandum item 1, and, if applicable, item 9.a, Memorandum items 2, 3, and 6 through 18 each quarter. Unless otherwise indicated, complete items 1 through 11 and Memorandum items 1 through 3 on an "unconsolidated single FDIC certificate number basis" (see instructions) and complete Memorandum items 6 through 18 on a fully consolidated basis.

Dollar amounts in thousands

1. Total deposit liabilities before exclusions (gross) as defined in Section 3(l) of the Federal Deposit Insurance Act and FDIC regulations.....	RCONF236	<b>1,276,616</b>	1.
2. Total allowable exclusions, including interest accrued and unpaid on allowable exclusions.....	RCONF237	<b>3,513</b>	2.
3. Not applicable			3.
4. Average consolidated total assets for the calendar quarter.....	RCONK652	<b>1,393,286</b>	4.
a. Averaging method used (for daily averaging, enter 1; for weekly averaging, enter 2).....	RCONK653	<b>1</b>	4.a.
5. Average tangible equity for the calendar quarter <sup>1</sup> .....	RCONK654	<b>122,425</b>	5.
6. Holdings of long-term unsecured debt issued by other FDIC-insured depository institutions.....	RCONK655	<b>0</b>	6.
7. Unsecured "Other borrowings" with a remaining maturity of (sum of items 7.a through 7.d must be less than or equal to Schedule RC-M, items 5.b.(1)(a)-(d) minus item 10.b):			7.
a. One year or less.....	RCONG465	<b>0</b>	7.a.
b. Over one year through three years.....	RCONG466	<b>0</b>	7.b.
c. Over three years through five years.....	RCONG467	<b>0</b>	7.c.
d. Over five years.....	RCONG468	<b>0</b>	7.d.
8. Subordinated notes and debentures with a remaining maturity of (sum of items 8.a through 8.d must equal Schedule RC, item 19):			8.
a. One year or less.....	RCONG469	<b>0</b>	8.a.
b. Over one year through three years.....	RCONG470	<b>0</b>	8.b.
c. Over three years through five years.....	RCONG471	<b>0</b>	8.c.
d. Over five years.....	RCONG472	<b>0</b>	8.d.
9. Brokered reciprocal deposits (included in Schedule RC-E, Memorandum item 1.b).....	RCONG803	<b>0</b>	9.
<i>Item 9.a is to be completed on a fully consolidated basis by all institutions that own another insured depository institution.</i>			
a. Fully consolidated brokered reciprocal deposits.....	RCONL190	<b>NR</b>	9.a.
10. Banker's bank certification: Does the reporting institution meet both the statutory definition of a banker's bank and the business conduct test set forth in FDIC regulations?.....	RCONK656	<b>No</b>	10.
<i>If the answer to item 10 is "YES," complete items 10.a and 10.b.</i>			
a. Banker's bank deduction.....	RCONK657	<b>NR</b>	10.a.
b. Banker's bank deduction limit.....	RCONK658	<b>NR</b>	10.b.
11. Custodial bank certification: Does the reporting institution meet the definition of a custodial bank set forth in FDIC regulations?.....	RCONK659	<b>No</b>	11.
<i>If the answer to item 11 is "YES," complete items 11.a and 11.b.</i>			
a. Custodial bank deduction.....	RCONK660	<b>NR</b>	11.a.
b. Custodial bank deduction limit.....	RCONK661	<b>NR</b>	11.b.
1. Total deposit liabilities of the bank, including related interest accrued and unpaid, less allowable exclusions, including related interest accrued and unpaid (sum of Memorandum items 1.a.(1), 1.b.(1), 1.c.(1), and 1.d.(1) must equal Schedule RC-O, item 1 less item 2):			M.1.
a. Deposit accounts (excluding retirement accounts) of \$250,000 or less: <sup>1</sup>			M.1.a.
1. Amount of deposit accounts (excluding retirement accounts) of \$250,000 or less.....	RCONF049	<b>579,742</b>	M.1.a.1.
2. Number of deposit accounts (excluding retirement accounts) of \$250,000 or less.....	RCONF050	<b>27863</b>	M.1.a.2.
b. Deposit accounts (excluding retirement accounts) of more than \$250,000: <sup>1</sup>			M.1.b.
1. Amount of deposit accounts (excluding retirement accounts) of more than \$250,000.....	RCONF051	<b>674,567</b>	M.1.b.1.
2. Number of deposit accounts (excluding retirement accounts) of more than \$250,000.....	RCONF052	<b>461</b>	M.1.b.2.
c. Retirement deposit accounts of \$250,000 or less: <sup>1</sup>			M.1.c.
1. Amount of retirement deposit accounts of \$250,000 or less.....	RCONF045	<b>16,942</b>	M.1.c.1.
2. Number of retirement deposit accounts of \$250,000 or less.....	RCONF046	<b>513</b>	M.1.c.2.
d. Retirement deposit accounts of more than \$250,000: <sup>1</sup>			M.1.d.

1. See instructions for averaging methods. For deposit insurance assessment purposes, tangible equity is defined as Tier 1 capital as set forth in the banking agencies' regulatory capital standards and reported in Schedule RC-R, Part I, item 26, except as described in the instructions.  
 1. The dollar amounts used as the basis for reporting in Memorandum items 1.a through 1.d reflect the deposit insurance limits in effect on the report date.  
 1. The dollar amounts used as the basis for reporting in Memorandum items 1.a through 1.d reflect the deposit insurance limits in effect on the report date.  
 1. The dollar amounts used as the basis for reporting in Memorandum items 1.a through 1.d reflect the deposit insurance limits in effect on the report date.

Dollar amounts in thousands

1. Amount of retirement deposit accounts of more than \$250,000.....	RCONF047	<b>1,852</b>	M.1.d.1.
2. Number of retirement deposit accounts of more than \$250,000.....	RCONF048	<b>6</b>	M.1.d.2.
<i>Memorandum item 2 is to be completed by banks with \$1 billion or more in total assets. The \$1 billion asset-size test is based on the total assets reported on the June 30, 2024, Report of Condition.</i>			
2. Estimated amount of uninsured deposits including related interest accrued and unpaid (see instructions) <sup>3</sup> .....	RCON5597	<b>620,265</b>	M.2.
3. Has the reporting institution been consolidated with a parent bank or savings association in that parent bank's or parent savings association's Call Report? If so, report the legal title and FDIC Certificate Number of the parent bank or parent savings association:			M.3.
a. Legal title.....	TEXTA545	<b>NR</b>	M.3.a.
b. FDIC Certificate Number.....	RCONA545	<b>0</b>	M.3.b.

3. Uninsured deposits should be estimated based on the deposit insurance limits set forth in Memorandum items 1.a through 1.d.

## Schedule RC-R Part I - Regulatory Capital Components and Ratios(Form Type - 051)

Part I is to be completed on a consolidated basis.

Dollar amounts in thousands

1. Common stock plus related surplus, net of treasury stock and unearned employee stock ownership plan (ESOP) shares.....	RCOAP742	<b>207,793</b>	1.
2. Retained earnings <sup>1</sup> .....	RCOAKW00	<b>-89,520</b>	2.
a. Does your institution have a CECL transition election in effect as of the quarter-end report date? (enter "0" for No; enter "1" for Yes with a 3-year CECL transition election; enter "2" for Yes with a 5-year 2020 CECL transition election.).....	RCOAJJ29	<b>0</b>	2.a.
3. Accumulated other comprehensive income (AOCI).....	RCOAB530	<b>-3,549</b>	3.
a. AOCI opt-out election (enter "1" for Yes; enter "0" for No.).....	RCOAP838	<b>1</b>	3.a.
4. Common equity tier 1 minority interest includable in common equity tier 1 capital.....	RCOAP839	<b>0</b>	4.
5. Common equity tier 1 capital before adjustments and deductions (sum of items 1 through 4).....	RCOAP840	<b>114,724</b>	5.
6. LESS: Goodwill net of associated deferred tax liabilities (DTLs).....	RCOAP841	<b>620</b>	6.
7. LESS: Intangible assets (other than goodwill and mortgage servicing assets (MSAs)), net of associated DTLs.....	RCOAP842	<b>0</b>	7.
8. LESS: Deferred tax assets (DTAs) that arise from net operating loss and tax credit carryforwards, net of any related valuation allowances and net of DTLs.....	RCOAP843	<b>0</b>	8.
9. AOCI-related adjustments (if entered "1" for Yes in item 3.a, complete only items 9.a through 9.e; if entered "0" for No in item 3.a, complete only item 9.f):			9.
a. LESS: Net unrealized gains (losses) on available-for-sale debt securities (if a gain, report as a positive value; if a loss, report as a negative value).....	RCOAP844	<b>-150</b>	9.a.
b. Not applicable.			9.b.
c. LESS: Accumulated net gains (losses) on cash flow hedges (if a gain, report as a positive value; if a loss, report as a negative value).....	RCOAP846	<b>-28</b>	9.c.
d. LESS: Amounts recorded in AOCI attributed to defined benefit postretirement plans resulting from the initial and subsequent application of the relevant GAAP standards that pertain to such plans (if a gain, report as a positive value; if a loss, report as a negative value).....	RCOAP847	<b>0</b>	9.d.
e. LESS: Net unrealized gains (losses) on held-to-maturity securities that are included in AOCI (if a gain, report as a positive value; if a loss, report as a negative value).....	RCOAP848	<b>-3,371</b>	9.e.
f. LESS: Accumulated net gain (loss) on cash flow hedges included in AOCI, net of applicable income taxes, that relate to the hedging of items that are not recognized at fair value on the balance sheet (if a gain, report as a positive value; if a loss, report as a negative value) (To be completed only by institutions that entered "0" for No in item 3.a.).....	RCOAP849	<b>NR</b>	9.f.
10. Other deductions from (additions to) common equity tier 1 capital before threshold-based deductions:			10.
a. LESS: Unrealized net gain (loss) related to changes in the fair value of liabilities that are due to changes in own credit risk (if a gain, report as a positive value; if a loss, report as a negative value).....	RCOAP850	<b>0</b>	10.a.
b. LESS: All other deductions from (additions to) common equity tier 1 capital before threshold-based deductions.	RCOAP852	<b>117,653</b>	10.b.
11. Not applicable			11.
12. Subtotal (item 5 minus items 6 through 10.b).....	RCOAP852	<b>117,653</b>	12.
13. LESS: Investments in the capital of unconsolidated financial institutions, net of associated DTLs, that exceed 25 percent of item 12.....	RCOALB58	<b>0</b>	13.
14. LESS: MSAs, net of associated DTLs, that exceed 25 percent of item 12.....	RCOALB59	<b>0</b>	14.
15. LESS: DTAs arising from temporary differences that could not be realized through net operating loss carrybacks, net of related valuation allowances and net of DTLs, that exceed 25 percent of 12.....	RCOALB60	<b>0</b>	15.
16. Not applicable			16.
17. LESS: Deductions applied to common equity tier 1 capital due to insufficient amounts of additional tier 1 capital and tier 2 capital to cover deductions <sup>1</sup> .....	RCOAP857	<b>0</b>	17.
18. Total adjustments and deductions for common equity tier 1 capital (sum of items 13 through 17).....	RCOAP858	<b>0</b>	18.
19. Common equity tier 1 capital (item 12 minus item 18).....	RCOAP859	<b>117,653</b>	19.
20. Additional tier 1 capital instruments plus related surplus.....	RCOAP860	<b>0</b>	20.
21. Non-qualifying capital instruments subject to phase out from additional tier 1 capital .....	RCOAP861	<b>0</b>	21.
22. Tier 1 minority interest not included in common equity tier 1 capital.....	RCOAP862	<b>0</b>	22.
23. Additional tier 1 capital before deductions (sum of items 20, 21, and 22).....	RCOAP863	<b>0</b>	23.
24. LESS: Additional tier 1 capital deductions.....	RCOAP864	<b>0</b>	24.
25. Additional tier 1 capital (greater of item 23 minus item 24, or zero).....	RCOAP865	<b>0</b>	25.
26. Tier 1 capital (sum of items 19 and 25).....	RCOA8274	<b>117,653</b>	26.

Dollar amounts in thousands

27. Average total consolidated assets <sup>2</sup> .....	RCOAKW03	<b>1,393,286</b>	27.
28. LESS: Deductions from common equity tier 1 capital and additional tier 1 capital (sum of items 6, 7, 8, 10.b, 13 through 15, 17, and certain elements of item 24 - see instructions).....	RCOAP875	<b>620</b>	28.
29. LESS: Other deductions from (additions to) assets for leverage ratio purposes.....	RCOAB596	<b>0</b>	29.
30. Total assets for the leverage ratio (item 27 minus items 28 and 29).....	RCOAA224	<b>1,392,666</b>	30.
31. Leverage ratio (item 26 divided by 30).....	RCOA7204	<b>8.4480%</b>	31.
a. Does your institution have a community bank leverage ratio (CBLR) framework election in effect as of the quarter-end report date? (enter "1" for Yes; enter "0" for No).....	RCOALE74	<b>0</b>	31.a.
<i>Item 31.b is to be completed only by non-advanced approaches institutions that elect to use the Standardized Approach for Counterparty Credit Risk (SA-CCR) for purposes of the standardized approach.</i>			
b. Standardized Approach for Counterparty Credit Risk opt-in election (enter "1" for Yes; leave blank for No.).....	RCOANC99	<b>NR</b>	31.b.

Dollar amounts in thousands

	(Column A) Amount		(Column B) Percentage		
	RCOAX77	RCOAX78	RCOAX79	RCOAX80	
32. Total assets (Schedule RC, item 12); (must be less than \$10 billion).....	RCOA2170	<b>NR</b>			32.
33. Trading assets and trading liabilities (Schedule RC, sum of items 5 and 15). Report as a dollar amount in Column A and as a percentage of total assets (5% limit) in Column B.....	RCOAKX77	<b>NR</b>	RCOAKX78	<b>NR</b>	33.
34. Off-balance sheet exposures:					34.
a. Unused portion of conditionally cancellable commitments.....	RCOAKX79	<b>NR</b>			34.a.
b. Securities lent and borrowed (Schedule RC-L, sum of items 6.a and 6.b).....	RCOAKX80	<b>NR</b>			34.b.
c. Other off-balance sheet exposures.....	RCOAKX81	<b>NR</b>			34.c.
d. Total off-balance sheet exposures (sum of items 34.a through 34.c). Report as a dollar amount in Column A and as a percentage of total assets (25% limit) in Column B.....	RCOAKX82	<b>NR</b>	RCOAKX83	<b>NR</b>	34.d.

Dollar amounts in thousands

35. Unconditionally cancellable commitments.....	RCOAS540	<b>NR</b>	35.
36. Investments in the tier 2 capital of unconsolidated financial institutions.....	RCOALB61	<b>NR</b>	36.
37. Allocated transfer risk reserve.....	RCOA3128	<b>NR</b>	37.
38. Amount of allowances for credit losses on purchased credit-deteriorated assets:			38.
a. Loans and leases held for investment.....	RCOAJJ30	<b>NR</b>	38.a.
b. Held-to-maturity debt securities.....	RCOAJJ31	<b>NR</b>	38.b.
c. Other financial assets measured at amortized cost.....	RCOAJJ32	<b>NR</b>	38.c.

Dollar amounts in thousands

39. Tier 2 capital instruments plus related surplus.....	RCOAP866	<b>0</b>	39.
40. Non-qualifying capital instruments subject to phase out from tier 2 capital.....	RCOAP867	<b>0</b>	40.
41. Total capital minority interest that is not included in tier 1 capital.....	RCOAP868	<b>0</b>	41.
42. Adjusted allowances for credit losses (AACL) <sup>2</sup> .....	RCOA5310	<b>9,227</b>	42.
43. Not applicable.			43.
44. Tier 2 capital before deductions (sum of items 39 through 42).....	RCOAP870	<b>9,227</b>	44.
45. LESS: Tier 2 capital deductions.....	RCOAP872	<b>0</b>	45.
46. Tier 2 capital (greater of item 44 minus item 45, or zero).....	RCOA5311	<b>9,227</b>	46.
47. Total capital (sum of items 26 and 46).....	RCOA3792	<b>126,880</b>	47.
48. Total risk-weighted assets (from Schedule RC-R, Part II, item 31).....	RCOAA223	<b>1,150,705</b>	48.

1. Institutions that have elected to apply the 3-year or the 5-year 2020 CECL transition provision should include the applicable portion of the CECL transitional amount or the modified CECL transitional amount, respectively, in this item.  
 1. An institution that has a CBLR framework election in effect as of the quarter-end report date is neither required to calculate tier 2 capital nor make any deductions that would have been taken from tier 2 capital as of the report date.

Dollar amounts in thousands

49. Common equity tier 1 capital ratio (item 19 divided by item 48).....	RCOAP793	<b>10.2244%</b>	49.
50. Tier 1 capital ratio (item 26 divided by item 48).....	RCOA7206	<b>10.2244%</b>	50.
51. Total capital ratio (item 47 divided by item 48).....	RCOA7205	<b>11.0263%</b>	51.

Dollar amounts in thousands

52. Institution-specific capital conservation buffer necessary to avoid limitations on distributions and discretionary bonus payments.....	RCOAH311	<b>3.0263%</b>	52.
53. Eligible retained income <sup>3</sup> .....	RCOAH313	<b>NR</b>	53.
54. Distributions and discretionary bonus payments during the quarter <sup>4</sup> .....	RCOAH314	<b>NR</b>	54.

2. Institutions that have elected to apply the 3-year or the 5-year 2020 CECL transition provision should include the applicable portion of the CECL transitional amount or the modified CECL transitional amount, respectively, in item 27.

2. Institutions that have elected to apply the 3-year or the 5-year 2020 CECL transition provision should subtract the applicable portion of the AACL transitional amount or the modified AACL transitional amount, respectively, from the AACL, as defined in the regulatory capital rule, before determining the amount of AACL includable in tier 2 capital. See instructions for further detail on the CECL transition provisions.

3. Institutions must complete item 53 only if the amount reported in item 52 above is less than or equal to 2.5000 percent.

4. Institutions must complete item 54 only if the amount reported in Schedule RC-R, Part I, item 52, in the Call Report for the previous calendar quarter-end report date was less than or equal to 2.5000 percent.

### Schedule RC-R Part II - Risk-Weighted Assets(Form Type - 051)

Institutions are required to assign a 100 percent risk weight to all assets not specifically assigned a risk weight under Subpart D of the federal banking agencies' regulatory capital rules and not deducted from tier 1 or tier 2 capital.

	(Column A) Totals from Schedule RC	(Column B) Adjustments to Totals Reported in Column A	(Column C) Allocation by Risk-Weight Category 0%	(Column D) Allocation by Risk-Weight Category 2%	(Column E) Allocation by Risk-Weight Category 4%	(Column F) Allocation by Risk-Weight Category 10%	(Column G) Allocation by Risk-Weight Category 20%	(Column H) Allocation by Risk-Weight Category 50%	(Column I) Allocation by Risk-Weight Category 100%	(Column J) Allocation by Risk-Weight Category 150%	
Dollar amounts in thousands											
1. Cash and balances due from depository institutions.....	RCOND957 NR	RCONS396 NR	RCOND958 NR				RCOND959 NR	RCONS397 NR	RCOND960 NR	RCONS398 NR	1.
2. Securities:											2.
a. Held-to-maturity securities <sup>3</sup> .....	RCOND961 NR	RCONS399 NR	RCOND962 NR	RCONHJ74 NR	RCONHJ75 NR		RCOND963 NR	RCOND964 NR	RCOND965 NR	RCONS400 NR	2.a.
b. Available-for-sale debt securities and equity securities with readily determinable fair values not held for trading.....	RCONJA21 NR	RCONS402 NR	RCOND967 NR	RCONHJ76 NR	RCONHJ77 NR		RCOND968 NR	RCOND969 NR	RCOND970 NR	RCONS403 NR	2.b.
3. Federal funds sold and securities purchased under agreements to resell:											3.
a. Federal funds sold.....	RCOND971 NR		RCOND972 NR				RCOND973 NR	RCONS410 NR	RCOND974 NR	RCONS411 NR	3.a.
b. Securities purchased under agreements to resell.....	RCONH171 NR	RCONH172 NR									3.b.
4. Loans and leases held for sale:											4.
a. Residential mortgage exposures.....	RCONS413 NR	RCONS414 NR	RCONH173 NR				RCONS415 NR	RCONS416 NR	RCONS417 NR		4.a.
b. High volatility commercial real estate exposures.....	RCONS419 NR	RCONS420 NR	RCONH174 NR				RCONH175 NR	RCONH176 NR	RCONH177 NR	RCONS421 NR	4.b.
c. Exposures past due 90 days or more or on nonaccrual <sup>3</sup> .....	RCONS423 NR	RCONS424 NR	RCONS425 NR	RCONHJ78 NR	RCONHJ79 NR		RCONS426 NR	RCONS427 NR	RCONS428 NR	RCONS429 NR	4.c.

	(Column K) Allocation by Risk-Weight Category 250%	(Column L) Allocation by Risk-Weight Category 300%	(Column M) Allocation by Risk-Weight Category 400%	(Column N) Allocation by Risk-Weight Category 600%	(Column O) Allocation by Risk-Weight Category 625%	(Column P) Allocation by Risk-Weight Category 937.5%	(Column Q) Allocation by Risk-Weight Category 1,250%	(Column R) Application of Other Risk-Weighting Approaches Exposure Amount	(Column S) Application of Other Risk-Weighting Approaches Risk-Weighted Asset Amount	
Dollar amounts in thousands										
1. Cash and balances due from depository institutions										1.
2. Securities:										2.
a. Held-to-maturity securities										2.a.
b. Available-for-sale debt securities and equity securities with readily determinable fair values not held for trading.....		RCONS405 NR		RCONS406 NR				RCONH271 NR	RCONH272 NR	2.b.
3. Federal funds sold and securities purchased under agreements to resell:										3.

3. Institutions should report held-to-maturity securities net of allowances for credit losses in item 2.a, column A. Institutions should report as a negative number in item 2.a, column B, those allowances for credit losses eligible for inclusion in tier 2 capital, which excludes allowances for credit losses on purchased credit-deteriorated assets.

3. For loans and leases held for sale, exclude residential mortgage exposures, high volatility commercial real estate exposures, or sovereign exposures that are past due 90 days or more or on nonaccrual.

	(Column K) Allocation by Risk-Weight Category 250%	(Column L) Allocation by Risk-Weight Category 300%	(Column M) Allocation by Risk-Weight Category 400%	(Column N) Allocation by Risk-Weight Category 600%	(Column O) Allocation by Risk-Weight Category 625%	(Column P) Allocation by Risk-Weight Category 937.5%	(Column Q) Allocation by Risk-Weight Category 1,250%	(Column R) Application of Other Risk-Weighting Approaches Exposure Amount	(Column S) Application of Other Risk-Weighting Approaches Risk-Weighted Asset Amount	
Dollar amounts in thousands										
a. Federal funds sold										3.a.
b. Securities purchased under agreements to resell										3.b.
4. Loans and leases held for sale:										4.
a. Residential mortgage exposures.....								RCONH273 NR	RCONH274 NR	4.a.
b. High volatility commercial real estate exposures.....								RCONH275 NR	RCONH276 NR	4.b.

	(Column K) Allocation by Risk-Weight Category 250%	(Column L) Allocation by Risk-Weight Category 300%	(Column M) Allocation by Risk-Weight Category 400%	(Column N) Allocation by Risk-Weight Category 600%	(Column O) Allocation by Risk-Weight Category 625%	(Column P) Allocation by Risk-Weight Category 937.5%	(Column Q) Allocation by Risk-Weight Category 1,250%	(Column R) Application of Other Risk-Weighting Approaches Exposure Amount	(Column S) Application of Other Risk-Weighting Approaches Risk-Weighted Asset Amount
Dollar amounts in thousands									
c. Exposures past due 90 days or more or on nonaccrual <sup>6</sup> .....								RCONH277 NR	RCONH278 NR

	(Column A) Totals from Schedule RC	(Column B) Adjustments to Totals Reported in Column A	(Column C) Allocation by Risk-Weight Category 0%	(Column D) Allocation by Risk-Weight Category 2%	(Column E) Allocation by Risk-Weight Category 4%	(Column F) Allocation by Risk-Weight Category 10%	(Column G) Allocation by Risk-Weight Category 20%	(Column H) Allocation by Risk-Weight Category 50%	(Column I) Allocation by Risk-Weight Category 100%	(Column J) Allocation by Risk-Weight Category 150%
Dollar amounts in thousands										
4. Loans and leases held for sale (continued):										
d. All other exposures.....	RCONS431 NR	RCONS432 NR	RCONS433 NR	RCONHJ80 NR	RCONHJ81 NR		RCONS434 NR	RCONS435 NR	RCONS436 NR	RCONS437 NR
5. Loans and leases held for investment:										
a. Residential mortgage exposures.....	RCONS439 NR	RCONS440 NR	RCONH178 NR				RCONS441 NR	RCONS442 NR	RCONS443 NR	
b. High volatility commercial real estate exposures.....	RCONS445 NR	RCONS446 NR	RCONH179 NR				RCONH180 NR	RCONH181 NR	RCONH182 NR	RCONS447 NR
c. Exposures past due 90 days or more or on nonaccrual <sup>3</sup> .....	RCONS449 NR	RCONS450 NR	RCONS451 NR	RCONHJ82 NR	RCONHJ83 NR		RCONS452 NR	RCONS453 NR	RCONS454 NR	RCONS455 NR
d. All other exposures.....	RCONS457 NR	RCONS458 NR	RCONS459 NR	RCONHJ84 NR	RCONHJ85 NR		RCONS460 NR	RCONS461 NR	RCONS462 NR	RCONS463 NR
6. LESS: Allowance for credit losses on loans and leases.....	RCON3123 8,981	RCON3123 8,981								
7. Trading assets.....	RCOND976 NR	RCONS466 NR	RCOND977 NR	RCONHJ86 NR	RCONHJ87 NR		RCOND978 NR	RCOND979 NR	RCOND980 NR	RCONS467 NR
8. All other assets <sup>1</sup> .....	RCOND981 NR	RCONS469 NR	RCOND982 NR	RCONHJ88 NR	RCONHJ89 NR		RCOND983 NR	RCOND984 NR	RCOND985 NR	RCONH185 NR
a. Separate account bank-owned life insurance										
b. Default fund contributions to central counterparties										

	(Column K) Allocation by Risk-Weight Category 250%	(Column L) Allocation by Risk-Weight Category 300%	(Column M) Allocation by Risk-Weight Category 400%	(Column N) Allocation by Risk-Weight Category 600%	(Column O) Allocation by Risk-Weight Category 625%	(Column P) Allocation by Risk-Weight Category 937.5%	(Column Q) Allocation by Risk-Weight Category 1,250%	(Column R) Application of Other Risk-Weighting Approaches Exposure Amount	(Column S) Application of Other Risk-Weighting Approaches Risk-Weighted Asset Amount	
Dollar amounts in thousands										
4. Loans and leases held for sale (continued):										4.
d. All other exposures.....								RCONH279 NR	RCONH280 NR	4.d.
5. Loans and leases held for investment:										5.
a. Residential mortgage exposures.....								RCONH281 NR	RCONH282 NR	5.a.
b. High volatility commercial real estate exposures.....								RCONH283 NR	RCONH284 NR	5.b.
c. Exposures past due 90 days or more or on nonaccrual <sup>11</sup> .....								RCONH285 NR	RCONH286 NR	5.c.
d. All other exposures.....								RCONH287 NR	RCONH288 NR	5.d.
6. LESS: Allowance for credit losses on loans and leases										6.
7. Trading assets.....		RCONH186 NR	RCONH290 NR	RCONH187 NR				RCONH291 NR	RCONH292 NR	7.
8. All other assets <sup>12</sup> .....	RCONH293 NR	RCONH188 NR	RCONS470 NR	RCONS471 NR				RCONH294 NR	RCONH295 NR	8.
a. Separate account bank-owned life insurance.....								RCONH296 NR	RCONH297 NR	8.a.
b. Default fund contributions to central counterparties.....								RCONH298 NR	RCONH299 NR	8.b.

6. For loans and leases held for sale, exclude residential mortgage exposures, high volatility commercial real estate exposures, or sovereign exposures that are past due 90 days or more or on nonaccrual.  
 3. For loans and leases, net of unearned income, exclude residential mortgage exposures, high volatility commercial real estate exposures, or sovereign exposures that are past due 90 days or more or on nonaccrual.  
 1. Includes premises and fixed assets; other real estate owned; investments in unconsolidated subsidiaries and associated companies; direct and indirect investments in real estate ventures; intangible assets; and other assets.  
 11. For loans and leases, net of unearned income, exclude residential mortgage exposures, high volatility commercial real estate exposures, or sovereign exposures that are past due 90 days or more or on nonaccrual.  
 12. Includes premises and fixed assets; other real estate owned; investments in unconsolidated subsidiaries and associated companies; direct and indirect investments in real estate ventures; intangible assets; and other assets.

Dollar amounts in thousands						
	(Column A) Totals	(Column B) Adjustments to Totals Reported in Column A	(Column Q) Allocation by Risk-Weight Category (Exposure Amount) 1,250%	(Column T) Total Risk-Weighted Asset Amount by Calculation Methodology SSFA	(Column U) Total Risk-Weighted Asset Amount by Calculation Methodology Gross-Up	
9. On-balance sheet securitization exposures:						9.
a. Held-to-maturity securities <sup>2</sup> .....	RCONS475 NR	RCONS476 NR	RCONS477 NR	RCONS478 NR	RCONS479 NR	9.a.
b. Available-for-sale securities.....	RCONS480 NR	RCONS481 NR	RCONS482 NR	RCONS483 NR	RCONS484 NR	9.b.
c. Trading assets.....	RCONS485 NR	RCONS486 NR	RCONS487 NR	RCONS488 NR	RCONS489 NR	9.c.
d. All other on-balance sheet securitization exposures.....	RCONS490 NR	RCONS491 NR	RCONS492 NR	RCONS493 NR	RCONS494 NR	9.d.
10. Off-balance sheet securitization exposures.....	RCONS495 NR	RCONS496 NR	RCONS497 NR	RCONS498 NR	RCONS499 NR	10.

2. Institutions should report held-to-maturity securities net of allowances for credit losses in item 9.a, column A. Institutions should report as a negative number in item 9.a, column B, those allowances for credit losses eligible for inclusion in tier 2 capital, which excludes allowances for credit losses on purchased credit-deteriorated assets.

	(Column A) Totals From Schedule RC	(Column B) Adjustments to Totals Reported in Column A	(Column C) Allocation by Risk-Weight Category 0%	(Column D) Allocation by Risk-Weight Category 2%	(Column E) Allocation by Risk-Weight Category 4%	(Column F) Allocation by Risk-Weight Category 10%	(Column G) Allocation by Risk-Weight Category 20%	(Column H) Allocation by Risk-Weight Category 50%	(Column I) Allocation by Risk-Weight Category 100%	(Column J) Allocation by Risk-Weight Category 150%
Dollar amounts in thousands										
11. Total balance sheet assets <sup>14</sup>	RCON2170 1,412,438	RCONS500 NR	RCOND987 NR	RCONHJ90 NR	RCONHJ91 NR		RCOND988 NR	RCOND989 NR	RCOND990 NR	RCONS503 NR

	(Column K) Allocation by Risk-Weight Category 250%	(Column L) Allocation by Risk-Weight Category 300%	(Column M) Allocation by Risk-Weight Category 400%	(Column N) Allocation by Risk-Weight Category 600%	(Column O) Allocation by Risk-Weight Category 625%	(Column P) Allocation by Risk-Weight Category 937.5%	(Column Q) Allocation by Risk-Weight Category 1,250%	(Column R) Application of Other Risk-Weighting Approaches Exposure Amount
Dollar amounts in thousands								
11. Total balance sheet assets <sup>14</sup>	RCONS504 NR	RCONS505 NR	RCONS506 NR	RCONS507 NR			RCONS510 NR	RCONH300 NR

	(Column A) Face, Notional, or Other Amount	(Column B) Credit Equivalent Amount	(Column C) Allocation by Risk-Weight Category 0%	(Column D) Allocation by Risk-Weight Category 2%	(Column E) Allocation by Risk-Weight Category 4%	(Column F) Allocation by Risk-Weight Category 10%	(Column G) Allocation by Risk-Weight Category 20%	(Column H) Allocation by Risk-Weight Category 50%	(Column I) Allocation by Risk-Weight Category 100%	(Column J) Allocation by Risk-Weight Category 150%
Dollar amounts in thousands										
12. Financial standby letters of credit	RCOND991 NR	RCOND992 NR	RCOND993 NR	RCONHJ92 NR	RCONHJ93 NR		RCOND994 NR	RCOND995 NR	RCOND996 NR	RCONS511 NR
13. Performance standby letters of credit and transaction-related contingent items	RCOND997 NR	RCOND998 NR	RCOND999 NR				RCONG603 NR	RCONG604 NR	RCONG605 NR	RCONS512 NR
14. Commercial and similar letters of credit with an original maturity of one year or less	RCONG606 NR	RCONG607 NR	RCONG608 NR	RCONHJ94 NR	RCONHJ95 NR		RCONG609 NR	RCONG610 NR	RCONG611 NR	RCONS513 NR
15. Retained recourse on small business obligations sold with recourse	RCONG612 NR	RCONG613 NR	RCONG614 NR				RCONG615 NR	RCONG616 NR	RCONG617 NR	RCONS514 NR

	(Column A) Face, Notional, or Other Amount	(Column B) Credit Equivalent Amount	(Column C) Allocation by Risk-Weight Category 0%	(Column D) Allocation by Risk-Weight Category 2%	(Column E) Allocation by Risk-Weight Category 4%	(Column F) Allocation by Risk-Weight Category 10%	(Column G) Allocation by Risk-Weight Category 20%	(Column H) Allocation by Risk-Weight Category 50%	(Column I) Allocation by Risk-Weight Category 100%	(Column J) Allocation by Risk-Weight Category 150%
Dollar amounts in thousands										
16. Repo-style transactions <sup>21</sup>	RCONS515 NR	RCONS516 NR	RCONS517 NR	RCONS518 NR	RCONS519 NR		RCONS520 NR	RCONS521 NR	RCONS522 NR	RCONS523 NR
17. All other off-balance sheet liabilities	RCONG618 NR	RCONG619 NR	RCONG620 NR				RCONG621 NR	RCONG622 NR	RCONG623 NR	RCONS524 NR
18. Unused commitments (exclude unused commitments to asset-backed commercial paper conduits):										
a. Original maturity of one year or less	RCONS525 NR	RCONS526 NR	RCONS527 NR	RCONHJ96 NR	RCONHJ97 NR		RCONS528 NR	RCONS529 NR	RCONS530 NR	RCONS531 NR

14. For each of columns A through R of item 11, report the sum of items 1 through 9. For item 11, the sum of columns B through R must equal column A. Item 11, column A, must equal Schedule RC, item 12.  
 21. Includes securities purchased under agreements to resell (reverse repos), securities sold under agreements to repurchase (repos), securities borrowed, and securities lent.

	(Column A) Face, Notional, or Other Amount	(Column B) Credit Equivalent Amount	(Column C) Allocation by Risk-Weight Category 0%	(Column D) Allocation by Risk-Weight Category 2%	(Column E) Allocation by Risk-Weight Category 4%	(Column F) Allocation by Risk-Weight Category 10%	(Column G) Allocation by Risk-Weight Category 20%	(Column H) Allocation by Risk-Weight Category 50%	(Column I) Allocation by Risk-Weight Category 100%	(Column J) Allocation by Risk-Weight Category 150%	
Dollar amounts in thousands											
b. Original maturity exceeding one year.....	RCONG624 NR	RCONG625 NR	RCONG626 NR	RCONHJ98 NR	RCONHJ99 NR		RCONG627 NR	RCONG628 NR	RCONG629 NR	RCONS539 NR	18.b.
19. Unconditionally cancelable commitments.....	RCONS540 NR	RCONS541 NR									19.
20. Over-the-counter derivatives.....		RCONS542 NR	RCONS543 NR	RCONHK00 NR	RCONHK01 NR	RCONS544 NR	RCONS545 NR	RCONS546 NR	RCONS547 NR	RCONS548 NR	20.
21. Centrally cleared derivatives.....		RCONS549 NR	RCONS550 NR	RCONS551 NR	RCONS552 NR		RCONS554 NR	RCONS555 NR	RCONS556 NR	RCONS557 NR	21.
22. Unsettled transactions (failed trades) <sup>4</sup> .....	RCONH191 NR		RCONH193 NR				RCONH194 NR	RCONH195 NR	RCONH196 NR	RCONH197 NR	22.

4. For item 22, the sum of columns C through Q must equal column A.

	(Column O) Allocation by Risk-Weight Category 625%	(Column P) Allocation by Risk-Weight Category 937.5%	(Column Q) Allocation by Risk-Weight Category 1,250%	(Column R) Application of Other Risk-Weighting Approaches Credit Equivalent Amount	(Column S) Application of Other Risk-Weighting Approaches Risk-Weighted Asset Amount	
Dollar amounts in thousands						
16. Repo-style transactions <sup>24</sup> .....				RCONH301 NR	RCONH302 NR	16.
17. All other off-balance sheet liabilities .....						17.
18. Unused commitments (exclude unused commitments to asset-backed commercial paper conduits):						18.
a. Original maturity of one year or less .....				RCONH303 NR	RCONH304 NR	18.a.
b. Original maturity exceeding one year .....				RCONH307 NR	RCONH308 NR	18.b.
19. Unconditionally cancelable commitments .....						19.
20. Over-the-counter derivatives .....				RCONH309 NR	RCONH310 NR	20.
21. Centrally cleared derivatives .....						21.
22. Unsettled transactions (failed trades) <sup>25</sup> .....	RCONH198 NR	RCONH199 NR	RCONH200 NR			22.

24. Includes securities purchased under agreements to resell (reverse repos), securities sold under agreements to repurchase (repos), securities borrowed, and securities lent.  
 25. For item 22, the sum of columns C through Q must equal column A.

Dollar amounts in thousands	(Column C) Allocation by Risk-Weight Category 0%	(Column D) Allocation by Risk-Weight Category 2%	(Column E) Allocation by Risk-Weight Category 4%	(Column F) Allocation by Risk-Weight Category 10%	(Column G) Allocation by Risk-Weight Category 20%	(Column H) Allocation by Risk-Weight Category 50%	(Column I) Allocation by Risk-Weight Category 100%	(Column J) Allocation by Risk-Weight Category 150%	
23. Total assets, derivatives, off-balance sheet items, and other items subject to risk weighting by risk-weight category (for each of columns C through P, sum of items 11 through 22; for column Q, sum of items 10 through 22).....	RCONG630 NR	RCONS558 NR	RCONS559 NR	RCONS560 NR	RCONG631 NR	RCONG632 NR	RCONG633 NR	RCONS561 NR	23.
24. Risk weight factor									24.
25. Risk-weighted assets by risk-weight category (for each column, item 23 multiplied by item 24).....	RCONG634 NR	RCONS569 NR	RCONS570 NR	RCONS571 NR	RCONG635 NR	RCONG636 NR	RCONG637 NR	RCONS572 NR	25.

Dollar amounts in thousands	(Column K) Allocation by Risk-Weight Category 250%	(Column L) Allocation by Risk-Weight Category 300%	(Column M) Allocation by Risk-Weight Category 400%	(Column N) Allocation by Risk-Weight Category 600%	(Column O) Allocation by Risk-Weight Category 625%	(Column P) Allocation by Risk-Weight Category 937.5%	(Column Q) Allocation by Risk-Weight Category 1,250%	
23. Total assets, derivatives, off-balance sheet items, and other items subject to risk weighting by risk-weight category (for each of columns C through P, sum of items 11 through 22; for column Q, sum of items 10 through 22).....	RCONS562 NR	RCONS563 NR	RCONS564 NR	RCONS565 NR	RCONS566 NR	RCONS567 NR	RCONS568 NR	23.
24. Risk weight factor								24.
25. Risk-weighted assets by risk-weight category (for each column, item 23 multiplied by item 24).....	RCONS573 NR	RCONS574 NR	RCONS575 NR	RCONS576 NR	RCONS577 NR	RCONS578 NR	RCONS579 NR	25.

Dollar amounts in thousands

<i>Items 26 through 31 are to be completed quarterly.</i>			
26. Risk-weighted assets base for purposes of calculating the adjusted allowances for credit losses (AACL) 1.25 percent threshold.....	RCONS580	<b>1,150,705</b>	26.
27. Standardized market-risk weighted assets (applicable only to banks that are covered by the market risk capital rule).....	RCONS581	<b>0</b>	27.
28. Risk-weighted assets before deductions for excess AACL and allocated risk transfer risk reserve <sup>2</sup> .....	RCONB704	<b>1,150,705</b>	28.
29. LESS: Excess AACL <sup>1</sup> .....	RCONA222	<b>0</b>	29.
30. LESS: Allocated transfer risk reserve.....	RCON3128	<b>0</b>	30.
31. Total risk-weighted assets (item 28 minus items 29 and 30).....	RCONG641	<b>1,150,705</b>	31.
<i>Schedule RC-R, Part II, Memorandum items 1 through 3.g, are to be completed semiannually in the June and December reports only.</i>			
1. Current credit exposure across all derivative contracts covered by the regulatory capital rules.....	RCONG642	<b>NR</b>	M.1.

Dollar amounts in thousands	(Column A) With a remaining maturity of One year or less		(Column B) With a remaining maturity of Over one year through five years		(Column C) With a remaining maturity of Over five years		
2. Notional principal amounts of over-the-counter derivative contracts:							M.2.
a. Interest rate.....	RCONS582	<b>NR</b>	RCONS583	<b>NR</b>	RCONS584	<b>NR</b>	M.2.a.
b. Foreign exchange rate and gold.....	RCONS585	<b>NR</b>	RCONS586	<b>NR</b>	RCONS587	<b>NR</b>	M.2.b.
c. Credit (investment grade reference asset).....	RCONS588	<b>NR</b>	RCONS589	<b>NR</b>	RCONS590	<b>NR</b>	M.2.c.
d. Credit (non-investment grade reference asset).....	RCONS591	<b>NR</b>	RCONS592	<b>NR</b>	RCONS593	<b>NR</b>	M.2.d.
e. Equity.....	RCONS594	<b>NR</b>	RCONS595	<b>NR</b>	RCONS596	<b>NR</b>	M.2.e.
f. Precious metals (except gold).....	RCONS597	<b>NR</b>	RCONS598	<b>NR</b>	RCONS599	<b>NR</b>	M.2.f.
g. Other.....	RCONS600	<b>NR</b>	RCONS601	<b>NR</b>	RCONS602	<b>NR</b>	M.2.g.
3. Notional principal amounts of centrally cleared derivative contracts:							M.3.
a. Interest rate.....	RCONS603	<b>NR</b>	RCONS604	<b>NR</b>	RCONS605	<b>NR</b>	M.3.a.
b. Foreign exchange rate and gold.....	RCONS606	<b>NR</b>	RCONS607	<b>NR</b>	RCONS608	<b>NR</b>	M.3.b.
c. Credit (investment grade reference asset).....	RCONS609	<b>NR</b>	RCONS610	<b>NR</b>	RCONS611	<b>NR</b>	M.3.c.
d. Credit (non-investment grade reference asset).....	RCONS612	<b>NR</b>	RCONS613	<b>NR</b>	RCONS614	<b>NR</b>	M.3.d.
e. Equity.....	RCONS615	<b>NR</b>	RCONS616	<b>NR</b>	RCONS617	<b>NR</b>	M.3.e.
f. Precious metals (except gold).....	RCONS618	<b>NR</b>	RCONS619	<b>NR</b>	RCONS620	<b>NR</b>	M.3.f.
g. Other.....	RCONS621	<b>NR</b>	RCONS622	<b>NR</b>	RCONS623	<b>NR</b>	M.3.g.

Dollar amounts in thousands

4. Amount of allowances for credit losses on purchased credit-deteriorated assets:			M.4.
a. Loans and leases held for investment.....	RCONJJ30	<b>0</b>	M.4.a.
b. Held-to-maturity debt securities.....	RCONJJ31	<b>0</b>	M.4.b.
c. Other financial assets measured at amortized cost.....	RCONJJ32	<b>0</b>	M.4.c.

## Schedule RC-T - Fiduciary and Related Services(Form Type - 051)

Dollar amounts in thousands

1. Does the institution have fiduciary powers? (If "NO," do not complete Schedule RC-T.).....	RCONA345	<b>No</b>	1.
2. Does the institution exercise the fiduciary powers it has been granted?.....	RCONA346	<b>No</b>	2.
3. Does the institution have any fiduciary or related activity (in the form of assets or accounts) to report in this schedule? (If "NO," do not complete the rest of Schedule RC-T.).....	RCONB867	<b>No</b>	3.

2. Sum of items 2.b through 20, column S; items 9.a, 9.b, 9.c, 9.d, and 10, columns T and U; item 25, columns C through Q; and item 27 (if applicable).  
 1. Institutions that have elected to apply the 3-year or the 5-year 2020 CECL transition provision should subtract the applicable portion of the AACL transitional amount or the modified AACL transitional amount, respectively, from the AACL, as defined in the regulatory capital rule, before determining the amount of excess AACL.

Dollar amounts in thousands		(Column A) Managed Assets		(Column B) Non-Managed Assets		(Column C) Number of Managed Accounts		(Column D) Number of Non-Managed Accounts	
4. Personal trust and agency accounts.....	RCONB868	NR	RCONB869	NR	RCONB870	NR	RCONB871	NR	4.
5. Employee benefit and retirement-related trust and agency accounts:									5.
a. Employee benefit - defined contribution.....	RCONB872	NR	RCONB873	NR	RCONB874	NR	RCONB875	NR	5.a.
b. Employee benefit - defined benefit.....	RCONB876	NR	RCONB877	NR	RCONB878	NR	RCONB879	NR	5.b.
c. Other employee benefit and retirement-related accounts.....	RCONB880	NR	RCONB881	NR	RCONB882	NR	RCONB883	NR	5.c.
6. Corporate trust and agency accounts.....	RCONB884	NR	RCONB885	NR	RCONC001	NR	RCONC002	NR	6.
7. Investment management and investment advisory agency accounts.....	RCONB886	NR	RCONJ253	NR	RCONB888	NR	RCONJ254	NR	7.
8. Foundation and endowment trust and agency accounts.....	RCONJ255	NR	RCONJ256	NR	RCONJ257	NR	RCONJ258	NR	8.
9. Other fiduciary accounts.....	RCONB890	NR	RCONB891	NR	RCONB892	NR	RCONB893	NR	9.
10. Total fiduciary accounts (sum of items 4 through 9).....	RCONB894	NR	RCONB895	NR	RCONB896	NR	RCONB897	NR	10.
11. Custody and safekeeping accounts.....			RCONB898	NR			RCONB899	NR	11.
12. Not applicable									12.
13. Individual Retirement Accounts, Health Savings Accounts, and other similar accounts (included in items 5.c and 11).....	RCONJ259	NR	RCONJ260	NR	RCONJ261	NR	RCONJ262	NR	13.

Dollar amounts in thousands			
14. Personal trust and agency accounts.....	RIADB904		NR
15. Employee benefit and retirement-related trust and agency accounts:			
a. Employee benefit - defined contribution.....	RIADB905		NR
b. Employee benefit - defined benefit.....	RIADB906		NR
c. Other employee benefit and retirement-related accounts.....	RIADB907		NR
16. Corporate trust and agency accounts.....	RIADA479		NR
17. Investment management and investment advisory agency accounts.....	RIADJ315		NR
18. Foundation and endowment trust and agency accounts.....	RIADJ316		NR
19. Other fiduciary accounts.....	RIADA480		NR
20. Custody and safekeeping accounts.....	RIADB909		NR
21. Other fiduciary and related services income.....	RIADB910		NR
22. Total gross fiduciary and related services income (sum of items 14 through 21) (must equal Schedule RI, item 5.a).....	RIAD4070		0
23. Less: Expenses.....	RIADC058		NR
24. Less: Net losses from fiduciary and related services.....	RIADA488		NR
25. Plus: Intracompany income credits for fiduciary and related services.....	RIADB911		NR
26. Net fiduciary and related services income.....	RIADA491		NR

Dollar amounts in thousands	(Column A) Personal Trust and Agency and Investment Management Agency Accounts		(Column B) Employee Benefit and Retirement-Related Trust and Agency Accounts		(Column C) All Other Accounts		
1. Managed assets held in fiduciary accounts:							M.1.
a. Noninterest-bearing deposits.....	RCONJ263	NR	RCONJ264	NR	RCONJ265	NR	M.1.a.
b. Interest-bearing deposits.....	RCONJ266	NR	RCONJ267	NR	RCONJ268	NR	M.1.b.
c. U.S. Treasury and U.S. Government agency obligations.....	RCONJ269	NR	RCONJ270	NR	RCONJ271	NR	M.1.c.
d. State, county, and municipal obligations.....	RCONJ272	NR	RCONJ273	NR	RCONJ274	NR	M.1.d.
e. Money market mutual funds.....	RCONJ275	NR	RCONJ276	NR	RCONJ277	NR	M.1.e.
f. Equity mutual funds.....	RCONJ278	NR	RCONJ279	NR	RCONJ280	NR	M.1.f.
g. Other mutual funds.....	RCONJ281	NR	RCONJ282	NR	RCONJ283	NR	M.1.g.
h. Common trust funds and collective investment funds.....	RCONJ284	NR	RCONJ285	NR	RCONJ286	NR	M.1.h.
i. Other short-term obligations.....	RCONJ287	NR	RCONJ288	NR	RCONJ289	NR	M.1.i.
j. Other notes and bonds.....	RCONJ290	NR	RCONJ291	NR	RCONJ292	NR	M.1.j.
k. Investments in unregistered funds and private equity investments.....	RCONJ293	NR	RCONJ294	NR	RCONJ295	NR	M.1.k.
l. Other common and preferred stocks.....	RCONJ296	NR	RCONJ297	NR	RCONJ298	NR	M.1.l.
m. Real estate mortgages.....	RCONJ299	NR	RCONJ300	NR	RCONJ301	NR	M.1.m.
n. Real estate.....	RCONJ302	NR	RCONJ303	NR	RCONJ304	NR	M.1.n.
o. Miscellaneous assets.....	RCONJ305	NR	RCONJ306	NR	RCONJ307	NR	M.1.o.
p. Total managed assets held in fiduciary accounts (for each column, sum of Memorandum items 1.a through 1.o).....	RCONJ308	NR	RCONJ309	NR	RCONJ310	NR	M.1.p.

Dollar amounts in thousands	(Column A) Managed Assets		(Column B) Number of Managed Accounts		
q. Investments of managed fiduciary accounts in advised or sponsored mutual funds.....	RCONJ311	NR	RCONJ312	NR	M.1.q.

Dollar amounts in thousands	(Column A) Number of Issues		(Column B) Principal Amount Outstanding		
2. Corporate trust and agency accounts:					M.2.
a. Corporate and municipal trusteeships.....	RCONB927	NR	RCONB928	NR	M.2.a.
1. Issues reported in Memorandum item 2.a that are in default.....	RCONJ313	NR	RCONJ314	NR	M.2.a.1.
b. Transfer agent, registrar, paying agent, and other corporate agency.....	RCONB929	NR			M.2.b.

Dollar amounts in thousands	(Column A) Number of Funds		(Column B) Market Value of Fund Assets		
<i>Memorandum items 3.a through 3.h are to be completed by institutions at which the total market value of the assets held in Collective Investment Funds (CIFs) and Common Trust Funds (CTFs) administered by the reporting institution (Memorandum item 3.h, column B) was \$1 billion or more as of the preceding December 31. Memorandum item 3.h only is to be completed by institutions at which the total market value of the assets held in CIFs and CTFs administered by the reporting institution (Memorandum item 3.h, column B) was less than \$1 billion as of the preceding December 31.</i>					M.3.
3. Collective investment funds and common trust funds:					
a. Domestic equity.....	RCONB931	NR	RCONB932	NR	M.3.a.
b. International/Global equity.....	RCONB933	NR	RCONB934	NR	M.3.b.
c. Stock/Bond blend.....	RCONB935	NR	RCONB936	NR	M.3.c.
d. Taxable bond.....	RCONB937	NR	RCONB938	NR	M.3.d.
e. Municipal bond.....	RCONB939	NR	RCONB940	NR	M.3.e.
f. Short term investments/Money market.....	RCONB941	NR	RCONB942	NR	M.3.f.
g. Specialty/Other.....	RCONB943	NR	RCONB944	NR	M.3.g.
h. Total collective investment funds (sum of Memorandum items 3.a through 3.g).....	RCONB945	NR	RCONB946	NR	M.3.h.

Dollar amounts in thousands	(Column A) Gross Losses		(Column B) Gross Losses		(Column C) Recoveries		
	Managed Accounts		Non-Managed Accounts				
4. Fiduciary settlements, surcharges, and other losses:							M.4.
a. Personal trust and agency accounts.....	RIADB947	NR	RIADB948	NR	RIADB949	NR	M.4.a.
b. Employee benefit and retirement-related trust and agency accounts.....	RIADB950	NR	RIADB951	NR	RIADB952	NR	M.4.b.
c. Investment management agency accounts.....	RIADB953	NR	RIADB954	NR	RIADB955	NR	M.4.c.
d. Other fiduciary accounts and related services.....	RIADB956	NR	RIADB957	NR	RIADB958	NR	M.4.d.
e. Total fiduciary settlements, surcharges, and other losses (sum of Memorandum items 4.a through 4.d) (sum of columns A and B minus column C must equal Schedule RC-T, item 24).....	RIADB959	NR	RIADB960	NR	RIADB961	NR	M.4.e.

## Schedule SU - Supplemental Information(Form Type - 051)

Dollar amounts in thousands			
1. Does the institution have any derivative contracts?.....	RCONFT00	Yes	1.
a. Total gross notional amount of interest rate derivatives held for trading.....	RCONA126	0	1.a.
b. Total gross notional amount of all other derivatives held for trading.....	RCONFT01	0	1.b.
c. Total gross notional amount of interest rate derivatives not held for trading.....	RCON8725	50,000	1.c.
d. Total gross notional amount of all other derivatives not held for trading.....	RCONFT02	0	1.d.
2. For each of the two calendar quarters preceding the current calendar quarter, did the institution meet one or both of the following mortgage banking activity thresholds: (1) Sales of 1-4 family residential mortgage loans during the calendar quarter exceeded \$10 million, or (2) 1-4 family residential mortgage loans held for sale or trading as of calendar quarter-end exceeded \$10 million?.....	RCONFT03	No	2.
a. Principal amount of 1-4 family residential mortgage loans sold during the quarter.....	RCONFT04	NR	2.a.
b. Quarter-end amount of 1-4 family residential mortgage loans held for sale or trading.....	RCONFT05	NR	2.b.
3. Does the institution use the fair value option to measure any of its assets or liabilities?.....	RCONFT06	No	3.
a. Aggregate amount of fair value option assets.....	RCONHK18	NR	3.a.
b. Aggregate amount of fair value option liabilities.....	RCONHK19	NR	3.b.
c. Year-to-date net gains (losses) recognized in earnings on fair value option assets.....	RIADF551	NR	3.c.
d. Year-to-date net gains (losses) recognized in earnings on fair value option liabilities.....	RIADF553	NR	3.d.
4. Does the institution have any assets it has sold and securitized with servicing retained or with recourse or other seller-provided credit enhancements?.....	RCONFT07	No	4.
a. Total outstanding principal balance of assets sold and securitized by the reporting institution with servicing retained or with recourse or other seller-provided credit enhancement.....	RCONFT08	NR	4.a.
5. Does the institution have any assets it has sold with recourse or other seller-provided credit enhancements but has not securitized?.....	RCONFT09	No	5.
a. Total outstanding principal balance of assets sold by the reporting institution with recourse or other seller-provided credit enhancements, but not securitized by the reporting institution.....	RCONFT10	NR	5.a.
6. Does the institution service any closed-end 1-4 family residential mortgage loans for others or does it service more than \$10 million of other financial assets for others?.....	RCONFT11	Yes	6.
a. Total outstanding principal balance of closed-end 1-4 family residential mortgage loans serviced for others plus the total outstanding principal balance of other financial assets serviced for others if more than \$10 million.....	RCONFT12	193,780	6.a.
7. Does the institution have any consolidated variable interest entities?.....	RCONFT13	No	7.
a. Total assets of consolidated variable interest entities <sup>1</sup> .....	RCONFT14	NR	7.a.
b. Total liabilities of consolidated variable interest entities.....	RCONFT15	NR	7.b.
8. Does the institution, together with affiliated institutions, have outstanding credit card receivables that exceed \$500 million as of the report date or is the institution a credit card specialty bank as defined for Uniform Bank Performance Report purposes?.....	RCONFT16	No	8.
a. Outstanding credit card fees and finance charges included in credit cards to individuals for household, family, and other personal expenditures (retail credit cards).....	RCONC391	NR	8.a.
b. Separate valuation allowance for uncollectible retail credit card fees and finance charges.....	RIADC389	NR	8.b.
c. Amount of allowance for credit losses on loans and leases attributable to retail credit card fees and finance charges.....	RIADC390	NR	8.c.
d. Uncollectible retail credit card fees and finance charges reversed against year-to-date income.....	RIADC388	NR	8.d.

1. Institutions should report assets net of any applicable allowance for credit losses.

## Optional Narrative Statement Concerning the Amounts Reported in the Consolidated Reports of Condition and Income(Form Type - 051)

Dollar amounts in thousands

1. Comments?.....	RCON6979	<b>No</b>	1.
2. Bank Management Statement (please type or print clearly; 750 character limit):.....	TEXT6980	<b>NR</b>	2.

**PUBLIC EXHIBIT G**

Form of Newspaper Notice

**VERSION 1 - To be published in the *Wall Street Journal* on January 21, 2026, providing notice of the application for the formation of Enova Interim Bank, the OCC Interagency Bank Merger Act application by Grasshopper Bank, National Association, and the Federal Reserve Application to Become a Bank Holding Company and/or Acquire an Additional Bank or Bank Holding Company (FR Y-3) by Enova International, Inc.**

#### **NOTICE OF BANK MERGER APPLICATION AND INTERIM CHARTER APPLICATION**

Notice is given that application has been made to the Office of the Comptroller of the Currency, 400 7th Street, S.W., Washington, DC 20219, on January 16, 2026, for consent to merge Enova Interim Bank, National Association, a temporary interim bank with its main office in South Jordan, Utah, that will be newly chartered to facilitate the transaction, into Grasshopper Bank, National Association, with its main office in New York, New York 10016, (the “Bank Merger”).

Upon consummation of the Bank Merger, the resulting bank will be renamed. Following the Bank Merger, it is contemplated that the resulting bank’s main office will be in South Jordan, Utah. It is contemplated that the main office of Grasshopper Bank, National Association, 261 5th Ave Ste 610, New York, NY 10016 will be closed in connection with the Bank Merger.

Notice is given that application has been made to the Office of the Comptroller of the Currency, 400 7th Street, S.W., Washington, DC 20219 to form Enova Interim Bank, National Association for the purpose of facilitating the Bank Merger described above.

These transactions are also contingent upon obtaining all necessary approvals from the Board of Governors of the Federal Reserve System for Enova International, Inc. to acquire Grasshopper Bancorp, Inc. and Grasshopper Bank, National Association and become a bank holding company.

This notice is published pursuant to 12 USC 1828(c) and 12 CFR 5. Anyone may submit written comments on this application by February 20, 2026 to: Carolina Ledesma, Director for Licensing, Office of the Comptroller of the Currency, 400 7th Street, S.W., Washington, DC 20219 or by email to [LicensingPublicComments@occ.treas.gov](mailto:LicensingPublicComments@occ.treas.gov).

The public may find information regarding these applications, including the date of the end of the public comment period, in the OCC Weekly Bulletin at [www.occ.gov](http://www.occ.gov). Requests for a copy of the public file on the application should be made to Carolina Ledesma, Director for Licensing, Office of the Comptroller of the Currency, 400 7th Street, S.W., Washington, DC 20219 or by emailing [Licensing@occ.treas.gov](mailto:Licensing@occ.treas.gov).

Date: January 21, 2026

Grasshopper Bank, National Association, New York, New York  
Enova Interim Bank, South Jordan, Utah

#### **NOTICE OF APPLICATION FOR FORMATION OF BANK HOLDING COMPANY**

Enova International, Inc., Chicago, Illinois has applied to the Federal Reserve Board for permission to become a bank holding company by acquiring Grasshopper Bancorp, Inc., New York, New York, 10016, and thereby indirectly acquiring Grasshopper Bank, National Association, with its main office in New York, New York, 10016 and acquiring control of Enova Interim Bank, National Association, a temporary interim bank with its main office in South Jordan, Utah. Grasshopper Bank will merge into Enova Interim Bank with Grasshopper Bank continuing as the resulting bank. The resulting bank’s main office will be in South

Jordan, Utah. The Federal Reserve considers a number of factors in deciding whether to approve the application including the record of performance of banks we own in helping to meet local credit needs.

You are invited to submit comments in writing on this application to Colette A. Fried, Assistant Vice President, Federal Reserve Bank of Chicago, 230 South LaSalle Street, Chicago, IL 60604. The comment period will not end before February 20, 2026 and may be somewhat longer. The Board's procedures for processing applications/notices may be found at 12 C.F.R. Part 262. Procedures for processing protested applications/notices may be found at 12 C.F.R. 262.25. To obtain a copy of the Federal Reserve Board's procedures, or if you need more information about how to submit your comments on the application, contact Suchi Saxena, Community Affairs Officer and Vice President, Community Development, at (312) 322-4357; to request a copy of an application, contact Colette A. Fried at (312) 322-6846. The Federal Reserve will consider your comments and any request for a public meeting or formal hearing on the application if they are received in writing by the Reserve Bank on or before the last day of the comment period.

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**VERSION 2 - To be published in the *Chicago Tribune* on January 21, 2026, providing notice of the Federal Reserve Application to Become a Bank Holding Company and/or Acquire an Additional Bank or Bank Holding Company (FR Y-3) by Enova International, Inc.**

**NOTICE OF APPLICATION FOR FORMATION OF BANK HOLDING COMPANY**

Enova International, Inc., Chicago, Illinois has applied to the Federal Reserve Board for permission to become a bank holding company by acquiring Grasshopper Bancorp, Inc., New York, New York, 10016, and thereby indirectly acquiring Grasshopper Bank, National Association, with its main office in New York, New York, 10016 and acquiring control of Enova Interim Bank, National Association, a temporary interim bank with its main office in South Jordan, Utah. Grasshopper Bank will merge into Enova Interim Bank with Grasshopper Bank continuing as the resulting bank. The resulting bank's main office will be in South Jordan, Utah. The Federal Reserve considers a number of factors in deciding whether to approve the application including the record of performance of banks we own in helping to meet local credit needs.

You are invited to submit comments in writing on this application to Colette A. Fried, Assistant Vice President, Federal Reserve Bank of Chicago, 230 South LaSalle Street, Chicago, IL 60604. The comment period will not end before February 20, 2026 and may be somewhat longer. The Board's procedures for processing applications/notices may be found at 12 C.F.R. Part 262. Procedures for processing protested applications/notices may be found at 12 C.F.R. 262.25. To obtain a copy of the Federal Reserve Board's procedures, or if you need more information about how to submit your comments on the application, contact Suchi Saxena, Community Affairs Officer and Vice President, Community Development, at (312) 322-4357; to request a copy of an application, contact Colette A. Fried at (312) 322-6846. The Federal Reserve will consider your comments and any request for a public meeting or formal hearing on the application if they are received in writing by the Reserve Bank on or before the last day of the comment period.

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**VERSION 3 - To be published in the *Wall Street Journal* on January 28, 2026, and February 14, 2026 and in the *Salt Lake Tribune* on January 21, January 28, 2026, and February 15, 2026 providing notice of the application for the formation of Enova Interim Bank and the OCC Interagency Bank Merger Act application by Grasshopper Bank, National Association.**

**NOTICE OF BANK MERGER APPLICATION AND INTERIM CHARTER APPLICATION**

Notice is given that application has been made to the Office of the Comptroller of the Currency, 400 7th Street, S.W., Washington, DC 20219, on January 16, 2026, for consent to merge Enova Interim Bank, National Association, a temporary interim bank with its main office in South Jordan, Utah, that will be newly chartered to facilitate the transaction, into Grasshopper Bank, National Association, with its main office in New York, New York 10016, (the “Bank Merger”).

Upon consummation of the Bank Merger, the resulting bank will be renamed. Following the Bank Merger, it is contemplated that the resulting bank’s main office will be in South Jordan, Utah. It is contemplated that the main office of Grasshopper Bank, National Association, 261 5th Ave Ste 610, New York, NY 10016 will be closed in connection with the Bank Merger.

Notice is given that application has been made to the Office of the Comptroller of the Currency, 400 7th Street, S.W., Washington, DC 20219 to form Enova Interim Bank, National Association for the purpose of facilitating the Bank Merger described above.

These transactions are also contingent upon obtaining all necessary approvals from the Board of Governors of the Federal Reserve System for Enova International, Inc. to acquire Grasshopper Bancorp, Inc. and Grasshopper Bank, National Association and become a bank holding company.

This notice is published pursuant to 12 USC 1828(c) and 12 CFR 5. Anyone may submit written comments on this application by February 20, 2026 to: Carolina Ledesma, Director for Licensing, Office of the Comptroller of the Currency, 400 7th Street, S.W., Washington, DC 20219 or by email to [LicensingPublicComments@occ.treas.gov](mailto:LicensingPublicComments@occ.treas.gov).

The public may find information regarding these applications, including the date of the end of the public comment period, in the OCC Weekly Bulletin at [www.occ.gov](http://www.occ.gov). Requests for a copy of the public file on the application should be made to Carolina Ledesma, Director for Licensing, Office of the Comptroller of the Currency, 400 7th Street, S.W., Washington, DC 20219 or by emailing [Licensing@occ.treas.gov](mailto:Licensing@occ.treas.gov).

Date: January 21, 2026

Grasshopper Bank, National Association, New York, New York  
Enova Interim Bank, South Jordan, Utah

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