PUBLIC EXHIBITS

to the

APPLICATION

to the

BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM

by

U.S. BANCORP

for prior approval to acquire

MUFG UNION BANK, NATIONAL ASSOCIATION

Pursuant to Section 3(a)(3) of the Bank Holding Company Act of 1956, as amended, and Regulation Y promulgated thereunder

October 6, 2021

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PUBLIC EXHIBIT 1

PURCHASE AGREEMENT

EXECUTION COPY

SHARE PURCHASE AGREEMENT

AMONG

MITSUBISHI UFJ FINANCIAL GROUP, INC.,

MUFG AMERICAS HOLDINGS CORPORATION

and

U.S. BANCORP

September 21, 2021

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SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT, dated as of September 21, 2021, by and among Mitsubishi UFJ Financial Group, Inc., a joint stock company (*kabushiki kaisha*) organized under the laws of Japan ("Seller Holdco"), MUFG Americas Holdings Corporation, a corporation organized under the laws of the state of Delaware and a wholly owned (directly and indirectly) Subsidiary of Seller Holdco ("Seller" and, collectively with Seller Holdco, "Sellers") and U.S. Bancorp, a corporation organized under the laws of Delaware ("Purchaser").

RECITALS

WHEREAS, Seller is a financial holding company conducting certain business operations through its commercial banking subsidiary MUFG Union Bank, N.A., a national banking association (the "Bank");

WHEREAS, Seller owns all the issued and outstanding shares of Common Stock of the Bank (the "Shares");

WHEREAS, subject to the terms and conditions set forth herein, Seller desires to sell, convey, assign and deliver ("<u>Transfer</u>") to Purchaser, and Purchaser desires to purchase and accept ("<u>Purchase</u>") from Seller, all the Shares; and

WHEREAS, prior to the Closing (as defined herein), Sellers and the Bank will effectuate the Excluded Assets and Liabilities Transfer;

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 <u>Definitions</u>. In this Agreement, the following definitions and other terms shall apply:

"Acquisition Proposal" has the meaning set forth in Section 5.21.

"Action" means any civil, criminal, regulatory or administrative action, cause of action, suit, demand, claim, case, litigation, arbitration, inquiry, hearing, dispute, investigation or other proceeding.

"ADRs" has the meaning set forth in Section 5.10(h).

"Adviser Subsidiary" has the meaning set forth in Section 5.3(f).

"Advisory Client" has the meaning set forth in Section 5.3(f).

- "Advisory Contract" has the meaning set forth in Section 5.3(f).
- "Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.
- "Agreement" means this Agreement, as it may be amended and supplemented from time to time in accordance with Section 8.2, including the Sellers' Disclosure Schedule and all Annexes hereto.
- "AML Laws" means (i) the USA Patriot Act of 2001, (ii) the U.S. Money Laundering Control Act of 1986, (iii) the Bank Secrecy Act, (iv) any other anti-money laundering Laws to which the Bank or any Transferred Subsidiary is subject or (v) any other regulation or guidance related to any of the foregoing.
- "Anticorruption Laws" means the U.S. Foreign Corrupt Practices Act of 1977 and all other U.S. federal, state or local and foreign anti-corruption and anti-bribery Laws applicable to the Bank or any Transferred Subsidiary.
 - "Bank" has the meaning set forth in the Recitals.
 - "Bank 401(k) Plan" has the meaning set forth in Section 5.10(g).
 - "Bank Call Report" means each Consolidated Report of Condition and Income publicly filed by the Bank.
- "Bank ERISA Affiliate" means any trade or business, whether or not incorporated, all of which together with Bank would be deemed (at the relevant time) a "single employer" within the meaning of Section 4001 of ERISA.
- "Bank Marks" means the Marks owned by the Bank and the Transferred Subsidiaries immediately after Closing, after giving effect to the transfers contemplated by Section 5.11(a).
 - "Bank Merger" has the meaning set forth in Section 2.8.
 - "Bank Merger Agreement" has the meaning set forth in Section 2.8.
 - "Bank Qualified Plans" has the meaning set forth in Section 3.13(c).
 - "Bank Tax Return" has the meaning set forth in Section 5.9(b).
 - "Bankruptcy and Equity Exception" has the meaning set forth in Section 3.4.
 - "Basket" has the meaning set forth in Section 8.1(b).
- "Benefit Plan" means each employee benefit plan (as defined in Section 3(3) of ERISA), whether or not subject to ERISA, and each equity, bonus or incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance, termination, change in control, retention, employment, welfare, insurance, medical, fringe or other benefit plan, program, agreement, contract, policy, arrangement or remuneration of any kind (each, an "Employee Plan") with respect to which the Bank or any Transferred Subsidiary is a party or has any current or future obligation or liability that are maintained, contributed to or sponsored by the Bank or any Transferred Subsidiary for the benefit of any Business Employee, excluding, in each case, any Multiemployer Plan.

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

"Bonus Plan" has the meaning set forth in Section 5.10(d).

"Business Day" means any day excluding Saturday, Sunday and any day on which banking institutions located in (i) New York, New York, (ii) Tokyo, Japan, or (iii) Minneapolis, Minnesota, are authorized or required by applicable Law or other governmental action to be closed.

"Business Employee" means each current employee, officer, director or natural person who is an independent contractor of the Bank or any Transferred Subsidiary and is set forth on Schedule 1. Schedule 1 sets forth an initial list of Business Employees, which shall be updated following the date hereof in accordance with Section 5.10(e).

"Cap" has the meaning set forth in Section 8.1(b).

"Carveout Financial Statements" has the meaning set forth in Section 5.24(b).

"Cash Consideration" means an amount in U.S. dollars in cash equal to (a) the Purchase Price minus (b) the Stock Consideration Value.

"CECL" means Current Expected Credit Losses, a credit loss accounting standard that was issued by the Financial Accounting Standards Boards on June 16, 2016, pursuant to Accounting Standards Update (ASU) No. 2016, Topic 326.

"Claim Notice" has the meaning set forth in Section 8.1(d).

"Closing" has the meaning set forth in Section 2.2(a).

"Closing Balance Sheet" means a balance sheet of the Bank as of the close of business on the day immediately preceding the Closing Date, using the same methodologies, assumptions, accounting policies, principles, practices and categories used in the preparation of the balance sheet shown in Schedule 2 (including, for the avoidance of doubt, with such balance sheet being calculated (a) on a "going concern" basis, (b) not taking into account any changes in the assets or liabilities of the Bank as a result of purchase accounting or any other accounting adjustments in each case arising as a consequence, in and of themselves, of the Stock Sale, (c) taking into account any changes in the assets or liabilities of the Bank as a result of any accounting adjustments in each case arising as a consequence, in and of themselves, of the Excluded Assets and Liabilities Transfer.) For the avoidance of doubt, the Closing Balance Sheet will reflect the effect of the Excluded Assets and Liabilities Transfer and the effect of the Special Dividend Transaction.

- "Closing Date" means the date on which the Closing occurs.
- "Closing Date Cash Consideration" means an amount in U.S. dollars in cash equal to \$5,500,000,000.
- "Closing TBV" means the amount in dollars equal to the TBV, as of the close of business on the day immediately preceding the Closing Date, as calculated from the Closing Balance Sheet.
 - "Code" means the Internal Revenue Code of 1986.
 - "Collective Bargaining Agreement" has the meaning set forth in Section 3.14(a).
 - "Combined Tax Return" has the meaning set forth in Section 5.9(b).
 - "Common Stock" has the meaning set forth in Section 3.2(a).
 - "Competing Banking Business" has the meaning set forth in Section 5.7(a).
 - "Confidential Information" has the meaning set forth in Section 5.1(b).
- "Confidentiality Agreements" means, collectively, (a) the confidentiality agreement, dated October 18, 2020, between Seller Holdco and Purchaser, as amended on June 21, 2021 and (b) the confidentiality agreement, dated September 10, 2021, between Purchaser and Seller Holdco.
- "Constituent Documents" means the charter documents, bylaws or similar organizational documents of a corporation and comparable organizational documents of any other entity.
- "Contagion Event" means the outbreak or continued presence of contagious disease, epidemic or pandemic (including SARS-CoV-2 or COVID-19, or any evolutions or mutations of thereof, or any other viruses (including influenza)), and the governmental responses thereto.
- "Contagion Event Measures" means any quarantine, "shelter in place", "stay at home", workforce reduction, social distancing, shut down, closure, sequester or other directives, guidelines or recommendations promulgated by any Governmental Authority, including the Centers for Disease Control and Prevention and the World Health Organization, in each case, in connection with or in response to a Contagion Event.
 - "Continuing Employee" has the meaning set forth in Section 5.10(a).
 - "Continuing Employee Retirement Plan" has the meaning set forth in Section 5.10(f).

"Contract" means, with respect to any Person, any agreement, indenture, debt instrument, contract, lease or other binding commitment to which such Person is a party or by which such Person is bound or to which such Person's properties is subject.

"Controlled Affiliate" means, with respect to any Person, any other Person directly or indirectly controlled by such specified Person; provided that, with respect to Seller, any joint ventures between Morgan Stanley or its Affiliates, on the one hand, and Seller Holdco or its Affiliates, on the other hand, shall not be deemed to be a Controlled Affiliate of Seller, nor, for the avoidance of doubt, should Morgan Stanley be deemed an Affiliate of Seller.

"Controlling Party" has the meaning set forth in Section 5.9(g)(iv).

"Covered Continuing Employee" means each employee, officer, director or natural person who is an independent contractor of the commercial banking or real estate industries businesses of the Bank or any Transferred Subsidiary (other than the Excluded Employees) and is set forth on Schedule 1 who continues to remain employed with the Bank and the Transferred Subsidiaries immediately following the Effective Time.

"<u>Dataroom</u>" means the electronic data room established by Sellers for the Transactions at https://services.intralinks.com (a) as populated at 12:01 a.m. New York time on the day immediately preceding the date hereof and (b) such other documents that may be included therein following such time as agreed to by Sellers and Purchaser.

"Deposit Insurance Fund" means the Deposit Insurance Fund administered by the FDIC.

"Derivative Contract" has the meaning set forth in Section 3.10.

"Disclosing Party" has the meaning set forth in Section 5.5.

"EBITDA" means earnings before interest, taxes, depreciation and amortization.

"EDGAR" means the Electronic Data Gathering, Analysis, and Retrieval system of the SEC.

"Effective Federal Funds Rate" means, for any day, the rate per annum (rounded upwards, if necessary, to the nearest 1/100th of 1%) equal to the average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that, if such day is not a Business Day or the Effective Federal Funds Rate is not so published for any day, the Effective Federal Funds Rate for such day shall be such rate on such transactions on the next Business Day as so published on the next succeeding Business Day.

"Effective Time" means 12:01 a.m., New York time, or another time that is agreed to in writing by the parties hereto, on the Closing Date.

"Environmental Laws" means all Laws that: (w) regulate air, water, soil and solid waste management, including the generation, release, containment, storage, handling, transportation, disposition or management of any Hazardous Substance; (x) regulate or prescribe requirements for air, water or soil quality; (y) are intended to protect public health from exposure to any hazardous or toxic substance or to protect the environment; or (z) establish liability for the investigation, removal or cleanup of, or damage caused by, any Hazardous Substance.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"Estimated Closing Balance Sheet" means a balance sheet of the Bank as of the close of business on the Estimated Closing Balance Sheet Date, using the same methodologies, assumptions, accounting policies, principles, practices and categories used in the preparation of the balance sheet shown in Schedule 2 (including, for the avoidance of doubt, with such balance sheet being calculated (a) on a "going concern" basis, (b) not taking into account any changes in the assets or liabilities of the Bank as a result of purchase accounting or any other accounting adjustments in each case arising as a consequence, in and of themselves, of the Stock Sale, and (c) taking into account any changes in the assets or liabilities of the Bank as a result of any accounting adjustments in each case arising as a consequence, in and of themselves, of the Excluded Assets and Liabilities Transfer). The Estimated Closing Balance Sheet will reflect the estimated effect of the Excluded Assets and Liabilities Transfer and the estimated effect of the Special Dividend Transaction (to the extent either such transaction has not yet occurred by the date of the Estimated Closing Balance Sheet) or the effect of such transactions (to the extent they have occurred prior to the date of the Estimated Closing Balance Sheet).

"Estimated Closing Balance Sheet Date" means the last day of the second (2^{nd}) month immediately preceding the month in which the Closing Date occurs.

"Estimated Closing TBV" means the amount in dollars equal to the TBV, as of the Estimated Closing Balance Sheet Date, as calculated from the Estimated Closing Balance Sheet.

"Estimated Purchase Price" means (a) the Estimated Closing TBV <u>plus</u> (b) the Premium <u>minus</u> (c) the Excess Capital Amount, if any.

"Excess Capital" means the amount (if any) by which the Estimated Closing TBV exceeds the Target Closing TBV.

"Excess Capital Amount" has the meaning set forth in Section 5.16.

"Exchange Act" means the Securities Exchange Act of 1934.

"Excluded Assets and Liabilities" has the meaning set forth in Section 5.14(a).

"Excluded Assets and Liabilities Transfer" has the meaning set forth in Section 5.14(a).

"Excluded Customer" means any customer that is (a) a private equity or other fund sponsor and its individual funds and portfolio companies or (b) a Japanese Corporate Customer, in each case that is identified on the list of Excluded Customers to be delivered by Sellers to Purchaser pursuant to Section 5.7(b).

"Excluded Employee" means each current or former employee, officer, director, or natural person independent contractor of Seller and its Affiliates, including the Bank or of any Transferred Subsidiary, who is not a Business Employee.

"Excluded Subsidiaries" means Intrepid Investment Bankers LLC and Union Bank of California Leasing, Inc.

"Excluded Taxes" means (a) any Taxes imposed on Seller (including any Taxes required to be withheld from the payment of the Purchase Price) or any of its Affiliates (other than the Bank and the Transferred Subsidiaries) for any taxable period, (b) any Taxes imposed on the Bank, any Transferred Subsidiary or any Excluded Subsidiary for any Seller Tax Period, determined, with respect to any Straddle Period, in accordance with Section 5.9(a)(iii), (c) any Taxes attributable to or arising from (i) the Excluded Assets and Liabilities Transfer or (ii) any action taken pursuant to Section 5.12, (d) any Taxes attributable to or arising from any breach by Seller of its representations or warranties in Section 3.15 (without giving effect to any limitations as to materiality or "Material Adverse Effect" set forth therein) or its covenants in this Agreement, (e) any liability for Taxes of any Person (other than the Bank or any Transferred Subsidiary) for which the Bank or any Transferred Subsidiary is liable as a result of having been a member of an affiliated, consolidated, combined, unitary or similar group prior to the Closing and any liability for the payment of any Tax as a transferee or successor, by contract or otherwise (in each case, as a result of a transaction or contract entered into prior to the Closing), (f) any Transfer Taxes for which Seller is responsible pursuant to Section 5.9(d), (g) any payroll, social security, unemployment or similar Taxes deferred by the Bank or the Transferred Subsidiaries pursuant to, or in connection with, the CARES Act, IRS Notice 2020-65, or any other state, federal or local law, notice or executive order providing similar relief in connection with COVID-19, and (h) reasonable costs and expenses (including attorneys' and other advisors' fees) related to any item described in clauses (a) through (g); provided that, notwithstanding anything to the contrary herein, any (x) Taxes attributable to a Purchaser Tax Period are not Excluded Taxes (except for (1) Taxes described in clause (a) of this definition and (2) any breach by Seller of its representations or warranties in Section 3.15(f), 3.15(g), or 3.15(l) and (y) no Taxes shall be considered Excluded Taxes to the extent any current liability for such Taxes is reflected in the Closing TBV, such Taxes have been taken into account for purposes of adjusting the Purchase Price pursuant to Section 2.3, or payment has been made pursuant to Section 5.9(e).

"Extension of Credit" has the meaning set forth in Section 3.19(a).

"FDIC" means the Federal Deposit Insurance Corporation.

"FDIC Approval" has the meaning set forth in Schedule 3.

"Federal Reserve" means the Board of Governors of the Federal Reserve System.

"Federal Reserve Approval" has the meaning set forth in Schedule 3.

"FFIEC" means the Federal Financial Institution Examination Council.

"Financial Statements" has the meaning set forth in Section 3.6(a).

"Forfeited Seller Award" has the meaning set forth in Section 5.10(h).

"GAAP" means generally accepted accounting principles in the United States.

"Government Order" means any administrative decision or award, decree, injunction, judgment, order, quasi-judicial decision or award, ruling or writ of any arbitrator, mediator, tribunal, administrative agency or Governmental Authority.

"Government Shutdown" means any shutdown or material limiting of certain U.S. or foreign federal, state or local government services.

"Governmental Authority" means any Japanese, other non-U.S., or U.S. federal, state, county, city or local legislative, administrative, self-regulatory or regulatory authority, agency, court, tribunal or judicial or arbitral body or other governmental or quasi-governmental entity with competent jurisdiction, including any supranational body.

"Hazardous Substance" means: (i) those substances defined in or regulated under the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Safe Drinking Water Act, the Atomic Energy Act, the Federal Insecticide, Fungicide, and Rodenticide Act and the Clean Air Act, and their state counterparts, as each may be amended from time to time, and all regulations thereunder; (ii) petroleum and petroleum products, including crude oil and any fractions thereof; (iii) natural gas, synthetic gas, and any mixtures thereof; (iv) polychlorinated biphenyls, asbestos and radon; and (v) any substance, material or waste regulated by any Governmental Authority pursuant to any Environmental Law.

"<u>Highmark Registrations</u>" means the Australian Reg. No. 786669 for "HIGHMARK", the European Community Reg. No. 1087329 for "HIGHMARK", the Switzerland Reg. No. 1690/1999 for "HIGHMARK", and the United Kingdom Reg. No. 2190083 for "HIGHMARK".

"Indemnified Party" has the meaning set forth in Section 8.1(d).

"Indemnifying Party" has the meaning set forth in Section 8.1(d).

"Intellectual Property" means any intellectual property rights, including any of the following, whether or not Registered, and all rights therein, arising in the U.S. or any other jurisdiction throughout the world: (i) trademarks, service marks, Internet domain names, logos, brand names, common law trademark rights, trade dress and trade names and other indicia of origin, registrations and applications for registration of the foregoing, and the goodwill associated therewith and symbolized thereby (collectively, "Marks"), (ii) patents and patent applications and all divisions, continuations, continuations-in-part, reissues, reexaminations, and any extensions thereof, (iii) rights in confidential and proprietary information, including trade secrets and knowhow and (iv) copyrights (including rights in works of authorship including all computer software (in object code and source code)), registrations and applications for registration of the foregoing, and all renewals, extensions, reversions and restorations thereof.

"Intercompany Payables" means all account, note or loan payables and all advances (cash or otherwise) or any other extensions of credit that are payable by Seller or any of its Affiliates (other than the Bank or the Transferred Subsidiaries) to the Bank or the Transferred Subsidiaries.

"Intercompany Receivables" means all account, note or loan payables and all advances (cash or otherwise) or any other extensions of credit that are receivable by Seller or any of its Affiliates (other than the Bank or the Transferred Subsidiaries) from the Bank or the Transferred Subsidiaries.

"IRS" means the Internal Revenue Service.

"IT Assets" means any and all computers, software, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines and all other information technology equipment, and all associated documentation (excluding any public networks).

"<u>Japanese Corporate Business</u>" means any business of Sellers and their Controlled Affiliates servicing the needs of any Japanese Corporate Customer or of any Person that is directly or indirectly controlled by any Japanese Corporate Customer.

"<u>Japanese Corporate Customer</u>" means any corporation, company, partnership, association, trust, unincorporated organization or any other form of business operations (including branches or other establishment) incorporated or formed in Japan.

"JFSA" means the Japanese Financial Services Agency.

"JFSA Approval" has the meaning set forth in Schedule 3.

"Knowledge" means, as of any date, with respect to Sellers, the actual knowledge as of such date of any of the officers of the Sellers or the Bank listed on Section 1.1(a) of Sellers' Disclosure Schedule.

"Law" means any foreign, federal, state or local law (including common law), statute, code, ordinance, rule, regulation, order, award, writ, decree, directive or injunction issued, promulgated or entered into by or with any Governmental Authority.

"Lien" means any charge, mortgage, pledge, security interest, restriction, claim, lien or other similar encumbrance.

"Loan Data File" has the meaning set forth in Section 3.19(d).

"Lock-up Period" has the meaning set forth in Section 2.9.

"Losses" means any damages, losses, payments, judgments, out-of-pocket costs and expenses (including reasonable and documented legal fees), liabilities, obligations, Taxes, interests, awards and penalties, including as a result of Actions.

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

"Material Adverse Effect" means any change, effect, event or occurrence that, individually or in the aggregate, (i) has been or would reasonably be expected to be materially adverse to the business, financial condition, or the results of operations of the Bank and its Transferred Subsidiaries, taken as a whole, or (ii) prevents or materially impairs the consummation of the Transactions; provided that none of the following (or the results thereof), either alone or in combination, shall constitute or contribute to a Material Adverse Effect under clause (i): (a) any change in GAAP or regulatory accounting requirements, or any adoption, proposal, implementation or change in Law (including any Law in respect of Taxes, and Laws newly enacted for, relating to or arising out of efforts to implement Contagion Event Measures and address the spread of any Contagion Event) or any interpretation thereof by any Governmental Authority; (b) changes, events, conditions or trends in economic, business, credit or financial conditions generally affecting the banking and financial sector specifically, and changes in the capital or credit markets, including any downgrades in the credit markets, or adverse credit events resulting in deterioration in the credit markets generally (including any such change resulting from or arising out of a Contagion Event); (c) any change in global or national political conditions (including as result of the outbreak of war, acts of terrorism or a Contagion Event); (d) changes as the result of other international, national, or regional calamity or global health conditions, including any Contagion Event (and the related Contagion Event Measures), any Government Shutdown, any declaration of martial law or similar directive, guidance, policy or guidance or other action by any Governmental Authority; (e) any change generally affecting the U.S. financial services industry and not specifically relating to the Bank and its Transferred Subsidiaries; (f) any change resulting from or arising out of hurricanes, earthquakes, floods, or other natural disasters; (g) the execution, announcement or performance of this Agreement or consummation of the Transactions (it being understood and agreed that this clause (g) shall not apply with respect to any representation or warranty that is intended to address the consequences of the execution, announcement or performance of this Agreement or consummation of the Transactions); (h) the failure, in and of itself, of the Bank to meet any internal projections, forecasts or estimates of performance, revenues or earnings (it being understood and agreed that this clause (h) shall not preclude Purchaser from asserting that any facts or occurrences giving rise to or contributing to such failure that are not otherwise excluded from the definition of Material Adverse Effect should be deemed to constitute, or be taken into account in determining whether there has been a Material Adverse Effect); (i) any actions (or the effects of any action) taken (or omitted to be taken) upon the written request or instruction of, or with the written consent of, Purchaser or one of its Affiliates; or (j) any action (or the effects of any action) taken (or omitted to be taken) by the Sellers or any of their respective Subsidiaries as expressly required pursuant to this Agreement, except in the case of each of clauses (a) through and including (f), to the extent that any such event, circumstance, development, change, occurrence or effect has a disproportionate adverse effect on the Bank and its Transferred Subsidiaries, taken as a whole, relative to the adverse effect such event, circumstance, development, change, occurrence or effect has on other companies operating in the industries in which the Bank or any Transferred Subsidiary materially engages; it being agreed, for purposes of this Agreement, that the COVID-19 pandemic has not, as of the date of this Agreement, had such a disproportionate adverse effect on the Bank and its Transferred Subsidiaries, taken as a whole.

- "Material Contract" has the meaning set forth in Section 3.7(a).
- "Maximum Closing TBV" means \$11,250,000,000.
- "Multiemployer Plan" means each "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA.
- "Multiple Employer Plan" has the meaning set forth in Section 3.13(d).
- "New Plans" has the meaning set forth in Section 5.10(b).
- "Non-Compete Term" shall have the meaning set forth in Section 5.7(a).
- "Non-Controlling Party" has the meaning set forth in Section 5.9(g)(iv).
- "NYSE" means the New York Stock Exchange.
- "OCC" means the Office of the Comptroller of the Currency.
- "OCC Approval" has the meaning set forth in Schedule 3.
- "Outside Date" means September 30, 2022, as such date may be adjusted in accordance with Section 7.1(c).
- "P&A Agreement" has the meaning set forth in Section 5.14(a).
- "PBGC" has the meaning set forth in Section 3.13(e).
- "Permits" has the meaning set forth in Section 3.9(a)(i).

"Permitted Liens" means, with respect to the Bank and the Transferred Subsidiaries, (a) mechanics', materialmen's, warehousemen's, carriers', workers', landlord's or repairmen's liens or other similar common law or statutory Liens arising or incurred in the ordinary course of business and, in each case, with respect to which adequate reserves have been established, to the extent required by, and in such case in accordance with, GAAP and/or requirements under applicable Law (including applicable regulatory accounting principles) and set forth in the Bank Call Reports filed prior to the date hereof; (b) liens for Taxes, assessments and other governmental charges not yet due and payable or being contested in good faith by appropriate proceedings and for which adequate reserves have been established, to the extent required by, and in such case in accordance with, GAAP and/or requirements under applicable Law (including applicable regulatory accounting principles) and set forth in the Bank Call Reports filed prior to the date hereof, (c) licenses and other similar rights under Intellectual Property; (d) exceptions (including easements, covenants, rights of way, restrictions or other similar charges), gaps or other imperfections or defects or irregularities in the chain of title or other Liens that are readily apparent from the records of the applicable Governmental Authority registries and which were incurred in the ordinary course of business that do not, in any case, materially detract from the value or the use of the property subject thereto; (e) Liens against real estate that would be shown by a current title policy, title report or other similar report or listing or implied by law and which were incurred in the ordinary course of business that do not, in any case, materially detract from the value or the use of the property subject thereto; (f) pledges incurred or deposits made in connection with workman's compensation, unemployment insurance and other similar types of social security programs or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return of money bonds and obligations, in each case in the ordinary course of business; (g) limitations on the transfer of securities arising under Securities Laws that do not materially detract from the value or the use of such securities; (h) Liens reflected on or specifically reserved against or otherwise disclosed in the consolidated balance sheets included in the Bank Call Reports filed prior to the date hereof; (i) any Liens that will be terminated at or prior to Closing in accordance with this Agreement; and (j) Liens that are not material to the Bank and the Transferred Subsidiaries, taken as a whole.

- "<u>Person</u>" means any individual, bank, savings association, corporation, partnership, limited liability company, association, joint stock company, business trust or unincorporated organization.
 - "Personal Information" means all information that can be used to identify an individual person or household.
 - "Pre-Closing Portion" has the meaning set forth in Section 5.10(d)(ii).
 - "Premium" means \$1,750,000,000.
- "<u>Privacy Laws</u>" means all applicable Laws relating to the privacy and data security of Personal Information, including with respect to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security, disposal, destruction, disclosure or transfer of Personal Information.
 - "Purchase" has the meaning set forth in the Recitals.
 - "Purchase Price" means (a) the Closing TBV plus (b) the Premium minus (c) the Excess Capital Amount, if any.
 - "Purchaser" has the meaning set forth in the Preamble.
 - "Purchaser 401(k) Plan" has the meaning set forth in Section 5.10(g).
- "<u>Purchaser Bank</u>" means U.S. Bank National Association, a national banking association and a wholly owned Subsidiary of Purchaser.
 - "Purchaser Capital Stock" has the meaning set forth in Section 4.2.
 - "Purchaser Common Stock" has the meaning set forth in Section 4.2.
 - "Purchaser Financial Statements" has the meaning set forth in Section 4.5(a).
 - "Purchaser Indemnified Party" has the meaning set forth in Section 8.1(b).

"<u>Purchaser Indemnified Taxes</u>" means any Taxes imposed on the Bank or the Transferred Subsidiaries for any Purchaser Tax Period, other than any Excluded Taxes.

"Purchaser Material Adverse Effect" means any change, effect, event or occurrence that, individually or in the aggregate, (i) has been or would reasonably be expected to be materially adverse to the business, financial condition, or the results of operations of the Purchaser and its Subsidiaries, taken as a whole, or (ii) prevents or materially impairs the consummation of the Transactions; provided that none of the following (or the results thereof), either alone or in combination, shall constitute or contribute to a Purchaser Material Adverse Effect under clause (i): (a) any change in GAAP or regulatory accounting requirements, or any adoption, proposal, implementation or change in Law (including any Law in respect of Taxes, and Laws newly enacted for, relating to or arising out of efforts to implement Contagion Event Measures and address the spread of any Contagion Event) or any interpretation thereof by any Governmental Authority; (b) changes, events, conditions or trends in economic, business, credit or financial conditions generally affecting the banking and financial sector specifically, and changes in the capital or credit markets, including any downgrades in the credit markets, or adverse credit events resulting in deterioration in the credit markets generally (including any such change resulting from or arising out of a Contagion Event); (c) any change in global or national political conditions (including as result of the outbreak of war, acts of terrorism or a Contagion Event); (d) changes as the result of other international, national, or regional calamity or global health conditions, including any Contagion Event (and the related Contagion Event Measures), any Government Shutdown, any declaration of martial law or similar directive, guidance, policy or guidance or other action by any Governmental Authority; (e) any change generally affecting the U.S. financial services industry and not specifically relating to the Purchaser or its Subsidiaries; (f) any change resulting from or arising out of hurricanes, earthquakes, floods, or other natural disasters; (g) the execution, announcement or performance of this Agreement or consummation of the Transactions (it being understood and agreed that this clause (g) shall not apply with respect to any representation or warranty that is intended to address the consequences of the execution, announcement or performance of this Agreement or consummation of the Transactions); (h) the failure, in and of itself, of the Purchaser to meet any internal or public projections, forecasts or estimates of performance, revenues or earnings (it being understood and agreed that this clause (h) shall not preclude Seller from asserting that any facts or occurrences giving rise to or contributing to such failure that are not otherwise excluded from the definition of Material Adverse Effect should be deemed to constitute, or be taken into account in determining whether there has been a Material Adverse Effect); (i) any actions (or the effects of any action) taken (or omitted to be taken) upon the written request or instruction of, or with the written consent of, Seller or one of its Affiliates; or (j) any action (or the effects of any action) taken (or omitted to be taken) by the Purchaser or any of its Subsidiaries as expressly required pursuant to this Agreement, except in the case of each of clauses (a) through and including (f), to the extent that any such event, circumstance, development, change, occurrence or effect has a disproportionate adverse effect on the Purchaser and its Subsidiaries, taken as a whole, relative to the adverse effect such event, circumstance, development, change, occurrence or effect has on other companies operating in the industries in which the Purchaser or any of its Subsidiaries materially engages; it being agreed, for purposes of this Agreement, that the COVID-19 pandemic has not, as of the date of this Agreement, had such a disproportionate adverse effect on the Purchaser and its Subsidiaries, taken as a whole.

"Purchaser Preferred Stock" has the meaning set forth in Section 4.2.

"<u>Purchaser SEC Reports</u>" means the forms, statements, certifications, reports and documents publicly filed with or furnished to the SEC by the Purchaser, pursuant to the Exchange Act or the Securities Act, including any amendments thereto and those that may be filed or furnished subsequent to the date of this Agreement (excluding, in each case, any disclosures set forth in any risk factor section or in any other section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature).

"<u>Purchaser Tax Period</u>" means any taxable period beginning after the Closing Date and, with respect to a Straddle Period, the portion of such taxable period beginning after the Closing Date.

"Purchaser Tax Return" has the meaning set forth in Section 5.9(b).

"Purchaser's Fundamental Warranties" means those representations and warranties set forth in Section 4.1 (Organization, Standing and Authority), Section 4.2 (Capital Structure), Section 4.3 (Corporate Authorization and Binding Effect), Section 4.4 (Regulatory Filings; No Defaults), Section 4.9 (Availability of Funds) and Section 4.10 (Investment) and, solely for purposes of Section 8.1, Section 4.8 (No Brokers).

"Real Property" has the meaning set forth in Section 3.8(b).

"Receiving Party" has the meaning set forth in Section 5.5.

"Registered" means issued by, registered with, renewed by or the subject of a pending application before any Governmental Authority or internet domain name registrar.

"Registration Rights Agreement" has the meaning set forth in Section 5.22.

"Related Party Contracts" means any Contract by the Bank or any Transferred Subsidiary with either Seller or any of its Affiliates (other than the Bank or any Transferred Subsidiary).

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal or leaching of any Hazardous Substance into the environment.

"Replacement Award" has the meaning set forth in Section 5.10(h).

"Reports" has the meaning set forth in Section 3.9(a)(iv).

"Representatives" means, with respect to any Person, such Person's, or such Person's Subsidiaries', directors, officers, employees, accountants, investment bankers, agents, attorneys and other advisors or representatives (including the employees or attorneys thereof).

"Requisite Regulatory Approvals" has the meaning set forth in Section 5.3(a).

"Restricted Banking Business" means any FDIC-insured branch-based or other retail banking, consumer lending or similar business (including any of the business/small business banking, wealth management and mass affluent/mass market businesses currently conducted by the Bank and the Transferred Subsidiaries); provided that, for the avoidance of doubt, "Restricted Banking Business" shall not include any Japanese Corporate Business.

"Restricted Customer" means any customer of the commercial banking, real estate industries, business/small business banking, wealth management and consumer lending businesses currently conducted by the Bank and its Subsidiaries and in each case who shall be identified on the list of Restricted Customer to be delivered by Sellers to Purchaser prior to the Closing Date pursuant to Section 5.7(b) (for the avoidance of doubt, an Excluded Customer shall not constitute a "Restricted Customer" and shall not be listed on the list of Restricted Customers).

"Restricted Territory" means the United States.

"Retained Shared IP" means all Intellectual Property (excluding all Marks and Shared Software) owned by the Sellers or any of their Affiliates immediately following the Closing that is used in or necessary for the conduct of the Bank's and the Transferred Subsidiaries' respective businesses as of the Closing Date.

"Reverse Transitional Services Agreement" has the meaning set forth in Section 5.22.

"Rights" means, with respect to any Person, securities or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, or any warrants, options, restricted shares, performance shares, restricted share units, performance share units, phantom equity, calls or commitments relating to, or any stock or equity appreciation right or other equity or equity-based awards or other instrument the value of which is determined in whole or in part by reference to the market price, book or other value of, shares of capital stock, units or other equity interests of such Person or any of such Person's Subsidiaries.

"Sanctions" shall mean economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by U.S. Governmental Authorities (including, but not limited to, the U.S. Office of Foreign Assets Control, the U.S. Department of State and the U.S. Department of Commerce), the United Nations Security Council, the E.U. or other applicable Governmental Authority.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933.

"Securities Laws" means the Securities Act, the Exchange Act and any applicable securities Laws of any state.

"Seller" has the meaning set forth in the Preamble.

"Seller Bank" means MUFG Bank, Ltd.

"Seller Benefit Plan" means each Employee Plan with respect to which the Sellers or any of their respective Subsidiaries (other than the Bank or the Transferred Subsidiaries) maintains, or sponsors, in each case, for the benefit of any Business Employee, excluding, in each case, any Multiemployer Plan.

"Seller Holdco" has the meaning set forth in the Preamble.

"Seller Indemnified Party" has the meaning set forth in Section 8.1(c).

"Seller Marks" has the meaning set forth in Section 5.11(a).

"Seller Tax Period" means any taxable period ending on or before the Closing Date and, with respect to a Straddle Period, the portion of such taxable period ending on and including the Closing Date.

"Seller Tax Return" has the meaning set forth in Section 5.9(b).

"Sellers' Disclosure Schedule" has the meaning set forth in ARTICLE 3.

"Sellers' Fundamental Warranties" means, with respect to the representations and warranties set forth in Section 3.1 (Organization, Standing and Authority), Section 3.2 (Capital Structure) (other than the last sentence of Section 3.2(a)), Section 3.3 (Subsidiary Equity Holdings) and Section 3.4 (Corporate Authorization and Binding Effect) and, solely for purposes of Section 8.1, Section 3.12 (No Brokers).

"Shared Software" means all software, firmware and middleware (in each case, in object code and source code) owned by the Bank or any of the Transferred Subsidiaries and used in the businesses of the Seller and its Affiliates (other than the Bank and the Transferred Subsidiaries, but including (i) the businesses conducted by the Bank and the Subsidiaries described in Schedule 4 attached hereto, and (ii) the Excluded Assets and Liabilities).

"Shares" has the meaning set forth in the Recitals.

"Special Dividend Amount" means an amount equal to the maximum amount approved by the OCC for the declaration and payment of a dividend by the Bank or any other return of, or reduction in, the Bank's capital in connection with the consummation of the Transactions; provided that (a) the Special Dividend Transaction shall not result in the Estimated Closing TBV being more than the Maximum Closing TBV and (b) if the Special Dividend Transaction would result in the Estimated Closing TBV being less than the Target Closing TBV, then the Special Dividend Amount shall be reduced to an amount so that the Special Dividend Transaction would result in the Estimated Closing TBV being equal to the Target Closing TBV.

"Special Dividend Approval" has the meaning set forth in Schedule 3.

"Special Dividend Transaction" has the meaning set forth in Section 5.15.

"Stock Consideration" means 44,374,155 shares of Purchaser Common Stock, free and clear of any Lien (other than restrictions on transfer which arise under applicable Securities Laws, this Agreement or the other Transaction Documents).

"Stock Consideration Value" means \$2,500,000,000.

"Stock Sale" has the meaning set forth in Section 2.1.

"Straddle Period" means a taxable period that begins on or before the Closing Date and ends after the Closing Date.

"Subsidiary" means, with respect to any Person, any corporation, company (including any limited liability company), association, partnership, joint venture or other business entity of which a majority of the total voting power of the voting stock is at the time owned or controlled, directly or indirectly.

"Subsidiary Shares" has the meaning set forth in Section 3.3.

"<u>Target Closing TBV</u>" means \$6,250,000,000.

"Tax" and "Taxes" mean all federal, state, local and foreign taxes, however denominated (including income, gross receipts, windfall profits, severance, property, production, sales, use, license, excise, franchise, employment or withholding taxes), together with any interest, penalties and additions imposed by any Taxing Authority with respect to taxes.

"<u>Tax Proceeding</u>" means any inquiry, claim, audit, action, suit, proceeding, examination, contest, litigation or investigation by any Governmental Authority in respect of Taxes.

"<u>Tax Returns</u>" means all federal, state, local and foreign returns, declarations, claims for refund and information reports, statements, schedules or attachments thereto filed or required to be filed with respect to any Tax, and any amendment thereof.

"<u>Taxing Authority</u>" means any Governmental Authority having or purporting to exercise jurisdiction with respect to any Tax.

"TBV" means, as of any specified date, the tangible book value of the Bank calculated from the corresponding balance sheet of the Bank as of such specified date. For purposes of this definition, the tangible book value of the Bank will be calculated using the same methodologies, assumptions, accounting policies, principles, practices and categories used in calculating the tangible book value of the Bank as set forth in Schedule 2. Notwithstanding anything to the contrary, TBV shall not include any Tax refunds, Tax attributes relating to net operating loss carryforwards or Tax credits (and, for the avoidance of doubt, any reserves related thereto and any corresponding items which are derivative of such items, such as adjustments to deferred Tax assets due to federal benefits associated with state items).

"Third Party" has the meaning set forth in Section 8.1(d).

"Third Party Claim" has the meaning set forth in Section 8.1(e).

"Third Party Consents" shall mean all material consents, approvals, waivers, registrations, permits, authorizations, notices or filings required to be obtained by Seller or its Affiliates, or to be given by Seller or its Affiliates to, or made by Seller or its Affiliates with, any third party other than a Governmental Authority, in connection with the execution, delivery and performance by Sellers of the Transaction Documents and the consummation of the Transactions, including to permit the continuation of any Material Contracts with the Bank or the Transferred Subsidiaries following the Closing.

"<u>Transaction Documents</u>" means this Agreement, the P&A Agreement, the Transitional Services Agreement, Reverse Transitional Services Agreement, and the Registration Rights Agreement.

"Transaction Expenses" means, without duplication, (a) to the extent incurred prior to the Closing Date in connection with the negotiation, execution or delivery of this Agreement or any other Transaction Documents or consummation of the Transactions, the out-of-pocket fees and expenses incurred by, or on behalf of, and paid or to be paid, directly by the Bank or the Transferred Subsidiaries, including to any Person that any of the Bank or the Transferred Subsidiaries prior to the Closing agrees to pay or reimburse, or is otherwise legally obligated to pay or reimburse in connection with the foregoing, including (i) all fees and expenses of counsel, advisors, consultants, investment bankers, accountants, auditors and any other experts and (ii) all brokers', finders' or similar fees and (b) all transaction-related bonuses, stay bonuses, sale bonuses, change in control payments, retention bonuses, severance or termination payments or any similar payments paid or payable by the Bank or the Transferred Subsidiaries in connection with or resulting from the Transactions ((x) excluding any such severance payments or similar obligations or benefits (A) accrued or payable before the Closing as a result of any requests by Purchaser or its Affiliates or (B) that become accrued or payable following the Closing but (y) notwithstanding the foregoing clause (x), Transaction Expenses shall include any obligations or benefits under the arrangements set forth under the heading "Transaction Expenses" in Section 1.1 of Sellers' Disclosure Schedule to the extent the applicable individual is a Business Employee), together with all employer-side employment Taxes or similar obligations (without regard to any ability to defer any such Taxes) paid or payable with respect to any of the foregoing amounts in this clause (b). For the avoidance of doubt, all fees and expenses of Seller and its Affiliates (other than the Bank or the Transferred Subsidiaries) will be borne separately by Seller pursuant to Section 8.10 hereof and shall not under any circumstances constitute Transaction Expenses.

"<u>Transactions</u>" means the transactions contemplated by and provided for in this Agreement and the other Transaction Documents (including the Excluded Assets and Liabilities Transfer, the Special Dividend Transaction, the Stock Sale and the Bank Merger).

"Transfer" has the meaning set forth in the Recitals.

"Transfer Taxes" means all U.S. federal, state and local sales, use, value added, transfer (including real property transfer), stamp, documentary, filing, recordation and other similar taxes and fees that may be imposed or assessed on the Transfer and Purchase of the Shares pursuant to this Agreement, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties. For the avoidance of doubt, Transfer Taxes shall not include any Taxes (i) measured, in whole or in part, by reference to income or gain, or (ii) imposed by any jurisdiction in which Seller is organized or resident for Tax purposes.

"Transferred Shared IP" means all Intellectual Property (excluding any Mark) owned by the Bank or any Transferred Subsidiary immediately following the Closing that is used in or necessary for the conduct of the business of the Sellers or its Affiliates (other than the Bank or any Transferred Subsidiary) as of the Closing Date.

"<u>Transferred Subsidiary</u>" means each Subsidiary of the Bank set forth on Section <u>3.1(a)</u> of the Sellers' Disclosure Schedule.

"<u>Transition Period</u>" means the period beginning on the Closing Date and ending twelve (12) months thereafter, as may be extended by the mutual written agreement of the Parties.

"Transition Plan" has the meaning set forth in Section 5.26.

"Transition Representative" has the meaning set forth in Section 5.26.

"Transitional Services Agreement" has the meaning set forth in Section 5.22.

"Treasury Regulations" means the regulations promulgated under the Code by the U.S. Department of Treasury.

"WARN" means the Worker Adjustment and Retraining Notification Act and any comparable foreign, state or local

Section 1.2 <u>Interpretation and Construction</u>.

law.

- (a) Unless the context otherwise requires, references herein to:
- (i) specific Articles, Sections, Exhibits or Schedules refer, respectively, to Articles, Sections, Exhibits or Schedules of this Agreement;
- (ii) any statute or regulation refer to such statute or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under the statute) and references to any Section of any statute or regulation include any successor to such Section;
- (iii) any Contract (including this Agreement) or Constituent Document refer to the Contract or Constituent Document as amended, modified, supplemented or replaced from time to time;
- (iv) the term "ordinary course of business", with respect to any party, means ordinary course of business taking into account the commercially reasonable actions taken by such party and its Affiliates in response to the Contagion Event and Contagion Event Measures;

- (v) any Governmental Authority include any successor to such Governmental Authority;
- (vi) the words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;
 - (vii) the terms "Dollars" and "\$" mean the lawful currency of the United States;
- (viii) the words "include," "includes," or "including" shall be deemed to be followed by the words "without limitation";
- (ix) the term "made available" means any document or other information that was (i) provided by one party or its representatives to the other party and its representatives prior to the execution and delivery of this Agreement, (ii) included in the virtual data room of a party prior to the execution and delivery of this Agreement, (iii) filed or furnished by a party with the SEC and publicly available on EDGAR prior to the execution and delivery of this Agreement, or (iv) filed by the Bank and publicly available on the FFIEC Central Data Repository's Public Data Distribution website prior to the execution and delivery of this Agreement;
- (x) the word "control" means "control" for purposes of the BHC Act and the Federal Reserve's regulations and formal written guidance thereunder; and the terms " $\underline{\text{controlling}}$ " and " $\underline{\text{controlled}}$ " have correlative meanings to the foregoing; and
 - (xi) the word "day" means a calendar day.
- (b) The table of contents and headings contained in this Agreement are for reference purposes only and do not limit or otherwise affect any of the provisions of this Agreement.
- (c) The parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or a question of intent or interpretation, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.
- (d) No representation, warranty, covenant or other agreement or provision contained in this Agreement shall be deemed to contemplate or require the disclosure of "confidential supervisory information," as such term is defined in the regulations of any applicable Governmental Authority.

(e) Notwithstanding anything to the contrary contained herein, no covenant or other provision hereof shall be construed as enabling Purchaser to exercise control over the Bank or the Transferred Subsidiaries prior to the Closing.

ARTICLE 2 THE TRANSACTION

Section 2.1 <u>Purchase and Sale</u>. On the terms and subject to the conditions set forth herein, at the Closing, (a) Seller shall Transfer, or cause to be Transferred, to Purchaser and Purchaser shall Purchase from Seller, free and clear of any Liens (other than restrictions on transfer which arise under applicable Securities Laws), the Shares (the "<u>Stock Sale</u>") and (b) Purchaser shall, in consideration of the Stock Sale, pay to Seller (or any Affiliate of Seller designated by Seller in writing) the Purchase Price in the manner and in the form set forth herein.

Section 2.2 <u>The Closing; Closing Deliverables.</u>

- (a) The closing of the Stock Sale (the "<u>Closing</u>") shall occur at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004 at 10:00 a.m., New York City time, or remotely via electronic exchange of documents and signatures on (i) the first (1st) day of the month immediately following the month in which each of the conditions set forth in <u>ARTICLE 6</u> (other than those conditions that by their nature are to be satisfied at the Closing but subject to the fulfillment or waiver of those conditions) have been satisfied or waived in accordance with this Agreement, or (ii) at such other time and place as the parties hereto may mutually agree. The Closing shall be deemed effective as of the Effective Time.
 - (b) At the Closing, Purchaser shall deliver to Seller the following:
 - (i) the Closing Date Cash Consideration, by wire transfer of immediately available funds, to one or more accounts which have been designated by Seller in writing at least three (3) Business Days prior to the Closing Date;
 - (ii) stock certificates, or if (at Purchaser's election) the applicable shares are uncertificated, other appropriate evidence of ownership reasonably acceptable to Seller, representing a number of duly authorized and validly issued shares of Purchaser Common Stock equal to the Stock Consideration, in each case registered in the name of Seller, unless Seller designates some or all of such shares be registered in one or more names of one or more Affiliates of Seller by written notice no later than ten (10) Business Days prior to the Closing Date;
 - (iii) a written opinion of counsel with respect to the validity and due authorization of the shares of Purchaser Common Stock comprising the Stock Consideration and other customary matters with respect to the due incorporation and valid existence of Purchaser and such shares being legally issued, fully paid and non-assessable;
 - (iv) duly executed counterparts of the Transitional Services Agreement, Reverse Transitional Services Agreement, and Registration Rights Agreement;

- (v) the certificate to be delivered pursuant to <u>Section 6.3(d)</u>; and
- (vi) all such other documents, Contracts, certificates, instruments and records as may be reasonably necessary to consummate or effectuate the Transactions.
 - (c) At the Closing, Seller shall deliver, or cause to be delivered, to Purchaser the following:
- (i) subject to the receipt by Seller or its designated Affiliates of the Closing Date Cash Consideration and Stock Consideration in accordance with Section 2.2(b), a receipt confirming that Seller or its designated Affiliate(s) has received payment of the Closing Date Cash Consideration and the Stock Consideration;
- (ii) certificates or, if uncertificated, other evidence of ownership, representing the Shares, registered in the name of Purchaser;
- (iii) a certificate of an authorized officer of Seller certifying the completion of the Excluded Assets and Liabilities Transfer and the Special Dividend Transaction;
- (iv) a duly executed IRS Form W-9 or "certificate of non-foreign status" of Seller, issued in accordance with Treasury Regulations Section 1.1445-2(b)(2);
- (v) duly executed counterparts of the Transitional Services Agreement, Reverse Transitional Services Agreement, and Registration Rights Agreement;
 - (vi) the certificate to be delivered pursuant to <u>Section 6.2(d)</u>; and
- (vii) all such other documents, Contracts, certificates, instruments and records as may be reasonably necessary to consummate or effectuate the Transactions.

Section 2.3 Purchase Price Adjustment.

(a) Not fewer than five (5) Business Days prior to the Closing Date, Seller shall deliver to Purchaser (1) the Estimated Closing Balance Sheet and (2) Seller's resulting calculation of the Estimated Closing TBV, in each case accompanied by reasonably detailed calculations thereof. Prior to the Closing, Seller shall cooperate in good faith to answer questions and provide reasonable supporting documentation that may be reasonably requested by Purchaser in connection with its review of the Estimated Closing Balance Sheet; <u>provided</u>, that, if Seller and Purchaser are unable to agree as to any item set forth on the Estimated Closing Balance Sheet prior to the Closing, the amounts set forth in the Estimated Closing Balance Sheet provided by Seller (as modified to include any changes agreed to by Seller and Purchaser prior to the Closing) shall be binding for purposes of this <u>Section 2.3(a)</u>. Following the Closing, any disputes relating to the Estimated Closing Balance Sheet, and the calculation of the Estimated Closing TBV set forth therein, shall be resolved in accordance with the remainder of this <u>Section 2.3</u>.

- As soon as practicable, but in no event (i) more than the later of (x) ninety (90) days following the Closing Date and (y) ninety (90) days following the receipt by the Bank of the Excluded Assets and Liabilities Closing Balance Sheet under the P&A Agreement from Seller Bank, and (ii) no earlier than the receipt by the Bank of the Excluded Assets and Liabilities Closing Balance Sheet under the P&A Agreement from Seller Bank, Purchaser shall prepare and deliver to Seller (1) the Closing Balance Sheet and (2) Purchaser's resulting calculation of the Closing TBV, in each case accompanied by reasonably detailed calculations thereof, detailed explanations of any changes or deviations from the Estimated Closing Balance Sheet and a reconciliation of any changes in the amount of the Closing TBV from the amount of the Estimated Closing TBV. Purchaser's Closing Balance Sheet and Purchaser's resulting calculation of the Closing TBV shall be consistent with the Bank's determination of the Excluded Assets and Liabilities Closing Balance Sheet pursuant to the P&A Agreement, unless there is an unresolved disagreement with respect thereto that is submitted to a nationally recognized independent accounting firm selected in accordance with the terms of the P&A Agreement, in which case the disagreement shall be resolved under the P&A Agreement through a process that parallels the process outlined in Section 2.3(c) of this Agreement and shall be resolved prior to the Closing Balance Sheet (and the corresponding calculation of Closing TBV) shall become final and binding on the parties. In connection with Seller's review of the foregoing, Purchaser shall, and shall cause its Affiliates to, afford Seller and its accountants and attorneys reasonable access to all work papers and documentation used in connection with, and to any of Purchaser's employees and accountants involved in, the preparation of the items described in (1) and (2) above (subject to execution of customary access letters).
- Except as otherwise expressly provided herein, the determination of the Closing Balance Sheet (and the corresponding calculation of Closing TBV) will be final and binding on the parties, unless, within ninety (90) days after receipt by Seller of the Closing Balance Sheet, Seller shall notify Purchaser in writing of its disagreement with any amount included therein or omitted therefrom. The parties shall negotiate in good faith to resolve any such disputed items during the fifteen (15) Business Day period following the receipt by Purchaser of notice of such disagreement, and disputed items that are resolved by written agreement of the parties in such time period shall be final and binding upon the parties, and the Closing Balance Sheet shall be updated accordingly. If the parties are unable to resolve all disputed items within such fifteen (15) Business Day period, the remaining disputed items will be determined by a nationally recognized independent accounting firm selected by mutual agreement of Seller and Purchaser (which shall be the same accounting firm, if any, selected pursuant to the P&A Agreement); provided, however, that in the event the fees of such accounting firm as estimated by such accounting firm would exceed fifty percent (50%) of the net amount of all remaining disputed items, the parties agree that such accounting firm will not be engaged by either party and that fifty percent (50%) of such net amount in dispute will be apportioned to each of Seller and Purchaser. Such accounting firm will make its determination based solely on written submissions to the accounting firm by the parties and their respective Representatives or any oral presentation (or additional written materials) requested by the accounting firm but, in any event, not by independent review. Within ten (10) Business Days of the submission of any disputed items to the accounting firm, Purchaser and Seller shall concurrently deliver supporting documentation (in writing) to the accounting firm (with a copy to the other party). The parties agree that all communications with or to the accounting firm will include the other party and that there will be no ex parte communications with the accounting firm (including with the personnel of the accounting firm assigned to resolve such disputes) with respect to any dispute. The parties shall instruct the accounting firm to render a written decision resolving such disputes within fifteen (15) Business Days after such written submissions (or, if later, the date of any oral presentations requested by the accounting firm), resolving only those issues in dispute specifically submitted to the accounting firm. In resolving any disputed item, the accounting firm: (1) will be bound by the applicable provisions set forth in this Agreement, including the applicable definitions, (2) will limit its review to the disputed items submitted to the accounting firm in the written submissions of the parties and shall not investigate matters independently and (3) will not assign a value greater than the greatest value, or lower than the lowest value, for such individual item claimed by any party. The fees and disbursements of the accounting firm will be allocated between Purchaser and Seller in the same proportion that the aggregate amount of such remaining disputed items so submitted to the accounting firm that is unsuccessfully disputed by each such party (as finally determined by the accounting firm) bears to the total amount of such remaining disputed items so submitted. By way of illustration, if Purchaser's calculations would have resulted in a \$1,000,000 net payment to Purchaser, and Seller's calculations would have resulted in a \$1,000,000 net payment to Seller and the accounting firm's final determination pursuant to this Section 2.3(c) results in an aggregate net payment of \$500,000 to Seller, then Purchaser and Seller shall pay 75% and 25%, respectively, of the fees and disbursements of the accounting firm. The parties agree that the resolution of disputes with respect to the calculations and amounts set forth in the Closing Balance Sheet (and the corresponding calculation of Closing TBV) (x) will be governed, solely and exclusively, by the procedures set forth in this Section 2.3(c) and (y) will be conclusive and binding on the parties when rendered by the accounting firm, except, in each case, in the case of fraud, intentional misconduct or manifest error.

- (d) If the Closing TBV (as mutually agreed by Seller and Purchaser or finally determined by the accounting firm pursuant to Section 2.3(c)) exceeds the Estimated Closing TBV, then Purchaser shall make an adjustment payment to Seller in an amount equal to such excess. If the Closing TBV (as mutually agreed by Seller and Purchaser or finally determined by the accounting firm pursuant to Section 2.3(c)) is less than the Estimated Closing TBV, then Seller shall make an adjustment payment to Purchaser in an amount equal to such difference. Any payment pursuant to this Section 2.3(d) will be made together with interest on the amount of such payment at the Effective Federal Funds Rate calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Closing Date until, but not including, the date of payment. Within ten (10) days following such mutual agreement or final determination of the Closing TBV, any payment payable pursuant to this Section 2.3(d) will be paid in immediately available funds in cash to a bank account or accounts designated by Purchaser or Seller, as the case may be, at least two (2) Business Days prior to the expiration of such ten (10) day period. Any payments made pursuant to this Section 2.3(d) will be treated for all Tax purposes as adjustments to the Purchase Price.
- (e) For the avoidance of doubt, neither Purchaser and its Affiliates (on the one hand) nor Sellers and their Affiliates (on the other hand) shall be entitled to recover more than once with respect to the same amount under this <u>Section 2.3</u> and the P&A Agreement (<u>i.e.</u>, no double-counting).
- Section 2.4 <u>Certain Adjustments</u>. If, at any time or times between the date of this Agreement and the Closing, the Purchaser Common Stock shall have been changed into a different class of shares, then the class of securities comprising the Stock Consideration shall be appropriately adjusted to the extent necessary to preserve the economic effect of the Stock Consideration as contemplated by this Agreement prior to such event; <u>provided</u>, <u>however</u>, that nothing in this <u>Section 2.4</u> shall be construed as permitting Purchaser to take any action or enter into any transaction otherwise prohibited by this Agreement.

Section 2.5 <u>Tax Treatment</u>. Purchaser and Sellers acknowledge and agree that the Stock Sale shall be treated for U.S. federal income tax purposes as a taxable purchase and sale of the Shares, and neither Purchaser nor Sellers shall take any position on any Tax Return, or take any other reporting position, inconsistent with such treatment, unless otherwise required by any change in applicable Law or in the interpretation or application thereof.

Section 2.6 Withholding. Purchaser shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement, such amounts as it is required to deduct or withhold with respect to the making of such payment under the Code or any provision of any U.S. federal, state, local or foreign Tax Law. If Purchaser determines that it is required to deduct or withhold any amount from any payment to be made pursuant to this Agreement, Purchaser shall provide notice to Sellers of Purchaser's intent to deduct or withhold such amount and the basis for such deduction or withholding at least thirty (30) days before any such deduction or withholding is made to the extent reasonably practicable, or shall otherwise provide such notice as promptly as reasonably practicable, and Purchaser shall reasonably cooperate with Sellers in order to eliminate or to reduce any such deduction or withholding, including providing a reasonable opportunity for Sellers to provide forms or other evidence that would mitigate, reduce or eliminate such deduction or withholding. To the extent that amounts are so deducted and withheld, such deducted and withheld amounts 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.

Nonassignability of Excluded Assets and Liabilities. To the extent that the sale, assignment, sublease, Section 2.7 transfer, conveyance or delivery or attempted sale, sublease, assignment, transfer, conveyance or delivery to Seller or any Affiliate thereof (other than the Bank or the Transferred Subsidiaries) of any asset or liability of the Bank or the Transferred Subsidiaries that would be part of the Excluded Assets and Liabilities or any claim or right or any benefit arising thereunder or resulting therefrom would require any third party authorizations, approvals, consents or waivers (in each case, other than a Requisite Regulatory Approval), and such authorizations, approvals, consents or waivers shall not have been obtained prior to the Closing, then the Closing shall proceed without the sale, assignment, sublease, transfer, conveyance or delivery of such asset or liability to Seller or any Affiliate thereof (other than the Bank or the Transferred Subsidiaries) immediately prior to the Closing. In the event that Closing proceeds without the sale, assignment, sublease, transfer, conveyance or delivery of any such asset or liability to Seller or any Affiliate thereof (other than the Bank or the Transferred Subsidiaries) immediately prior to the Closing, then (i) the assets or liabilities with respect to any such asset or liability shall be regarded as Excluded Assets and Liabilities (including for purposes of the calculations required under Section 2.3 and the obligations of Seller Holdco under Section 8.1) (except, for the avoidance of doubt, the Bank and its Affiliates shall have access to the books and records related to any such asset or liability until such asset or liability is transferred to Seller or any Affiliate thereof) and (ii) following the Closing, the parties shall use their reasonable best efforts, and cooperate with each other, to obtain promptly such authorizations, approvals, consents or waivers; provided, however, that none of Sellers or Purchaser or any of their respective Affiliates shall be required to pay any consideration therefor other than filing, recordation or similar fees which shall be borne by Seller. Pending such authorization, approval, consent or waiver, the parties shall cooperate with each other in any mutually agreeable, reasonable and lawful arrangements designed to provide to Seller or its Affiliates, as applicable, the benefits of use of such asset or liability and to Purchaser or its Subsidiaries, as applicable, the benefits, including any indemnities, that they would have obtained had the asset or liability been conveyed to Seller or its Affiliates at the Closing; provided that Purchaser and its Subsidiaries shall not be required to extend or renew any Contract regarding such asset or liability; provided further Purchaser may cause the Bank to terminate any Contract regarding such asset or liability that contains material restrictive covenants that would otherwise be assumed by Purchaser Bank by operation of the Bank Merger, after consultation with Seller, within five (5) Business Days prior to effecting the Bank Merger and Seller shall bear the costs of any early termination fees resulting from any such termination. Once authorization, approval, consent or waiver for the sale, assignment, sublease, transfer, conveyance or delivery of any such asset or liability not sold, assigned, subleased, transferred, conveyed or delivered immediately prior to the Closing is obtained, Purchaser shall or shall cause its Subsidiaries to, assign, transfer, convey and deliver any such asset or liability to Seller or its Affiliate for no additional consideration. To the extent that any such asset or liability cannot be transferred from the Bank or the Transferred Subsidiaries to Seller or any Affiliate thereof (other than the Bank or the Transferred Subsidiaries) immediately prior to the Closing or the full benefits of use of any such asset or the full burden of any liability cannot be provided to Seller or its Affiliate following the Closing pursuant to this Section 2.7, then Purchaser and Seller shall enter into such arrangements (including subleasing, sublicensing or subcontracting) to provide to the other party the economic (taking into account Tax costs and benefits) and operational equivalent, in each case, to the extent permitted, of obtaining such authorization, approval, consent or waiver and the performance by Seller or its Affiliates of the obligations thereunder. Purchaser or its Subsidiaries shall hold in trust for and pay to Seller or its Affiliates promptly upon receipt thereof, all income, proceeds and other monies received by Purchaser or any of its Subsidiaries in connection with its use of any asset (net of any Taxes and any other costs imposed upon Purchaser or any of its Subsidiaries) in connection with the arrangements under this Section 2.7. Seller and its Affiliates shall promptly reimburse or indemnify Purchaser and any of its Subsidiaries for any costs imposed upon Purchaser or any of its Subsidiaries in connection with the arrangements under this Section 2.7. Within sixty (60) days of the date of this Agreement, Seller shall deliver to Purchaser a list of all consents, approvals, waivers, registrations, permits, authorizations, notices or filings required to be obtained by Seller or its Affiliates (including the Bank and its Subsidiaries), or to be given by Seller or its Affiliates to, or made by Seller or its Affiliates with, any third party in connection with the Excluded Assets and Liabilities Transfer, and Seller shall, and shall cause the Bank and the Transferred Subsidiaries to, use reasonable best efforts to obtain all such consents, approvals, waivers, registrations, permits, authorizations, notices or filings.

Section 2.8 <u>Bank Merger</u>. Following the Effective Time, the Bank will merge with and into Purchaser Bank (the "<u>Bank Merger</u>"), with Purchaser Bank as the surviving entity in the Bank Merger and, following the Bank Merger, the separate corporate existence of the Bank shall cease. The parties agree that the Bank Merger shall become effective at such time following the Effective Time as Purchaser shall specify. The Bank Merger shall be implemented pursuant to an agreement and plan of merger in a customary form to be specified by Purchaser and approved by Seller (the "<u>Bank Merger Agreement</u>"), such approval not to be unreasonably withheld, conditioned or delayed. Prior to the Effective Time, (a) (i) Seller shall cause the Bank to approve the Bank Merger Agreement, (ii) Seller, as the sole shareholder of the Bank, shall approve the Bank Merger Agreement, and (iii) Seller shall cause the Purchaser Bank to approve the Bank Merger Agreement, (ii) Purchaser shall cause the Purchaser Bank to deliver the Bank Merger Agreement, and (iii) Purchaser shall cause the Purchaser Bank, to execute such certificates or articles of merger and such other documents and certificates as are necessary to effectuate the Bank Merger.

Section 2.9 <u>Lock-up Agreement</u>. During the period commencing on the Closing Date and ending on the date that is six (6) months following the Closing Date (the "<u>Lock-up Period</u>"), Seller and its Affiliates shall not, directly or indirectly, offer, sell, contract to sell, transfer (by operation of law or otherwise), pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares of Purchaser Common Stock (or interest therein, through hedging or other derivative transaction or otherwise) received as part of the Stock Consideration (including any securities subsequently received in a stock dividend, stock split, recapitalization, recombination or other similar transaction in respect of such Stock Consideration).

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the disclosure schedule delivered to Purchaser by the Sellers concurrently with the execution and delivery of this Agreement (the "Sellers' Disclosure Schedule") (it being agreed that (i) no such item is required to be set forth as an exception to a representation or warranty if its absence would not result in the related representation or warranty being deemed untrue or incorrect, (ii) the mere inclusion of an item in the Sellers' Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission by Sellers that such item represents a material exception or fact, event or circumstance or that such item would reasonably be expected to have a Material Adverse Effect, and (iii) any disclosure of any item in any section or subsection of the Sellers' Disclosure Schedule shall be deemed disclosure with respect to any other section specifically referenced or cross-referenced or any other section or subsection to which the relevance of such item is reasonably apparent on the face of the disclosure (notwithstanding the absence of a specific cross-reference)), the Sellers hereby represent and warrant to Purchaser, as of the date hereof (or as of such other date as may be expressly provided in any representation or warranty) and as of the Closing Date, as follows:

Section 3.1 Organization, Standing and Authority.

- Each of Seller Holdco, Seller and the Bank is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization. Seller has made an effective election to be treated as a financial holding company under the BHC Act. The Bank has all corporate (or similar) power and authority to own, lease and operate its properties and to carry on its business as now conducted. The Bank is duly qualified to do business and, where such concept is recognized under applicable law, is in good standing in each jurisdiction where the character of the property owned or leased by it or the nature of its activities makes such qualification necessary, except where failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Bank is the only subsidiary (within the meaning of the BHC Act) of Seller that is a U.S. depository institution, and the deposit accounts of the Bank are insured by the FDIC through the Deposit Insurance Fund to the fullest extent permitted by law, and all premiums and assessments required to be paid in connection therewith have been paid when due, and no proceedings for the termination of such insurance are pending or threatened. The Bank has, and at all times during the past three (3) years has had, a Community Reinvestment Act rating no lower than "Satisfactory."
- (b) Section 3.1(a) of the Sellers' Disclosure Schedule contains a complete and accurate list of all the Transferred Subsidiaries, and such Transferred Subsidiaries' jurisdiction of organization. Except as would not, individually or in the aggregate, reasonably be expected to be have a Material Adverse Effect, each Transferred Subsidiary (i) has been duly organized, is validly existing and, where such concept is recognized under applicable law, is in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted, and (iii) is duly qualified to do business and, where such concept is recognized under applicable law, is in good standing in each jurisdiction where the character of the property owned or leased by it or the nature of its activities makes such qualification necessary.
- (c) Complete and accurate copies of the Constituent Documents of the Bank and the Transferred Subsidiaries, each as in effect as of the date of this Agreement, have been made available to Purchaser.

Section 3.2 <u>Capital Structure</u>.

(a) The authorized capital stock of the Bank consists of 45,000,000 shares of common stock, par value \$15 per share (the "Common Stock"), of which 40,305,115 shares are issued and outstanding and none are held in treasury as of the date of this Agreement. All the issued and outstanding shares of Common Stock have been duly authorized and are validly issued, fully paid and non-assessable. There are no outstanding or authorized Rights that would require the Bank to issue, sell or otherwise cause to become outstanding any of its Common Stock, or to make a cash payment based on the value of any of its Common Stock. The Bank does not have any commitment to authorize, issue or sell any shares of Common Stock or other equity interests, and there are no shares of Common Stock authorized or reserved for issuance. None of the Bank's issued and outstanding shares of Common Stock have been issued in violation of any preemptive rights. No bonds, debentures, notes or other indebtedness having the right to vote on any matters on which the holders of Common Stock may vote have been issued by the Bank and are outstanding. As of the date hereof, other than its ownership interests in the equity securities of the Transferred Subsidiaries, the Excluded Subsidiaries and the Persons set forth on Section 3.2(a) of the Sellers' Disclosure Schedule, the Bank does not directly or indirectly "own" or "control" (as such terms are used within the meaning of the BHC Act and its implementing regulations) any equity securities of any other Person.

(b) Seller has good and marketable title to all the Shares, free and clear of any and all Liens (other than restrictions on transfer which arise under applicable Securities Laws). Seller is not a party to any shareholders' agreement, voting trust, proxy or other agreement or understanding with respect to the voting of any capital stock of the Bank. At the Closing, no restrictions applicable to the payment of dividends or other distributions by the Bank shall exist, except pursuant to corporate or banking laws of and regulations of general applicability.

Section 3.3 <u>Subsidiary Equity Holdings</u>. Section 3.3 of the Sellers' Disclosure Schedule contains a complete and accurate list of the type and number of authorized and outstanding equity interests of each of the Transferred Subsidiaries (the "<u>Subsidiary Shares</u>"). The Bank owns beneficially and of record all Subsidiary Shares and has good and marketable title to the Subsidiary Shares, free and clear of any and all Liens (other than restrictions on transfer which arise under applicable Securities Laws). There are no outstanding or authorized Rights that would require any of the Transferred Subsidiaries to issue, sell or otherwise cause to become outstanding any of its equity interests, or to make a cash payment based on the value of any of its equity interests. None of the Transferred Subsidiaries has any commitment to authorize, issue or sell any equity interests, and there are no shares of capital stock of the Transferred Subsidiaries authorized or reserved for issuance. None of the Transferred Subsidiaries' issued and outstanding equity interests has been issued in violation of any preemptive rights. No bonds, debentures, notes or other indebtedness having the right to vote on any matters on which the holders of equity interests may vote have been issued by any of the Transferred Subsidiaries and are outstanding.

Section 3.4 Corporate Authorization and Binding Effect. The execution, delivery and performance by Sellers of this Agreement have been duly and validly authorized by all necessary corporate action of Sellers prior to the date of this Agreement, and the execution, delivery and performance by Sellers (or any of their Affiliates that may be a party to any Transaction Document) of the Transaction Documents other than this Agreement will be duly and validly authorized by all necessary corporate action of Sellers (and, if applicable, any such Affiliate) prior to their respective execution, delivery and performance thereof. This Agreement is a valid and legally binding obligation of Sellers, and the other Transaction Documents to which Sellers (and, if applicable, any such Affiliate) will be a party at Closing will be duly executed and delivered by Sellers (and, if applicable, any such Affiliate), and assuming due authorization, execution, and delivery of the Transaction Documents by the other parties thereto, at Closing will constitute legal, valid and binding agreements of Sellers (and, if applicable, any such Affiliate) in accordance with their respective terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditors' rights or by general equity principles (the "Bankruptcy and Equity Exception")).

Section 3.5 Regulatory Filings; No Defaults.

- (a) No consents or approvals of, or filings or registrations with, any Governmental Authority or other third party are required to be made or obtained by Sellers, the Bank or any of the Transferred Subsidiaries in connection with the execution, delivery or performance by Sellers (or any of their Affiliates that may be a party to any Transaction Document) of the Transaction Documents to which they are a party, or to effect the Transactions, except for (i) the filing of the applications, filings or notices to or with the Governmental Authorities listed in Schedule 3, as applicable to the Sellers or the Bank, and approval of or non-objection to such applications, filings and notices; (ii) the Third Party Consents listed in Section 3.5(a) of the Sellers' Disclosure Schedule; (iii) applications, filings or notices pursuant to the securities or blue sky laws of the various states with respect to the Stock Sale; and (iv) such other non-Governmental Authority third party consents, approvals, filings or registrations the failure of which to be obtained would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.
- (b) Subject to the receipt of the approvals and consents referred to in Schedule 3, and the Third Party Consents listed in Section 3.5(a) of the Sellers' Disclosure Schedule, the execution, delivery and performance by each of Sellers of the Transaction Documents to which it is a party and the consummation by it of the Transactions do not (i) conflict with, contravene, constitute a violation or breach of or default under or give rise to (or give rise after the giving of notice, the passage of time or both) a right of termination, cancellation, payment of any penalty or other amount, or acceleration of any obligation of such party or to a loss of any benefits to which such party is entitled under any provision of (A) Seller Holdco's, Seller's, the Bank's, or any of the Transferred Subsidiaries' Constituent Documents; (B) assuming compliance with the requirements referred to in Section 3.5(a), any applicable Law binding upon Sellers, the Bank, or any of the Transferred Subsidiaries, other than violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, or (C) assuming compliance with the requirements referred to in Section 3.5(a), any Material Contract to which the Bank or any Transferred Subsidiary is a party or any license, franchise, permit or similar authorization held by Seller Holdco, Seller, the Bank or any of the Transferred Subsidiaries, in each case other than violations, breaches, defaults, rights or loss which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; or (ii) result in the creation or imposition of any Lien on any assets of the Bank or any Transferred Subsidiary, other than any Lien that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.
- (c) As of the date hereof, Sellers have no knowledge of any reason, with respect to themselves, that the Requisite Regulatory Approvals will not be obtained in the ordinary course and without material delay.

Section 3.6 Financial Statements; No Material Adverse Effect.

Sellers have previously made available to Purchaser all Bank Call Reports required to be filed by the Bank (a) with respect to the periods ended December 31, 2019, December 31, 2020, and June 30, 2021 (the financial statements contained in such Bank Call Reports, collectively, the "Financial Statements"). The Financial Statements (i) have been derived from the books and records of the Bank and its Subsidiaries, (ii) have been prepared in conformity with GAAP and/or requirements under applicable Law (including applicable regulatory accounting principles) applied on a consistent basis (except as may be indicated in the notes thereto) and (iii) fairly present in all material respects the consolidated financial position of the Bank and its Subsidiaries, as of the dates thereof, and their respective results of operations and cash flows for the periods then ended (except as may be indicated in the notes thereto and are subject to normal year-end audit adjustments). The carveout financial statements made available in Section 1.3 of the Dataroom (i) have been derived from the books and records of the Bank and the Transferred Subsidiaries, (ii) have been prepared in conformity with requirements under applicable Law (including applicable regulatory accounting principles) applied on a consistent basis (except as may be indicated in the notes thereto) and (iii) fairly present in all material respects the consolidated financial position of the Bank and the Transferred Subsidiaries (after giving effect to the Excluded Assets and Liabilities Transfer), as of the dates thereof, and their respective results of operations for the periods then ended (except as may be indicated in the notes thereto and are subject to normal year-end audit adjustments). The balance sheet as of June 30, 2021 contained in such carveout financial statements does not include any Excluded Assets and Liabilities and reflects all assets and liabilities of the Bank and the Transferred Subsidiaries (after giving effect to the Excluded Assets and Liabilities Transfer) required to be set forth on such balance sheet.

- (b) Except (i) as reflected or reserved against in the Financial Statements (or disclosed in the notes thereto, if applicable), as adjusted to reflect the Excluded Assets and Liabilities Transfer, (ii) for Permitted Liens, (iii) for liabilities incurred in the ordinary course of business since June 30, 2021, or (iv) for liabilities that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, there are no liabilities of the Bank and the Transferred Subsidiaries of any sort whatsoever of a character required under GAAP and/or requirements under applicable Law (including applicable regulatory accounting principles) to be reflected or reserved against on a consolidated balance sheet or disclosed in the notes to a consolidated balance sheet of the Bank prepared in accordance with GAAP and/or requirements under applicable Law (including applicable regulatory accounting principles).
- system of internal controls over financial reporting (as defined in Rule 13a-15 under the Exchange Act) established and maintained by Seller. Such internal controls are designed to provide reasonable assurance regarding the reliability of the Seller's financial reporting and the preparation of the Seller's consolidated financial statements for external purposes in accordance with GAAP. Seller has disclosed, based on its most recent evaluation of its internal accounting controls by its chief executive officer and chief financial officer prior to the date hereof, to Seller's auditors and audit committee (i) all significant deficiencies and material weaknesses in the design or operation of internal controls which would adversely affect the ability of the Bank or the Transferred Subsidiaries to record, process, summarize and report financial information for inclusion in the applicable combined financial statements and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in Seller's internal controls over financial reporting relating to the Bank or the Transferred Subsidiaries. Since January 1, 2019, to the Knowledge of Sellers, no material complaints from any source regarding accounting, internal accounting controls or auditing matters have been received by Sellers or the Bank and no material written complaints from employees of Sellers or the Bank regarding questionable accounting or auditing matters relating to the Bank and the Transferred Subsidiaries have been received by Sellers or the Bank.

- (d) The allowances for loan losses and for credit losses contained in the Financial Statements were and will be established in accordance with the practices and experiences of the Bank and the Transferred Subsidiaries, and were and will be adequate under and in accordance with the requirements of GAAP and/or requirements under applicable Law (including applicable regulatory accounting principles) to provide for possible losses on loans (including accrued interest receivable) and credit commitments (including stand-by letters of credit) outstanding as of the date of such balance sheet. The Bank adopted and fully implemented CECL effective as of January 1, 2020, other than for regulatory capital purposes.
- (e) Since June 30, 2021, no event, occurrence or development has occurred or circumstance arisen that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.
- (f) Since June 30, 2021 through the date hereof, except with respect to the Transactions or changes resulting from or related to the Contagion Event or the Contagion Event Measures, the business of the Bank and the Transferred Subsidiaries was conducted, in all material respects, in the ordinary course of business.

Section 3.7 <u>Material Contracts</u>.

- (a) Section 3.7(a) of the Sellers' Disclosure Schedule contains, as of the date of this Agreement, a list of each of the following types of Contracts (other than (A) any Benefit Plan, and (B) any Contract that is included in the Excluded Assets and Liabilities) to which Bank or any Transferred Subsidiary is a party (each, a "Material Contract"):
 - (i) any lease of real property that provides for annual payments of \$3,000,000 or more by the Bank or the Transferred Subsidiaries and that is not terminable without material payment by the Bank or the Transferred Subsidiaries upon notice of 180 days or less;
 - (ii) any material partnership or joint venture Contract with any third party, in each case other than in connection with low-income housing tax credit investments in the ordinary course of business;
 - (iii) any Contract relating to the acquisition or disposition of any business or operations (whether by merger, sale of stock, sale of assets or otherwise) under which the Bank or any Transferred Subsidiary has or may have a material obligation or liability, in each case other than sales of portfolios of loans and mortgages in the ordinary course of business;
 - (iv) (A) any Contract for the borrowing of money or the deferred purchase price of property (in either case, whether incurred, assumed, guaranteed or secured by any asset) or (B) any Contract by which the Bank or any Transferred Subsidiary lends money or provides guarantees, in the case of each of clauses (A) and (B), (x) in the principal amount of \$10,000,000 or more, (y) other than Related Party Contracts, and (z) other than in the ordinary course of business (it being understood and agreed that "in the ordinary course of business" for purposes of this clause (iii) shall include the creation of deposit liabilities, issuances of letters of credit, purchases of federal funds, borrowings from any Federal Home Loan Bank, sales of certificates of deposit, issuances of commercial papers, entry into repurchase agreements and satisfaction of legal requirements in the exercise of trust powers, in each case, in the ordinary course of business);

- (v) other than (A) leases of real property, (B) Extensions of Credit or (C) Derivative Contracts (in the case of each of clauses (A), (B) and (C), entered into in the ordinary course of business), any Contract that creates future payment obligations on the Bank and the Transferred Subsidiaries in excess of \$15,000,000 per annum and which by its terms does not terminate or is not terminable without penalty upon notice of 180 days or less;
- (vi) any Contract providing for the sale by the Bank or any Transferred Subsidiary of goods or services (other than any Extension of Credit, provision of credit services or other arrangements in the ordinary course of business) providing for payments to the Bank or such Transferred Subsidiary in excess of \$15,000,000 per annum;
- (vii) any Contract pursuant to which the Bank or any Transferred Subsidiary (x) grants either directly or through Sellers or another Affiliate any license or covenant not to sue under any material Intellectual Property owned by the Bank or any Transferred Subsidiary to an unaffiliated third party, or (y) receives either directly or through Sellers or another Affiliate any license or covenant not to sue from an unaffiliated third party under any Intellectual Property that is material to the businesses of the Bank or any Transferred Subsidiary, excluding, for the purposes of clauses (x) and (y), (A) any non-exclusive licenses to customers or for software or databases that are commercially available and (B) any Contract entered into with employees or independent contractors on Sellers' or any of their Affiliates' standard forms that have been made available to Purchaser;
- (viii) any Contract that provides for an increased payment or benefit, or accelerated vesting, upon the execution of this Agreement or the Closing or in connection with the Transactions, where such increase of payment or benefit or acceleration of vesting would, either individually or in the aggregate, reasonably be expected to be material to the Bank and its Transferred Subsidiaries, taken as a whole;
- (ix) (A) any material exclusive dealing Contract, or (B) any Contract that (x) contains non-competition or non-solicitation covenants that materially limit the freedom of the Bank or its Affiliates (including, after the Closing, the Purchaser and its Subsidiaries) to compete in any line of business or with any Person or in any area or operate at any location, or (y) purports to materially limit or restrict the ability of the Bank or its Affiliates (including, after the Closing, the Purchaser and its Subsidiaries) to solicit clients or employees or any category of Persons, other than non-solicit arrangements in the ordinary course of business;

- (x) any Related Party Contract;
- (xi) any Collective Bargaining Agreement; and
- (xii) any Contract that grants any right of first refusal, right of first offer or similar right with respect to any material assets, rights or property of the Bank and the Transferred Subsidiaries, taken as a whole.
- (b) Each of the Material Contracts is valid and binding on the Bank or the Transferred Subsidiaries, as the case may be and, to the Knowledge of the Sellers, each other party thereto, and is in full force and effect, except for failures to be valid and binding or in full force and effect as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There is no default under any such Contracts by the Bank or the Transferred Subsidiaries and, to the Knowledge of Sellers, no event has occurred that with the lapse of time or the giving of notice or both would constitute a default thereunder by the Bank or the Transferred Subsidiaries, in each case except as would not, individually or in the aggregate, reasonably be expected to be material to the Bank and the Transferred Subsidiaries, taken as a whole. Sellers have made available to Purchaser a true, correct and complete copy of each Material Contract.

Section 3.8 <u>Property</u>.

- (a) Section 3.8(a) of the Sellers' Disclosure Schedule contains a complete and accurate list of all real property owned, leased or licensed by the Bank or any Transferred Subsidiary, or otherwise occupied by any of them, as of the date hereof.
- (b) Except in any such case as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Bank and the Transferred Subsidiaries, as applicable, (i) have good and marketable fee title to all real property owned by them (other than "other real estate owned") free and clear of all Liens, except Permitted Liens, and have a legal, valid and enforceable leasehold interest in all real property leased or licensed by them (such owned and leased real property, the "Real Property"), (ii) there are no outstanding options, rights of first offer or refusal or other pre-emptive rights or purchase rights with respect to any such Real Property, and (iii) there has been no rent deferred under any lease of Real Property due to the COVID-19 pandemic or otherwise that is currently unpaid or outstanding.
- (c) Other than (a) properties for which the Bank or any Transferred Subsidiary is landlord or sublessor or (b) properties the Bank or any Transferred Subsidiary owns as satisfaction on a debt previously contracted, to the Knowledge of Sellers, there are no Persons in possession of any portion of any of the real property owned or leased by the Bank or any Transferred Subsidiary, and no Person other than the Bank or a Transferred Subsidiary has the right to use or occupy for any purpose any portion of any of the real property owned or leased by the Bank or a Transferred Subsidiary, except, in any such case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.9 <u>Compliance with Laws</u>.

- (a) Except as has not had, and would not, individually or in the aggregate, be reasonably be expected to have, a Material Adverse Effect, each of the Bank and the Transferred Subsidiaries:
 - (i) has all permits, licenses, authorizations, orders and approvals of, and has made all filings, applications and registrations with, all Governmental Authorities that are required in order to permit it to own or lease its properties and to conduct its businesses as conducted as of the date of this Agreement (collectively, "Permits") and all such Permits are in full force and effect and are current and no suspension or cancellation of any of them is, to the Knowledge of Sellers, threatened;
 - (ii) is and has been since January 1, 2019, in compliance with all Laws applicable to the conduct of its businesses and the ownership and use of its assets and no event has occurred or circumstance exists that (with or without notice or lapse of time) has resulted or would reasonably be expected to result in a violation of any AML Laws, Anticorruption Laws or Sanctions, the False Claims Act (31 U.S.C. 3729 et seq.) or other applicable Laws;
 - (iii) is not and has not been since January 1, 2019, a party to or otherwise subject to any consent decree, memorandum of understanding, written commitment or other supervisory agreement with, or ordered to pay any civil money penalty by, the OCC, the Federal Reserve or the FDIC or any other Governmental Authority, and nor has the Bank or any Transferred Subsidiary been advised as of the date hereof by any such Governmental Authority that it is contemplating issuing or requesting any of the foregoing, whether related to AML Laws, Anticorruption Laws, Sanctions or otherwise; and
 - (iv) since January 1, 2019, has timely filed all reports, registrations and statements, together with any amendments required to be made with respect thereto, that were required to be filed under any applicable Law, with any applicable Governmental Authority (collectively, the "Reports"). As of their respective dates (and without giving effect to any amendments or modifications filed after the date of this Agreement with respect to reports and documents filed before the date of this Agreement), the Reports complied with the applicable Laws and Government Orders enforced or promulgated by the Governmental Authority with which they were filed.
- (b) As of the date hereof, the Bank is "well-capitalized" (as such term is defined in the relevant regulation of the Bank's primary bank regulator).
- Section 3.10 <u>Derivative Instruments</u>. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, all swaps, caps, floors, option agreements, futures and forward contracts and other similar derivative transactions (each, a "<u>Derivative Contract</u>"), whether entered into for the Bank's own account, or for the account of one or more of the Transferred Subsidiaries or their respective customers, were entered into (i) in accordance with prudent business practices and all applicable laws, rules, regulations and regulatory policies and (ii) with counterparties believed to be financially responsible at the time; and each Derivative Contract constitutes the valid and legally binding obligation of the Bank or one of the Transferred Subsidiaries, as the case may be, enforceable in accordance with its terms (except as enforceability may be limited by the Bankruptcy and Equity Exception), and are in full force and effect. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, neither the Bank nor any of the Transferred Subsidiaries, nor to the Knowledge of Sellers, any other party thereto, is in breach of any of its obligations under any Derivative Contract.

Section 3.11 <u>Litigation</u>. Except as (i) set forth in Section 3.11 of the Sellers' Disclosure Schedule or (ii) would not, individually or in the aggregate, reasonably be expected to be material to the Bank and the Transferred Subsidiaries, taken as a whole, (A) there is no, and since January 1, 2019, has not been any, Action before any Governmental Authority pending against the Bank or any Transferred Subsidiary (or Seller or any of its Affiliates, solely to the extent applicable to the business of the Bank and the Transferred Subsidiaries), and, to the Knowledge of Sellers, no such Action has been threatened, and (B) to the Knowledge of Sellers, no such Action has been threatened or commenced that is reasonably likely to impair the ability of the Sellers or their Affiliates to perform its obligations under the Transaction Documents or otherwise impede or delay the consummation of the Transactions.

Section 3.12 No Brokers. Except for any fees that may be due and owing to Mitsubishi UFJ Morgan Stanley Securities Co., Ltd. and BofA Securities Japan Co., Ltd. or any of their respective Affiliates, which will be paid by Sellers or one of their Affiliates (other than the Bank or the Transferred Subsidiaries), there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Sellers, the Bank or the Transferred Subsidiaries who might be entitled to any fee or commission from Sellers, the Bank or the Transferred Subsidiaries in connection with the Transactions.

Section 3.13 <u>Employee Benefit Plans</u>.

- (a) Except as would not reasonably be expected to be material to the Bank and the Transferred Subsidiaries, taken as a whole, each Benefit Plan has been established, operated and administered in accordance with its terms and the requirements of all applicable laws, including ERISA and the Code.
- (b) Section 3.13(b) of the Sellers' Disclosure Schedule sets forth a complete and accurate list of each material Benefit Plan and each material Seller Benefit Plan. Sellers have made available to Purchaser complete and accurate copies of each material Benefit Plan (or, in the case of any Benefit Plan that is unwritten or Seller Benefit Plan, a description thereof) and the following related documents, to the extent applicable: (i) all summary plan descriptions, amendments, modifications or material supplements, (ii) the most recent annual report (Form 5500) filed with the IRS, (iii) the most recently received IRS determination letter, (iv) the most recently prepared actuarial report or financial statement and (v) all material filings and non-routine correspondence with a Governmental Authority since January 1, 2020.
- (c) The IRS has issued a favorable determination letter or opinion with respect to each Benefit Plan that is intended to be qualified under Section 401(a) of the Code (the "Bank Qualified Plans") and the related trust, which letter or opinion has not been revoked (nor has revocation been threatened), and, to the Knowledge of Sellers, there are no existing circumstances and no events have occurred that would adversely affect the qualified status of any Bank Qualified Plan or the related trust.

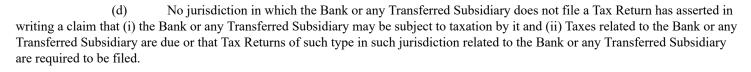
- (d) None of the Bank and the Transferred Subsidiaries nor any Bank ERISA Affiliate has, at any time during the last six (6) years, contributed to or been obligated to contribute to (i) a Multiemployer Plan or (ii) a plan that has two (2) or more contributing sponsors at least two (2) of whom are not under common control, within the meaning of Section 4063 of ERISA (a "Multiple Employer Plan"), and none of the Bank and the Transferred Subsidiaries nor any Bank ERISA Affiliate has incurred or would incur any liability that has not been satisfied in full to a Multiemployer Plan or Multiple Employer Plan as a result of a complete or partial withdrawal (as those terms are defined in Part I of Subtitle E of Title IV of ERISA) from a Multiemployer Plan or Multiple Employer Plan.
- (e) Except as would not reasonably be expected to be material to the Bank and the Transferred Subsidiaries, taken as a whole, with respect to each Benefit Plan that is subject to Section 302 or Title IV of ERISA or Section 412, 430 or 4971 of the Code: (i) the minimum funding standard under Section 302 of ERISA and Sections 412 and 430 of the Code has been satisfied and no waiver of any minimum funding standard or any extension of any amortization period has been requested or granted, (ii) no such plan is in "at-risk" status for purposes of Section 430 of the Code, (iii) the present value of accrued benefits under such Benefit Plan, based upon the actuarial assumptions used for funding purposes in the most recent actuarial report prepared by such Benefit Plan's actuary with respect to such Benefit Plan, did not, as of its latest valuation date, exceed the then current fair market value of the assets of such Benefit Plan allocable to such accrued benefits, (iv) no reportable event within the meaning of Section 4043(c) of ERISA for which the 30-day notice requirement has not been waived has occurred, (v) all premiums to the Pension Benefit Guaranty Corporation (the "PBGC") have been timely paid in full, (vi) no liability (other than for premiums to the PBGC) under Title IV of ERISA has been or would be expected to be incurred by the Bank or any Transferred Subsidiary, and (vii) the PBGC has not instituted proceedings to terminate any such Benefit Plan.
- (f) Except as would not reasonably be expected to be material to the Bank and the Transferred Subsidiaries, taken as a whole, no Benefit Plan provides for any post-employment or post-retirement health or medical or life insurance benefits for retired, former or current employees or beneficiaries or dependents thereof, except as required by Section 4980B of the Code.
- (g) Except as would not reasonably be expected to be material to the Bank and the Transferred Subsidiaries, taken as a whole, all contributions required to be made to any Benefit Plan by applicable law or by any plan document or other contractual undertaking, and all premiums due or payable with respect to insurance policies funding any Benefit Plan, have been timely made or paid in full or, to the extent not required to be made or paid on or before the date hereof, have been fully reflected on the books and records of the Bank.
- (h) Except as set forth in Section 3.13(h) of the Sellers' Disclosure Schedule, there are no pending or threatened claims (other than claims for benefits in the ordinary course), lawsuits or arbitrations which have been asserted or instituted, against the Benefit Plans, any fiduciaries thereof with respect to their duties to the Benefit Plans or the assets of any of the trusts under any of the Benefit Plans that would result in any liability of the Bank or any Transferred Subsidiary in an amount that would reasonably be expected to be material to the Bank and the Transferred Subsidiaries, taken as a whole.

- (i) Neither the execution and delivery of this Agreement nor the consummation of Transactions will (either alone or in conjunction with any other event): (i) result in any payment or benefit becoming due to any Business Employee, (ii) increase any payments or benefits payable to any Business Employee under any Benefit Plan or otherwise result in the acceleration of vesting, exercisability, funding or delivery of, or increase in the amount or value of such payments or benefits, or (iii) result in any limitation on the right of the Bank or any Transferred Subsidiary or, after the Closing, Purchaser or its Affiliates, to amend, merge, terminate, transfer or receive a reversion of assets from any Benefit Plan or related trust on or after the Effective Time. 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 Bank or any Transferred Subsidiary in connection with the Transactions (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 Code.
- (j) No Benefit Plan provides for the gross-up or reimbursement of Taxes under Section 409A or 4999 of the Code, or otherwise.
- (k) No Benefit Plan is maintained for the benefit of any employees or other services providers of the Bank or any Transferred Subsidiary who primarily reside or work outside of the United States.

Section 3.14 <u>Labor Matters</u>.

- (a) Except as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, there are no pending or, to the Knowledge of Sellers, threatened labor grievances or unfair labor practice claims or charges against the Bank or any Transferred Subsidiary, or any strikes or other labor disputes against the Bank or any Transferred Subsidiary. Neither the Bank nor any Transferred Subsidiary is party to or bound by any collective bargaining or similar agreement with any union, or other labor organization, or work rules or practices agreed to with any union, labor organization or employee association ("Collective Bargaining Agreement") applicable to the Business Employees or which otherwise may create any obligation or liability for or be binding upon Purchaser or any of its Affiliates (including the Bank and the Transferred Subsidiaries, after the Closing), and there are no pending or, to the Knowledge of Sellers, threatened organizing efforts by any union or other group seeking to represent any current or former Business Employees.
- (b) The Bank and the Transferred Subsidiaries are and have been in compliance in all respects with all applicable Laws in effect as of the date hereof respecting employment and employment practices, terms and conditions of employment, the termination of employment, collective bargaining, employee and independent contractor classification, disability, immigration, health and safety, wages, hours and benefits, the provision of meal and rest breaks, non-discrimination in employment, the prevention or harassment and retaliation, and workers' compensation, except in each case as would not reasonably be expected to be material to the Bank and the Transferred Subsidiaries, taken as a whole.

- (c) Since January 1, 2019, (i) no allegations of sexual harassment or other sexual misconduct have been made against (A) an executive officer of the Bank or any Transferred Subsidiary, (B) a member of the board of directors of the Bank or any Transferred Subsidiary with the title of Managing Director or above, (ii) there have been no Actions pending or, to the Knowledge of Sellers, threatened related to any allegations of sexual harassment or other sexual misconduct by (A) an executive officer of the Bank or any Transferred Subsidiary, (B) a member of the board of directors of the Bank or any Transferred Subsidiary with the title of Managing Director or above, and (iii) neither the Bank nor any Transferred Subsidiary has entered into any settlement agreements related to allegations of sexual harassment or other sexual misconduct by (A) an executive officer of the Bank or any Transferred Subsidiary, (B) a member of the board of directors of the Bank or any Transferred Subsidiary, or (C) an employee of the Bank or any Transferred Subsidiary with the title of Managing Director or above, except in each case, as would not reasonably be expected to be material to the Bank or the Transferred Subsidiaries, taken as a whole.
- (d) Except as would not, either individually or in the aggregate, reasonably be expected to be material to the Bank and the Transferred Subsidiaries, taken as a whole, neither the Bank nor any Transferred Subsidiary has taken any action that would reasonably be expected to cause Purchaser and its Affiliates (including the Bank and the Transferred Subsidiaries, in each case following the Closing) to have any liability or other obligation following the Closing Date under WARN.
- Section 3.15 <u>Taxes</u>. Except as would not reasonably be expected to be material to the Bank and the Transferred Subsidiaries, taken as a whole:
- (a) (i) All Tax Returns related to the Bank and the Transferred Subsidiaries that are required to be filed have been timely filed or will be timely filed on or before the Closing Date, taking into account any applicable extensions, and all such Tax Returns are or will be true, correct and complete, (ii) all Taxes required to be paid with respect to the Bank and the Transferred Subsidiaries (whether or not shown on any Tax Return) have been timely paid in full, and (iii) all deficiencies asserted in writing or assessments made in writing by the relevant Taxing Authority in connection with any of the Tax Returns referred to in clause (i) have been or will be (x) timely paid in full or (y) contested in good faith.
- (b) The Bank and the Transferred Subsidiaries have complied with all applicable information reporting, collection, deducting and withholding requirements with respect to Taxes and, to the extent required by applicable Law, any collected, deducted or withheld Taxes have been paid to the relevant Taxing Authority.
- (c) Other than Permitted Liens, there are no Liens on the Bank's or any Transferred Subsidiaries' assets that arose in connection with any failure (or alleged failure) to pay any Tax.



- (e) No closing agreements, private letter rulings, technical advice memoranda or similar agreements or rulings have been entered into with or issued by any Taxing Authority with respect to the Bank or the Transferred Subsidiaries that would bind the Bank in any taxable period (or portion thereof) after the Closing. Neither the Bank nor any Transferred Subsidiaries have executed any power of attorney with respect to Tax that remains in effect.
- (f) During the time owned, directly or indirectly, neither the Bank nor any Transferred Subsidiary (i) has been a member of an affiliated, consolidated, combined, unitary or similar Tax group for purposes of filing any Tax Return, other than, for purposes of filing consolidated U.S. federal income tax returns, a group of which either Seller or the Bank or such Transferred Subsidiary was the common parent, (ii) is a party to or has any obligation under any Tax sharing, Tax indemnification, or Tax allocation agreement or similar contract or arrangement, other than any such agreement that only includes the Seller and its Affiliates or any such agreement the primary purpose of which was unrelated to tax, or (iii) has any liability for Taxes of any Person (other than the Bank or any Transferred Subsidiary) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise, other than a group which only includes the Seller and its Affiliates.
- (g) Neither the Bank nor any Transferred Subsidiary will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) beginning after the Closing Date, as a result of (i) any change in accounting method made before the Closing under Section 481(c) of the Code (or any similar provision of state, local or foreign Law), (ii) "closing agreement" described in Section 7121 of the Code (or any similar provision of state, local or foreign Law) entered into prior to the Closing, (iii) installment sale or open transaction disposition or intercompany transaction made on or prior to the Closing, (iv) prepaid amount received on or prior to the Closing, (v) any intercompany transactions or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state or local Law) existing on or prior to the Closing, or (vi) the deferral of any Tax obligations pursuant to the Coronavirus Aid, Relief, and Economic Security Act or similar statutory relief, in each case, as a result of any action or transaction occurring prior to the Closing.
- (h) Neither the Bank nor any Transferred Subsidiary has constituted either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock qualifying for tax-free treatment under Section 355 of the Code within the three-year period immediately preceding the date of this Agreement.

- (i) Neither the Bank nor any Transferred Subsidiary has participated in any "listed transaction" within the meaning of Section 6707A(c)(2) of the Code and Treasury Regulations Section 1.6011-4(b)(2).
- (j) There are no pending or threatened in writing audits, suits, claims, assessments, examinations, investigations, or other proceedings in respect of Taxes of the Bank or any Transferred Subsidiary.
- (k) No Transferred Subsidiary of the Bank is characterized as a "foreign" corporation for U.S. federal income tax purposes. Neither the Bank nor any Transferred Subsidiary has in effect an election pursuant to Section 965(h) of the Code.
- (l) Neither the Bank nor any Transferred Subsidiary has deferred any payroll or employment Taxes, or claimed any benefit or relief pursuant to the CARES Act.
- (m) This <u>Section 3.15</u> (together with the applicable provisions of <u>Section 3.13</u>) contains the sole and exclusive representations made by the Bank and the Transferred Subsidiaries relating to Taxes and Tax Returns regarding the Bank and the Transferred Subsidiaries.
- Section 3.16 <u>Insurance</u>. The Bank and the Transferred Subsidiaries are insured against such risks and in such amounts as are adequate and as the management of the Bank reasonably has determined to be prudent in accordance with reasonable market practices. Except as disclosed in Section 3.16 of the Sellers' Disclosure Schedule, each such material insurance policy is in the name of the Bank and/or one of the Transferred Subsidiaries and is in full force and effect, all premiums due and payable thereon have been paid, and none of the Bank or any Transferred Subsidiary has received written notice to the effect that any of them is in material default under any such insurance policy, and all claims thereunder have been filed in a timely fashion. There is no material claim pending under any of such policies with respect to the Bank or any Transferred Subsidiary as to which coverage has been denied or disputed by the underwriters of such policies.

Section 3.17 <u>Intellectual Property</u>.

- (a) Section 3.17(a) of Sellers' Disclosure Schedule sets forth a complete and accurate list of all Intellectual Property owned by the Bank or any Transferred Subsidiary that is Registered, indicating, for each item, as applicable, the registration or application number and the applicable filing jurisdiction. The Bank or one of the Transferred Subsidiaries is the sole and exclusive owner of such Registered Intellectual Property, free and clear of all Liens (other than Permitted Liens), and all rights in such Registered Intellectual Property are subsisting and unexpired, and to the Knowledge of Sellers, valid and enforceable.
- (b) (i) The operation of the businesses of the Bank and the Transferred Subsidiaries as currently conducted do not infringe or misappropriate the Intellectual Property of any third party, (ii) no Person has asserted in a writing received by Sellers or their Affiliates, the Bank or any of the Transferred Subsidiaries since January 1, 2019, that the Bank or any Transferred Subsidiary has infringed or misappropriated the Intellectual Property of any third party and; (iii) to the Knowledge of Sellers, since January 1, 2019, no third party has infringed or misappropriated any Intellectual Property owned by the Bank or the Transferred Subsidiaries, in each case (i) through (iii), except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

- (c) Sellers and their Affiliates have taken commercially reasonable measures to protect the confidentiality of all material trade secrets that are included in the Intellectual Property owned by the Bank or the Transferred Subsidiaries, and, to the Knowledge of Sellers, such trade secrets have not been disclosed by the Bank or any Transferred Subsidiary to any Person except pursuant to appropriate nondisclosure agreements.
- Effect, (i) the Bank and the Transferred Subsidiaries own or have a license or other right to use all Intellectual Property that is used in their respective businesses; and (ii) no material proprietary software of the Bank or the Transferred Subsidiaries (x) has had any material source code placed in escrow for the benefit of a third party or (y) that incorporates or is derived from software licensed under any "open source" license that requires the licensing or availability of source code upon its distribution or availability to a third party, has been distributed or made available to a third party (other than vendors and contractors providing services on behalf of the Bank or the Transferred Subsidiaries).
- (e) Notwithstanding anything to the contrary set forth herein, this <u>Section 3.17</u> contains all representations and warranties provided by Sellers with respect to matters related to Intellectual Property, except for applicable portions of <u>Section 3.7(a)</u> (vii) and <u>Section 3.11</u>).

Section 3.18 Privacy and Cybersecurity.

- (a) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Bank and the Transferred Subsidiaries, taken as a whole, (i) the Bank and the Transferred Subsidiaries are in compliance with all applicable Privacy Laws, the Payment Card Industry Data Security Standard and with all public-facing privacy policies that cover the Bank and the Transferred Subsidiaries; (ii) since January 1, 2019, there has been no unauthorized access, use, modification, disclosure or other misuse of the Personal Information or other information in respect of customers (including borrowers, depositors, clients and counterparties) of the Bank and the Transferred Subsidiaries in the possession or under the control of the Bank or the Transferred Subsidiaries, or other Persons performing services on behalf of the Bank or the Transferred Subsidiaries (with respect to the business of the Bank and the Transferred Subsidiaries), in each case, other than incidents that were resolved without cost, liability or the duty to notify any Person.
- (b) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Bank and the Transferred Subsidiaries, taken as a whole, (i) the Bank and the Transferred Subsidiaries own or have a license, service agreement or other right to use all IT Assets that are used in their respective businesses, (ii) the Bank and the Transferred Subsidiaries have implemented commercially reasonable IT Asset and data security, relevant data backup and business continuity procedures with respect to all IT Assets used in the businesses of the Bank and the Transferred Subsidiaries (and all information, including Personal Information, processed thereby), (iii) the IT Assets owned or controlled by the Bank or the Transferred Subsidiaries are in good working order and operate and perform in accordance with their applicable specifications and as required in connection with the operation of the business of the Bank and the Transferred Subsidiaries as currently conducted, (iv) such IT Assets are free of defects, vulnerabilities, viruses, malware and other corruptants and (v) since January 1, 2019, there has been no material unauthorized use, access, interruption, modification or corruption of the IT Assets used by the Bank or the Transferred Subsidiaries (or any information or transactions stored or contained therein or transmitted thereby, including any information in respect of customers (including borrowers, depositors, clients and counterparties) of the Bank and the Transferred Subsidiaries).

Section 3.19 Extensions of Credit.

- Effect, each loan, revolving credit facility, letter of credit or other extension of credit (including guarantees) or commitment to extend credit (each, an "Extension of Credit") in which the Bank or any Transferred Subsidiary is a creditor (i) complies with all applicable Laws, (ii) has been made, entered into or acquired by the Bank or any Transferred Subsidiary in accordance with board of director-approved loan policies, management policies and procedures or customary industry standards, as applicable, (iii) is evidenced by original promissory notes or other evidences of indebtedness, which, together with all security agreements and guarantees, are valid and legally binding obligations of the Bank or one of the Transferred Subsidiaries and the counterparty or counterparties thereto, are enforceable in accordance with their terms (except as enforcement may be limited by the Bankruptcy and Equity Exception) and (iv) is in full force and effect.
- (b) Section 3.19(b) of Sellers' Disclosure Schedule sets forth a complete and accurate list of all Extensions of Credit that, as of June 30, 2021, were classified by the Bank as "Special Mention," "Substandard," "Doubtful," "Loss," "Classified," "Criticized," "Watch" or words of similar import. Complete and accurate copies of the currently effective lending policies and practices of the Bank and the Transferred Subsidiaries have been made available to the Purchaser.
- (c) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) each outstanding Extension of Credit in which the Bank or any Transferred Subsidiary is a creditor has been solicited and originated and is administered and, if serviced by the Bank, serviced, and the relevant files are being maintained, in accordance with the relevant loan documents, the Bank's or, if applicable, the Transferred Subsidiaries', underwriting standards and with all requirements of applicable Laws (including those of the Small Business Administration) and applicable requirements of any government-sponsored enterprise program; and (ii) each of the Bank and the Transferred Subsidiaries has properly fulfilled its contractual responsibilities and duties in any Extension of Credit in which it acts as the lead lender or servicer and has complied with its duties as required under applicable Law.
- (d) The Sellers have previously delivered to the Purchaser spreadsheets containing information regarding certain categories of loans made by the Bank and the Transferred Subsidiaries as of June 30, 2021 (the "Loan Data File") and the information contained in the Loan Data File was complete and accurate in all material respects as of such date.

(e) Except as would not reasonably be expected to be material to the Bank and the Transferred Subsidiaries, taken as a whole, since January 1, 2020 through the date hereof, there has been (i) no written demand made to the Bank or the Transferred Subsidiaries for the repurchase of any Extensions of Credit due to the alleged breach of any representation, warranty or covenant with respect to such Extensions of Credit or due to alleged fraud relating thereto, or (ii) other than on account of an obligor's insolvency or claimed insolvency, no claim by an obligor of any Extension of Credit asserting that the obligor is entitled to damages associated with the conduct of the Bank or any Transferred Subsidiary in connection with such Extension of Credit; provided, that in each case of clauses (i) and (ii), such Extension of Credit shall not include Excluded Assets and Liabilities.

Section 3.20 Certain Loan Matters.

- (a) Section 3.20(a) of the Sellers' Disclosure Schedule contains a complete and accurate list of all Extensions of Credit as of June 30, 2021, by the Bank and the Transferred Subsidiaries to any directors, executive officers and principal shareholders (as such terms are defined in Regulation O of the Federal Reserve (12 C.F.R. Part 215)) of the Bank or any Transferred Subsidiary, and each such Extension of Credit is and was made in compliance in all material respects with all applicable Laws.
- (b) Except as disclosed in Section 3.20(b) of the Sellers' Disclosure Schedule, there are no Extensions of Credit by the Bank or any Transferred Subsidiary to any employee, officer, director or other Affiliate of the Bank or any Transferred Subsidiary on which the borrower is paying a rate other than that reflected in the note or the relevant credit agreement or on that the borrower is paying a rate that was below market at the time the Extensions of Credit were made.
- Section 3.21 <u>Trust and Other Fiduciary Businesses</u>. The Bank has all requisite power and authority to exercise fiduciary powers under applicable Law necessary to conduct its business. Since January 1, 2019, each of the Bank and the Transferred Subsidiaries has properly administered in all material respects all accounts for which it acts as a fiduciary, including accounts for which it serves as trustee, agent, custodian, personal representative, guardian, conservator or investment advisor, in accordance with the terms of the governing documents and applicable Laws. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Bank and the Transferred Subsidiaries, taken as a whole, neither the Bank nor any Transferred Subsidiary nor, to the Knowledge of Sellers, any of their current or former directors, officers or employees, has committed any breach of trust or fiduciary duty with respect to any such fiduciary account.

Section 3.22 <u>Compliance with Environmental Laws.</u>

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, since January 1, 2019, the Bank and the Transferred Subsidiaries have been in compliance with all applicable Environmental Laws.

- Transferred Subsidiary has been or, with respect to threatened Actions would reasonably be expected to be, named as a defendant or which seek to impose, or would reasonably be expected to result in the imposition, on the Bank or any Transferred Subsidiary any liabilities or obligations in each case (i) for alleged material noncompliance with any Environmental Law or (ii) relating to any material Release into the environment of any Hazardous Substance, occurring at or on a site owned, leased or operated by the Bank or any Transferred Subsidiary, or, to the Knowledge of the Sellers, relating to any material Release into the environment of any Hazardous Substance, occurring at or on a site not owned, leased or operated by the Bank or any Transferred Subsidiary, and, to Seller's Knowledge, there is no reasonable basis for, or circumstances that are reasonably likely to give rise to, any such proceeding, investigation or remediation by any Governmental Authority or other Person.
- (c) To the Knowledge of Sellers, there has not been any material Release of any Hazardous Substance by the Bank or any Transferred Subsidiary at any location, or any material Release of any Hazardous Substance by any Person in, on, under or affecting any property currently or formerly owned, leased or operated by the Bank or any Transferred Subsidiary that requires remediation by the Bank or any Transferred Subsidiary or otherwise would reasonably be expected to result in the imposition on the Bank or any Transferred Subsidiary (or any of their respective assets or properties) of any material liability or obligation under any Environmental Law.
- (d) Neither the Bank nor any Transferred Subsidiary (i) is a party to any Government Order imposing any material liability or obligation under any Environmental Law or (ii) since January 1, 2019, has received any written notice, demand letter, executive or administrative order, directive or request for information from any Governmental Authority or any third party indicating that it may be in violation of, or liable under, any Environmental Law.
- Section 3.23 <u>Use of Assets.</u> Taking into account (a) the services contemplated by the Transitional Services Agreement, (b) any actions (or the effects of any action) taken (or omitted to be taken) upon the written request or instruction of, or with the written consent of, Purchaser or one of its Affiliates, and (c) any actions otherwise expressly required by this Agreement and other Transaction Documents, and subject to obtaining any Third Party Consents, immediately after the consummation of the Transactions, the Bank and the Transferred Subsidiaries will own or have the right to use, all assets, liabilities, rights and properties sufficient to conduct their respective businesses (other than any businesses that currently are or will be included in the Excluded Assets and Liabilities), in all material respects in the same manner and on the same terms as currently conducted by the Bank and the Transferred Subsidiaries; provided, however, that nothing in this Section 3.23 shall be deemed to constitute a representation or warranty as to the adequacy of amounts of cash or working capital of the Bank and the Transferred Subsidiaries (or the availability of the same) or the adequacy of employees of the Bank and the Transferred Subsidiaries (or the availability of the same). None of the Sellers or their Affiliates (other than the Bank and the Transferred Subsidiaries) owns any material assets, liabilities, rights and properties necessary for the conduct of the Bank or the Transferred Subsidiaries in their respective businesses as currently conducted.

Section 3.24 <u>Escheat and Unclaimed Property</u>. Except as would not reasonably be expected to be material to the Bank and the Transferred Subsidiaries, taken as a whole, neither the Bank nor any Transferred Subsidiary has any outstanding obligation in respect of escheat or unclaimed property Laws.

Section 3.25 No Other Representations or Warranties.

- (a) Except for the representations and warranties contained in this Agreement (including any certificate or other instrument delivered in connection therewith), neither Sellers nor any other Person makes any other express or implied representation or warranty on behalf of Sellers relating to Sellers, the Bank or their respective Affiliates, and Purchaser acknowledges the same.
- (b) PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT IN THE CASE OF FRAUD, SELLERS, THE BANK AND THEIR AFFILIATES WILL NOT HAVE OR BE SUBJECT TO ANY LIABILITY OR OBLIGATION TO PURCHASER OR ANY OF ITS AFFILIATES OR ANY OTHER PERSON RESULTING FROM THE MAKING AVAILABLE OR FAILING TO MAKE AVAILABLE TO PURCHASER OR ANY OF ITS AFFILIATES, OR ANY USE BY PURCHASER OR ANY OF ITS AFFILIATES OF, ANY INFORMATION, INCLUDING ANY INFORMATION, DOCUMENTS, PROJECTIONS, FORECASTS OR OTHER MATERIAL MADE AVAILABLE TO PURCHASER OR ANY OF ITS AFFILIATES IN CERTAIN "DATAROOMS" OR MANAGEMENT PRESENTATIONS IN EXPECTATION OF THE TRANSACTIONS, EXCEPT TO THE EXTENT ANY SUCH INFORMATION IS INCLUDED IN A REPRESENTATION AND WARRANTY CONTAINED IN THIS AGREEMENT (INCLUDING ANY CERTIFICATES OR OTHER INSTRUMENTS DELIVERED IN CONNECTION THEREWITH).

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF PURCHASER

Except as set forth in the Purchaser SEC Reports filed with or furnished to the SEC by Purchaser after December 31, 2018 and prior to the date hereof, the Purchaser hereby represents and warrants to Sellers, as of the date hereof (or as of such other date as may be expressly provided in any representation or warranty) and as of the Closing Date, as follows:

Section 4.1 Organization, Standing and Authority.

(a) Purchaser is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization. Purchaser has made an effective election to be treated as a financial holding company under the BHC Act. Purchaser has all corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted and is duly qualified to do business and, where such concept is recognized under applicable law, is in good standing in each jurisdiction where the character of the property owned or leased by it or the nature of its activities makes such qualification necessary, except where failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect.

- (b) Except as would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect, Purchaser Bank (i) has been duly organized, is validly existing and, where such concept is recognized under applicable law, is in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted, and (iii) is duly qualified to do business and, where such concept is recognized under applicable law, is in good standing in each jurisdiction where the character of the property owned or leased by it or the nature of its activities makes such qualification necessary. The Purchaser Bank is the only subsidiary (within the meaning of the BHC Act) of the Purchaser that is a U.S. insured depository institution, and the deposit accounts of the Purchaser Bank are insured by the FDIC through the Deposit Insurance Fund to the fullest extent permitted by law, and all premiums and assessments required to be paid in connection therewith have been paid when due, and no proceedings for the termination of such insurance are pending or threatened. The Purchaser Bank has, and at all times during the past three (3) years has had, a Community Reinvestment Act rating no lower than "Satisfactory."
- (c) Complete and accurate copies of the Constituent Documents of Purchaser, each as in effect as of the date of this Agreement, have been made available to Sellers.

Capital Structure. The authorized capital stock of Purchaser consists of (i) 4,000,000,000 shares of Section 4.2 common stock, par value \$0.01 per share (the "Purchaser Common Stock"), of which 1,482,648,646 shares were issued and outstanding and 643,077,096 were held in treasury as of September 16, 2021, and (ii) 50,000,000 shares of preferred stock, par value \$1.00 per share (the "Purchaser Preferred Stock," and, together with the Purchaser Common Stock, the "Purchaser Capital Stock"), of which 239,510 shares were issued and outstanding and none were held in treasury as of September 16, 2021. All the issued and outstanding shares of Purchaser Capital Stock have been duly authorized and are validly issued, fully paid and non-assessable. All the issued and outstanding shares of Purchaser Common Stock representing the Stock Consideration, upon their due issuance and delivery as contemplated by this Agreement, will be validly issued, fully paid and non-assessable. As of September 16, 2021, except pursuant to the U.S. Bancorp 2001 Stock Incentive Plan, the U.S. Bancorp Amended and Restated 2007 Stock Incentive Plan, the U.S. Bancorp 2015 Stock Incentive Plan, the U.S. Bancorp Executive Employees Deferred Compensation Plan, the U.S. Bank Executive Employees Deferred Compensation Plan (2005 Statement), the U.S. Bancorp Outside Directors Deferred Compensation Plan, and the U.S. Bank Outside Directors Deferred Compensation Plan (2005 Statement) (x) there are no outstanding or authorized Rights that would require Purchaser to issue, sell or otherwise cause to become outstanding any of its Purchaser Capital Stock, or to make a cash payment based on the value of any of its Purchaser Capital Stock, and (y) Purchaser does not have any commitment to authorize, issue or sell any shares of Purchaser Capital Stock or other equity interests. As of September 16, 2021, 37,023,437 shares of Purchaser Common Stock were reserved for issuance. None of Purchaser's issued and outstanding shares of Purchaser Capital Stock have been issued in violation of any preemptive rights. No bonds, debentures, notes or other indebtedness having the right to vote on any matters on which the holders of Purchaser Capital Stock may vote have been issued by Purchaser and are outstanding.

Section 4.3 <u>Corporate Authorization and Binding Effect</u>. The execution, delivery and performance by Purchaser (or any of its Affiliates that may be a party to any Transaction Document) of the Transaction Documents and the Transactions have been duly and validly authorized by all necessary corporate action of Purchaser (and, if applicable, any such Affiliate) prior to the date of this Agreement. This Agreement is a valid and legally binding obligation of Purchaser, and the other Transaction Documents to which Purchaser (and, if applicable, any such Affiliate) will be a party at Closing will be duly executed and delivered by Purchaser (and, if applicable, any such Affiliate), and assuming due authorization, execution, and delivery of the Transaction Documents by the other parties thereto, at Closing will constitute, legal, valid and binding agreements of Purchaser (and, if applicable, any such Affiliate), enforceable against Purchaser (and, if applicable, any such Affiliate) in accordance with their respective terms (except as enforceability may be limited by the Bankruptcy and Equity Exception).

Section 4.4 Regulatory Filings; No Defaults.

- (a) No consents or approvals of, or filings or registrations with, any Governmental Authority or other third party are required to be made or obtained by the Purchaser or any of its Affiliates in connection with the execution, delivery or performance by Purchaser (or any of its Affiliates that may be a party to any Transaction Document) of the Transaction Documents to which they are a party, or to effect the Transactions, except for (i) the filing of the applications, filings or notices to or with the Governmental Authorities listed in <u>Schedule 3</u>, as applicable to the Purchaser or its Affiliates, and approval of or non-objection to such applications, filings and notices; and (ii) such other consents, approvals, filings or registrations the failure of which to be obtained would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect.
- (b) Subject to the receipt of the approvals and consents referred to in <u>Schedule 3</u>, the execution, delivery and performance by Purchaser of the Transaction Documents to which it is a party and the consummation by it of the Transactions do not conflict with, contravene, constitute a violation or breach of or default under or give rise to (or give rise after the giving of notice, the passage of time or both) a right of termination, cancellation or acceleration of any obligation of Purchaser or to a loss of any benefits to which Purchaser is entitled under any provision of (i) Purchaser's Constituent Documents or (ii) assuming compliance with the requirements referred to in <u>Section 4.4(a)</u>, any applicable Law binding upon Purchaser or any of its Subsidiaries, other than violations which would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect.
- (c) As of the date hereof, Purchaser has no knowledge of any reason, with respect to itself, that the Requisite Regulatory Approvals will not be obtained in the ordinary course and without material delay.

Section 4.5 Purchaser SEC Reports; Financial Statements; No Material Adverse Effect.

Purchaser has filed or furnished, as applicable, on a timely basis, all Purchaser SEC Reports required to be filed or furnished by it with the SEC pursuant to the Exchange Act or the Securities Act since January 1, 2019 (the audited financial statements contained (or incorporated by reference) in such Purchaser SEC Reports for the fiscal years ended December 31, 2019 and December 31, 2020, and the unaudited financial statements contained (or incorporated by reference) in such Purchaser SEC Reports for the six (6)-month period ended June 30, 2021, collectively, the "Purchaser Financial Statements"). Each of the Purchaser SEC Reports, at the time of its filing or being furnished complied or, if not yet filed or furnished, will comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act, and any rules and regulations promulgated thereunder applicable to the Purchaser SEC Reports. As of their respective dates (or, if amended prior to the date of this Agreement, as of the date of such amendment), the Purchaser SEC Reports did not, and any Purchaser SEC Reports filed with or furnished to the SEC subsequent to the date of this Agreement will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading.

- (b) The Purchaser Financial Statements (i) have been derived from the books and records of Purchaser and its Subsidiaries, (ii) have been prepared in conformity with GAAP applied on a consistent basis (except as may be indicated in the notes thereto) and (iii) fairly present in all material respects the consolidated financial position of Purchaser, as of the dates thereof and their respective results of operations and cash flows for the periods then ended (except that the unaudited statements may not contain footnotes and are subject to normal year-end audit adjustments).
- (c) Except (i) as reflected or reserved against in the Purchaser Financial Statements (or disclosed in the notes thereto, if applicable), (ii) for Permitted Liens, (iii) for liabilities incurred in the ordinary course of business since June 30, 2021, or (iv) for liabilities that would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect, there are no liabilities of Purchaser of a character required under GAAP to be reflected or reserved against on a balance sheet or disclosed in the notes to an audited consolidated balance sheet of Purchaser prepared in accordance with GAAP.
- (d) Purchaser and its Subsidiaries have established and maintained since January 1, 2019, and continue to maintain, a system of internal controls over financial reporting (as defined in Rule 13a-15 under the Exchange Act). Such internal controls are designed to provide reasonable assurance regarding the reliability of Purchaser's financial reporting and the preparation of Purchaser's consolidated financial statements for external purposes in accordance with GAAP. Purchaser has disclosed, based on its most recent evaluation of its internal accounting controls by its chief executive officer and chief financial officer prior to the date hereof, to Purchaser's auditors and audit committee (i) all significant deficiencies and material weaknesses in the design or operation of internal controls which would adversely affect Purchaser's ability to record, process, summarize and report financial information for inclusion in the applicable combined financial statements and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in Purchaser's internal controls over financial reporting. Since January 1, 2019, to the knowledge of Purchaser, no material complaints from any source regarding accounting, internal accounting controls or auditing matters have been received by Purchaser and no material written complaints from Purchaser employees regarding questionable accounting or auditing matters have been received by Purchaser.
- (e) The allowances for loan losses and for credit losses contained in the Purchaser Financial Statements were and will be established in accordance with the practices and experiences of Purchaser and its Subsidiaries, and were and will be adequate under and in accordance with the requirements of GAAP, and the applicable Governmental Authorities to provide for possible losses on loans (including accrued interest receivable) and credit commitments (including stand-by letters of credit) outstanding as of the date of such balance sheet. Purchaser adopted and fully implemented CECL effective as of January 1, 2020, other than for regulatory capital purposes.
- (f) Since June 30, 2021, no event, occurrence or development has occurred or circumstance arisen that, individually or in the aggregate, would reasonably be expected to have a Purchaser Material Adverse Effect.
- (g) Since June 30, 2021, except with respect to the Transactions or changes resulting from or related to the Contagion Event or the Contagion Event Measures, through the date hereof, the business of Purchaser and its Subsidiaries was conducted, in all material respects, in the ordinary course of business.

Section 4.6 <u>Compliance with Laws</u>.

- (a) As of the date hereof, Purchaser is compliant in all material respects with all Laws applicable to the conduct of its businesses that could reasonably be expected to prevent or materially delay receipt of the Requisite Regulatory Approvals.
- (b) As of the date hereof, the Purchaser Bank is "well-capitalized" (as such term is defined in the relevant regulation of the Bank's primary bank regulator).
- Section 4.7 <u>Litigation</u>. Except as (i) disclosed in the Purchaser SEC Reports, and (ii) would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect, (A) there is no, and since January 1, 2020, has not been any, Action before any Governmental Authority against Purchaser or its Affiliates, and, to Purchaser's knowledge, no such Action has been threatened, and (B) to Purchaser's knowledge, no such Action has been threatened or commenced, that is reasonably likely to impair the ability of Purchaser to perform its obligations under the Transaction Documents or otherwise impede or delay the consummation of Transactions.
- Section 4.8 No Brokers. Except for any fees which may be due and owing to Goldman Sachs & Co. LLC, which will be paid by Purchaser, there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized

to act on behalf of Purchaser or its Affiliates who might be entitled to any fee or commission from Purchaser or its Affiliates in connection with the Transactions.

Section 4.9 <u>Availability of Funds</u>. As of the date of this Agreement, Purchaser has sufficient funds, and will at the Closing have immediately available funds in cash, to pay when due all amounts payable by it hereunder. Purchaser acknowledges that the obligations of Purchaser under this Agreement are not contingent upon or subject to any conditions regarding Purchaser's, its Affiliates' or any other Person's ability to obtain financing for the consummation of the transaction contemplated by this Agreement.

Section 4.10 <u>Investment</u>. Purchaser is acquiring the Shares for its own account as an investment without the present intent to sell, transfer or otherwise distribute the same to any other Person. Purchaser has made, independently and without reliance on Sellers (except to the extent that Purchaser has relied on the representations and warranties of Sellers in this Agreement), its own analysis of the Shares for the purpose of acquiring the Shares. Purchaser acknowledges that the Shares are not registered pursuant to any Securities Laws and that none of the Shares may be transferred, except pursuant to a registration statement or an applicable exemption under the Securities Act. Purchaser is an "accredited investor" as defined under Rule 501 promulgated under the Securities Act.

Section 4.11 Offering of Securities. Neither Purchaser nor any Person acting on its behalf has taken any action (including any offering of any securities of Purchaser under circumstances which would require the integration of such offering with the issuance of shares of Purchaser Common Stock pursuant to this Agreement under the Securities Act) that could reasonably subject the offering, issuance or sale of any of the shares of Purchaser Common Stock to Sellers pursuant to this Agreement to the registration requirements of the Securities Act.

Section 4.12 <u>No Other Representations or Warranties</u>. Except for the representations and warranties contained in this Agreement (including any certificate or other instrument delivered in connection therewith), neither Purchaser nor any other Person makes any other express or implied representation or warranty on behalf of Purchaser relating to Purchaser or its Affiliates, and Sellers acknowledge the same.

ARTICLE 5 COVENANTS

Section 5.1 Access and Reports.

To the extent permitted by applicable Law and as may be reasonable in light of Contagion Event Measures, from the date hereof until the earlier of the Closing Date or the termination of this Agreement, Sellers shall, and shall cause their Affiliates to, provide to Purchaser and to Purchaser's Representatives reasonable access upon reasonable prior notice and request, during the Bank's normal business hours, to the officers, employees, properties, books, contracts and records of the Bank and the Transferred Subsidiaries. Purchaser shall, and shall cause its Representatives to, conduct its inspections and investigations under this Section 5.1 in a manner that will not unreasonably interfere with the conduct of the business of Seller and its Affiliates (including the Bank or the Transferred Subsidiaries). Notwithstanding the foregoing, none of the Sellers, the Bank or any of the Transferred Subsidiaries shall be required to disclose any information where disclosure (A) would reasonably be expected to result in the loss of any legal privilege or contravene any Law (including those related to confidential supervisory information), (B) would reasonably be expected to result in the disclosure of any trade secrets or competitively sensitive information of Seller or its Affiliates or of a third party to whom Seller and its Affiliates have confidentiality obligations or (C) would reasonably be expected to result in Purchaser gaining access to any information relating to the Excluded Assets and Liabilities (other than expressly contemplated by the Transaction Documents); provided that the parties shall use commercially reasonable efforts to make other arrangements (including redacting information or making substitute disclosure arrangements) that would enable such access or furnishing of information to Purchaser to occur without contravening any of the foregoing clauses (A), (B) and (C). All information received pursuant to this Section 5.1 shall be governed by the terms of Section 5.5.

- Following the Closing, to the extent permitted by applicable Law, Sellers may retain copies of books and records of the Bank and the Transferred Subsidiaries and, with respect to any books and records for which Sellers do not retain copies, the Purchaser agrees to provide (or cause its Affiliates to provide) the Sellers with reasonable access to such books and records and other documents that the Purchaser acquires pursuant to this Agreement and, to the extent permitted by applicable Law and as may be reasonable in light of Contagion Event Measures, reasonable access upon reasonable prior notice and request, during normal business hours, to its assets, properties and employees, in each case, to the extent that such access is reasonably required by Sellers or any of their Affiliates to (x) defend, prosecute, appeal or cooperate with any judicial, arbitral or regulatory proceeding, audit or investigation to which Sellers or any of their Affiliates is a party and which relates to the Bank or any Transferred Subsidiary or otherwise to the business and affairs thereof prior to the Closing, (y) prepare financial statements or regulatory filings of Sellers in respect of periods ending on or prior to the Closing Date, or (z) comply with the terms of this Agreement, any other Transaction Document, any applicable Law or request of any Governmental Authority; provided that all books, records, information and materials of the Bank and the Transferred Subsidiaries, including customer lists (collectively, and together with any reports, analyses, compilations, memoranda, notes and any other writings that contain, reflect or are based upon such information, "Confidential Information"), shall be subject to the confidentiality provisions of Section 5.5 and no Confidential Information may be made available to Sellers' Representatives or to any of Sellers' Affiliates or their respective Representatives unless such Person agrees to maintain the confidentiality of the Confidential Information pursuant to Section 5.5 (and, in any event, Sellers shall be liable for any failure of such Affiliates or Representatives to act in accordance with Section 5.5); provided, further, that neither the Purchaser nor any of its Affiliates shall be required to provide such access to the extent that doing so (A) would reasonably be expected to result in the loss of any legal privilege, contravene any Law or fiduciary obligations (including those related to confidential supervisory information), or (B) would reasonably be expected to result in the disclosure of any trade secrets or competitively sensitive information of Purchaser or its Affiliates or of a third party to whom Purchaser or its Affiliates have confidentiality obligations; provided that the parties shall use commercially reasonable efforts to make other arrangements (including redacting information or making substitute disclosure arrangements) that would enable such access or furnishing of information to the Sellers to occur without contravening such privilege or applicable Law. The Purchaser agrees to (or to cause its relevant Affiliates (including the Bank after the Closing) to) retain and preserve all books and records and all other documents that it or they acquire pursuant to this Agreement, in compliance with all applicable Law.
- C) At or prior to the Closing, to the extent that any books and records of the Bank and the Transferred Subsidiaries are in the possession of Sellers or any of their Affiliates (other than the Bank and the Transferred Subsidiaries) and not also in the possession of the Bank or the Transferred Subsidiaries, Sellers shall, and shall cause their Affiliates to, use reasonable best efforts to effect the physical and/or electronic transfer of such books and records to the Bank (in each case, at Sellers' cost and expense); provided that if any such books and records are not transferred to the Bank on or prior to the Closing, Sellers and their Affiliates shall continue to use reasonable best efforts to transfer such books and records to the Bank following the Closing; and provided, further, that to the extent any such books and records contain material regarding the Excluded Assets and Liabilities or does not pertain or relate to the assets, liabilities, properties, business, conduct, personnel and/or operations of the Bank or the Transferred Subsidiaries, such material may be redacted from such books and records.

Section 5.2 Conduct of the Business.

- (a) Except as (i) set forth in Section 5.2(a) of the Sellers' Disclosure Schedule or (ii) as is necessary and commercially reasonable in response to a Contagion Event or Contagion Event Measures, subject to Sellers providing Purchaser with advance notice and obtaining Purchaser's prior written consent in respect of any such action (unless it is not reasonably practicable under the circumstances to provide such prior notice and obtain prior consent, in which case Sellers shall provide notice to Purchaser as soon as reasonably practicable), from the date hereof until the earlier of the Closing Date or the termination of this Agreement, the Sellers shall cause the Bank and the Transferred Subsidiaries to (1) carry on their businesses in the ordinary course of business in all material respects; (2) use commercially reasonable efforts to preserve their present business organizations and relationships; and (3) use commercially reasonable efforts to preserve the rights, franchises, goodwill and relations of their customers, clients and others with whom business relationships exist; provided, that this Section 5.2(a) shall not apply to the Excluded Assets and Liabilities.
- (b) Except as set forth in Section 5.2(b) of the Sellers' Disclosure Schedule or to the extent required to effect the Excluded Assets and Liabilities Transfer, from the date hereof until the earlier of the Closing Date or the termination of this Agreement, except as (A) otherwise expressly required by this Agreement, (B) consented to in writing in advance by Purchaser (which consent shall not be unreasonably conditioned, withheld or delayed), or (C) required by applicable Law, Sellers shall cause the Bank and the Transferred Subsidiaries not to:
 - (i) amend the Bank's or any Transferred Subsidiaries' Constituent Documents or permit any waiver or grant any consent under their respective Constituent Documents;
 - (ii) (A) merge or consolidate with any other Person, (B) acquire (including by merger, consolidation, or acquisition of stock or assets) any interest in any other Person or any division thereof or any assets, securities or property, other than (x) acquisitions of securities under the Bank's or an applicable Transferred Subsidiary's investment portfolio consistent with the Bank's or an applicable Transferred Subsidiary's investment policy in effect as of the date hereof, (y) as may be deemed necessary or advisable by it in the exercise of its rights in connection with an Extension of Credit, or (z) acquisitions in the ordinary course of business, or (C) adopt a plan of complete or partial liquidation, dissolution, recapitalization, restructuring or other reorganization;

- (iii) issue, transfer, award, grant or otherwise permit to become outstanding, or dispose of or encumber or pledge, or authorize or propose the creation of, any additional Shares or Rights or any additional shares of capital stock of the Bank, or any Transferred Subsidiary, or any Rights relating to the same, or for which the Bank or any Transferred Subsidiary would have any liability;
- (iv) (A) directly or indirectly adjust, split, combine or reclassify, subdivide or otherwise amend the terms of, purchase or otherwise acquire, any shares of its stock or debt securities or any Rights related to the same, (B) declare or pay any noncash dividend or make any other noncash distribution in respect of any of the Bank's capital stock, or (C) declare or pay any cash dividend or make any other cash distribution in respect of any of the Bank's capital stock after the Estimated Closing Balance Sheet Date (other than the Special Dividend Transaction);
- (v) pay, discharge, settle or compromise any Action or threatened Action, other than any payment, discharge, settlement or compromise in the ordinary course of business that (A) does not create negative precedent for other pending or potential proceedings, actions or claims, (B) does not involve monetary damages or other settlement that would exceed \$5,000,000 individually or \$20,000,000 in the aggregate in excess of reserves as they existed on June 30, 2021, (C) does not involve injunctive relief or any other non-monetary relief (other than other non-monetary relief in the ordinary course of business), or (D) relates to the Excluded Assets and Liabilities;
- (vi) (A) make any new Extension of Credit (x) in an amount in excess of \$50,000,000 to a single borrower or group of related borrowers, (y) where the borrower's senior funded debt to EBITDA ratio is more than 5.0 or the loan to value ratio is in excess of supervisory limits, in each case as computed by the Bank in the ordinary course of business, and (z) where the borrower's interest coverage ratio, as computed by the Bank in the ordinary course of business, is less than 1.1 or (B) make any renewed Extension of Credit that is classified as "special mention" or "criticized" or words of similar imports by the Bank in the ordinary course of business (for the avoidance of doubt, it being understood that the restrictions under this Section 5.2(b)(vi) shall not apply to any Extension of Credit that currently is or that will be included in the Excluded Assets and Liabilities); provided that, promptly following the date hereof the parties shall agree on a process for seeking any approvals required as a result of the foregoing covenant; provided, further, that, at a minimum such process shall include an obligation on the part of Purchaser to consent or provide written notice of objection to any such new or renewed Extension of Credit in writing within two (2) Business Days from the date the applicable Transferred Subsidiary provides Purchaser with written notice of such new Extension of Credit together with the related credit approval memo and other materials used by the applicable Transferred Subsidiary for internal approval purposes (and any failure to so respond shall be deemed to be consent to the applicable new or renewed Extension of Credit);
- (vii) other than (x) in the ordinary course of business (it being understood and agreed that "in the ordinary course of business" for purposes of this clause (vii) shall include the creation of deposit liabilities, issuances of credit, purchases of federal funds, borrowings from any Federal Home Loan Bank, sales of certificates of deposit, issuances of commercial papers, entry into repurchase agreements and satisfaction of legal requirements in the exercise of trust powers, in each case, on terms and in amounts consistent with past practice) or (y) for any Excluded Assets and Liabilities, (A) subject any material asset of the Bank or of any Transferred Subsidiary to a Lien or permit, allow or suffer to exist any Lien in respect thereof, other than Permitted Liens; or (B) incur any liability for borrowed money (or guarantee any indebtedness for borrowed money), issue any debt securities, assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person (other than a Transferred Subsidiary);

- (viii) dispose of any material assets (without limiting <u>Section 5.2(b)(xii)</u>, other than Intellectual Property) to any person other than a Transferred Subsidiary, including existing branches of the Bank, except in the ordinary course of business or pursuant to Contracts in force as of the date of this Agreement;
- other than as required by the terms of any Benefit Plan existing as of the date hereof, (A) increase the compensation or benefits of any Business Employee, other than the payment of incentive compensation for completed performance periods based upon corporate performance, the performance of such employee and, if applicable, such employee's business, in each case determined in accordance with the terms of the applicable Benefit Plan and in the ordinary course of business consistent with past practice, (B) enter into any change-in-control, retention, employment, severance, termination or other similar agreement or arrangement with any Business Employee, or increase or commit to increase the change-in-control, severance or termination pay or benefits payable to any Business Employee, (C) pay or award, or commit to pay or award, any bonuses or incentive compensation to any Business Employee other than incentive compensation payments contemplated by clause (A) above, (D) enter into, establish, adopt, terminate or amend any Benefit Plan or any plan, program, arrangement, practice or agreement that would be a Benefit Plan if it were in existence on the date hereof, except for de minimis administrative amendments that would not increase the benefits provided thereunder or the cost thereof to the Bank and the Transferred Subsidiaries, (E) take any action to amend or waive any performance or vesting criteria or accelerate vesting, exercisability or funding under any Benefit Plan, with respect to any Business Employee, (F) hire any Business Employee, other than as permitted under Section 5.10(e), (G) terminate the employment of any Business Employee with the title of Managing Director or above, other than for cause or pay any severance, termination pay or benefits to any employee without obtaining an effective comprehensive general release of claims against the Bank and the Transferred Subsidiaries, (H) transfer the employment of any Business Employee to Sellers or any of their Affiliates (other than the Bank or any Transferred Subsidiary), or transfer the employment of any employee, officer, director, or natural person independent contractor of Sellers or any of their Affiliates (other than the Bank or any Transferred Subsidiary) to the Bank or its Affiliates (other than as permitted under Section 5.10(e)), (I) grant to any Business Employee any right to reimbursement, indemnification, or payment for any Taxes incurred under Section 409A or 4999 of the Code, or (J) recognize any union, labor organization or employee association as the representative of any Business Employees, or enter into, establish or adopt any Collective Bargaining Agreement;
- other than the capital expenditures (A) pre-approved by Purchaser in writing or capital expenditures necessary for safety and soundness purposes or (B) made with respect to the businesses that currently are or will be included in the Excluded Assets and Liabilities (to the extent all payment obligations thereunder are taken into account in the Estimated Closing TBV and Closing TBV), undertake or authorize any capital expenditures not contemplated by the budget set forth on in $\underbrace{Section 5.2(b)(x)}_{CD}$ of the Sellers' Disclosure Schedule that are, in the aggregate, in excess of \$30,000,000 per annum;
- (xi) change any method of financial accounting or accounting practice or policy, except as may be required from time to time by GAAP and/or requirements under applicable Law (including applicable regulatory accounting principles) (without regard to any optional early adoption date);
- (xii) except for non-exclusive license in the ordinary course of business and expiration of Intellectual Property at the end of its natural term, sell, assign, transfer, dispose of, abandon, allow to expire or license any material Intellectual Property owned by the Bank or any Transferred Subsidiary;
- (xiii) (A) make, change or revoke any material Tax election, (B) change any material method of Tax accounting, (C) change any material Taxable year or period, (D) enter into any material closing agreement with respect to Taxes, (E) file any material amended Tax Return, (F) settle or compromise any material Tax claim or assessment, or (G) surrender any material claim for a refund of Taxes, in each case except to the extent such action (1) solely relates to the Seller's consolidated, combined, affiliated or unitary Tax returns and (2) would not reasonably be expected to have the effect of materially increasing the Tax liability of Purchaser for any period ending after the Closing Date;
- (xiv) make application for the opening, relocation or closing of any, or open, relocate or close any, branch or automated banking facility of the Bank, other than those pending as of the date of this Agreement and set forth in Section 5.2(b)(xiv) of the Sellers' Disclosure Schedule, or permit the revocation or surrender by the Bank or any Transferred Subsidiary of its certificate of authority to maintain any such facility, except as may be required by any Governmental Authority;

- (xv) enter into any material new line of business or change in any material respect its lending, underwriting, risk and asset liability management and other banking, operating, and servicing policies, except (A) as required by applicable Law, (B) as otherwise may be requested by a Governmental Authority, (C) as necessary for safety and soundness purposes, or (D) as solely related to the Excluded Assets and Liabilities;
- (xvi) except (A) in the ordinary course of business or (B) as solely related to the Excluded Assets and Liabilities, (x) amend, modify or change any investment practices of the Bank or any Transferred Subsidiary or (y) make any change in any material respect to the investment portfolio of the Bank or any Transferred Subsidiary in terms of duration, credit, quality or type of interests, except as required by applicable Law;

- (xvii) except in the ordinary course of business, (A) materially amend, waive, modify or consent to the termination of any Material Contract, (B) enter into any Contract that would have been a Material Contract if in effect as of the date hereof, or (C) enter into any Contract with any Affiliate or engage in any transaction with any Affiliate (other than solely by and among the Bank and the Transferred Subsidiaries);
- (xviii) knowingly take any action (including a business acquisition, sale or other strategic transaction) that, or fail to take any action if such failure, would reasonably be expected to prevent, materially impede or materially delay the consummation of the Transactions, or impair the Sellers' ability to perform their obligations under this Agreement or consummate the Transactions;
- (xix) make any change that, to the Sellers' Knowledge, will have an ongoing material adverse effect on the operation or security of any IT Assets owned or controlled by the Bank or any Transferred Subsidiary, except as required by applicable Law;
- (xx) knowingly take any action that is intended or reasonably likely to result in any of the conditions set forth in <u>ARTICLE 6</u> not being satisfied; or
- (xxi) authorize, announce an intention, or enter into any agreement or commitment with respect to any of the foregoing.
- (c) During the period through the Closing Date or earlier termination of this Agreement, except as (A) otherwise expressly contemplated by the Transaction Documents, (B) consented to in writing in advance by Seller Holdco (which consent shall not be unreasonably withheld, conditioned or delayed), or (C) required by applicable Law, Purchaser shall not, and shall cause its Subsidiaries not to:
 - (i) amend the Constituent Documents of Purchaser or any Subsidiary in a manner that would impair Purchaser's ability to perform its obligations under the Transaction Documents or consummate the Transactions on a timely basis;
 - (ii) adjust, split, combine or reclassify any capital stock of Purchaser or make, declare or pay any extraordinary dividend on any capital stock of Purchaser, in each case unless the Stock Consideration is equitably adjusted (which may be effected upon notice by Purchaser to Sellers) to provide Sellers the same economic effect as contemplated by this Agreement prior to such event;

- (iii) knowingly take any action (including a business acquisition, sale or other strategic transaction) that, or fail to take any action if such failure, would reasonably be expected to prevent, materially impede or materially delay the consummation of the Transactions Agreement, or impair Purchaser's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby;
- (iv) knowingly take any action that is intended or reasonably likely to result in any of the conditions set forth in <u>ARTICLE 6</u> not being satisfied; or
- (v) authorize, announce an intention, or enter into any formal or informal agreement or commitment with respect to any of the foregoing.

Section 5.3 <u>Efforts; Regulatory Filings and Other Actions.</u>

During the period from the date hereof continuing through the Closing, Sellers and the Purchaser and their (a) respective Subsidiaries shall cooperate and use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the Transactions and to cooperate with the other party in connection with the foregoing, including, to prepare as promptly as practicable all documentation, to make all filings and to obtain all consents, approvals, waivers, Permits and other authorizations of all Governmental Authorities (and the expiration or termination of all statutory waiting periods in respect thereof) required to consummate the Transactions, including those described in Schedule 3 attached hereto (the "Requisite Regulatory Approvals"), and shall make all necessary filings in respect thereof as promptly as practicable (and in any event (x) with respect to the Federal Reserve Approval and the OCC Approval, within fifteen (15) days of the date of this Agreement, subject to the timely receipt from Sellers of all necessary financial information, (y) with respect to the FDIC Approval and the Special Dividend Approval, within fifteen (15) days of Purchaser's agreement to a final form of the P&A Agreement that is substantially complete so as to enable a filing to occur and (z) with respect to the JFSA Approval, within 90 days of Purchaser's agreement to a final form of the P&A Agreement that is substantially complete so as to enable a filing to occur). In furtherance of the foregoing, the Purchaser and Sellers shall, and shall cause their respective Affiliates to, use their reasonable best efforts to avoid the entry of, or to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent that would restrain, prevent or delay the Closing; provided, however, that notwithstanding any other provision of this Agreement that may be to the contrary, Purchaser and Sellers, respectively, shall not be required to take any action, or commit to take any action, or agree to any condition or restriction, that would, individually or in the aggregate, reasonably be expected to result in (A) a Purchaser Material Adverse Effect, in the case of Purchaser, or (B) a material adverse effect on Sellers and their Affiliates, taken as a whole, in the case of Sellers (in the case of each of clause (A) and clause (B), measured on a pro forma basis giving effect to the Transactions).

- Each party shall, subject to applicable Law, (i) permit counsel for the other party a reasonable opportunity to review in advance any proposed filing, application, correspondence or other written communication to any Governmental Authority in connection with the Transactions (except where such communication (x) is made to a Governmental Authority other than in respect of a Requisite Regulatory Approval, and (y) relates to the businesses that currently are or will be included in the Excluded Assets and Liabilities Transfer and the transfer of which in connection with the Excluded Assets and Liabilities Transfer is not subject to a Requisite Regulatory Approval), (ii) consider in good faith the views of the other party or its counsel with respect to any such filing, application, correspondence or other written communication, and (iii) provide counsel for the other party with copies of all filings, applications or other written submissions made by such party, and all material correspondence between such party (and its advisors) with any Governmental Authority and any other information supplied by such party and such party's Affiliates to a Governmental Authority or received from such a Governmental Authority in connection with the Transactions (except where such communication (x) is made to a Governmental Authority other than in respect of a Requisite Regulatory Approval, and (y) relates to the businesses that currently are or will be included in the Excluded Assets and Liabilities Transfer and the transfer of which in connection with the Excluded Assets and Liabilities Transfer is not subject to a Requisite Regulatory Approval), in each case in such a manner as may be reasonable under the circumstances during a Contagion Event; provided, however, that materials may be excluded or redacted as necessary (A) to comply with applicable Law, or (B) to address reasonable privilege or confidentiality concerns. Each party agrees that it will use reasonable best efforts to (1) keep the other party apprised of the status of matters relating to all applications and notices to Governmental Authorities related to the Transactions and developments related thereto, and (2) give the other party reasonable advance notice of, and except as may be impermissible due to the anticipated discussion of a party's confidential supervisory information, allow the other party to participate in, any substantive meetings or discussions held with any Governmental Authority (other than routine or local supervisory team meetings or discussions) concerning such applications or notices to Governmental Authorities related to the Transactions (and give due consideration in good faith to any reasonable request of the other party with respect to any such participation); provided that such participation is not objected to by such Governmental Authority. The parties covenant and agree not to extend any waiting period associated with any Requisite Regulatory Approval or enter into any agreement with any Governmental Authority not to consummate the Transactions, except with the prior written consent of the other party hereto.
- (c) The parties further covenant and agree that (i) with respect to any threatened or pending preliminary or permanent Government Order that would adversely affect the ability of the parties hereto to consummate the Transactions, to use their respective reasonable best efforts to prevent the entry, enactment or promulgation thereof, as the case may be, and (ii) in the event that any Action is commenced after the date hereof challenging any of the parties' rights to consummate the Transactions, the parties shall use their reasonable best efforts, and take all reasonable actions necessary and appropriate, to contest such Action.
- (d) Each party represents, warrants and agrees that any information furnished by it for inclusion in any regulatory application will to its Knowledge be true and complete in all material respects as of the date so furnished.
- (e) Sellers shall, and shall cause their Affiliates (including the Bank and the Transferred Subsidiaries) to, use reasonable best efforts to obtain all Third Party Consents as soon as practicable; <u>provided</u>; that, without Purchaser's consent, the Bank and the Transferred Subsidiaries shall not offer or grant any accommodation (financial or otherwise) to any third party in connection therewith unless Sellers fully bear all such obligations (whether by being taken into account in the Closing Balance Sheet or being treated as a Transaction Expense).

- Subsidiary that is registered as an investment adviser (each, an "Adviser Subsidiary") with the SEC under the Investment Advisers Act of 1940, as amended, to send a notice to each Advisory Client informing such Advisory Client of the transactions contemplated by this Agreement and use their respective reasonable best efforts to seek the consent of each such Advisory Client, in accordance with the requirements of its Advisory Contract and applicable Law, to the "assignment" (as defined in the Investment Advisers Act of 1940, as amended) of such Advisory Contract resulting from the change in ownership of the Adviser Subsidiaries upon the consummation of the transactions contemplated hereby (it being understood that, except to the extent the applicable Advisory Contract or Law requires consent to such assignment to be obtained in writing, the implied or "negative" consent of the applicable Advisory Client to such assignment shall be deemed sufficient). For purposes of the foregoing, "Advisory Client" means any Person to which an Adviser Subsidiary provides investment advisory services pursuant to an Advisory Contract; and "Advisory Contract" means any agreement between an Adviser Subsidiary and any Person pursuant to which an Adviser Subsidiary agrees to provide investment advisory services to such Person.
- (g) The Sellers shall provide Purchaser with a reasonable opportunity to review and comment upon any notice or consent letter and other material correspondence sent to third parties to obtain the Third Party Consents or the consents of the Advisory Clients contemplated by Section 5.3(e) or Section 5.3(f), respectively, prior to the distribution of such correspondence and shall consider in good faith reasonable comments made by Purchaser with respect thereto.
- Notice of Changes. To the extent permitted by applicable Law, each party hereto shall keep the other party apprised of the status of matters relating to the consummation of the Transactions, including promptly furnishing the other with copies of any material notices or other communications received by such party or, to the Knowledge of such party, its Representatives from any third party or any Governmental Authority with respect to the consummation of the Transactions. Each party shall give prompt notice to the other party of any development or combination of developments that, individually or in the aggregate, is reasonably likely to (i) cause it to fail to comply with or satisfy in any material respect any covenant, condition or agreement under this Agreement or (ii) prevent, materially delay or materially impair its ability to consummate the Transactions; provided, however, that no such notification shall affect the representations, warranties, covenants or agreements of the parties, the conditions to the obligations of the parties under this Agreement or any remedies for any breach of the representations, warranties, covenants or agreements herein. Each party shall give prompt notice to the other party of any fact, event or circumstance known to it that is reasonably likely, individually or taken together with all other facts, events and circumstances known to it, (x) with respect to Sellers, the Bank or any Transferred Subsidiary, (A) to result in any Material Adverse Effect, (B) to result in a breach of any of Sellers' representations or warranties herein either on such date or on the Closing Date or any of their covenants hereunder; (C) to result in the failure of the satisfaction of the conditions to Closing or make the satisfaction of any of the foregoing impossible or unlikely; or (D) to prevent, materially delay or materially impair the ability of Sellers, the Bank or any Transferred Subsidiary to consummate the Transactions; and (y) with respect to Purchaser, (A) to result in any Purchaser Material Adverse Effect, (B) to result in a breach of any of Purchaser's representations or warranties herein either on such date or on the Closing Date or any of its covenants hereunder; (C) to result in the failure of the satisfaction of the conditions to Closing or make the satisfaction of any of the foregoing impossible or unlikely; or (D) to prevent, materially delay or materially impair the ability of Purchaser to consummate the Transactions.

Confidentiality. Each of Sellers and Purchaser acknowledges that the information provided to it, its Affiliates or their Representatives (the "Receiving Party") by the other party, such party's Affiliates or their Representatives (the "Disclosing Party") prior to the Effective Time in connection with this Agreement is subject to the Confidentiality Agreements. As of the Effective Time, the Confidentiality Agreements shall terminate. Following the Effective Time, all confidential information relating to the Disclosing Party and its Affiliates which was provided or conveyed to or obtained by Receiving Party in accordance with the applicable Confidentiality Agreement and any other information that the Disclosing Party furnished or furnish to the Receiving Party, or that the Bank and the Transferred Subsidiaries have maintained after the Closing or that the Sellers or any of their Affiliates retains or receives pursuant to Section 5.1, including any technical, scientific, trade secret or other proprietary information of a Disclosing Party (including the Bank and the Transferred Subsidiaries) with which the Receiving Party came or comes into contact in the course of the negotiation and consummation of the Transactions or retains or receives pursuant to Section 5.1, whether before or after the date of the applicable Confidentiality Agreement, together with any reports, analyses, compilations, memoranda, notes and any other writings prepared by a Disclosing Party that contain, reflect or are based upon such information, shall be and continue to be kept confidential by the Receiving Party for a period of two (2) years following the Closing Date, except (i) pursuant to a Government Order, as required in any Action, or as otherwise required by applicable Law or administrative process (in which case the Receiving Party shall provide the Disclosing Party prompt notice thereof to the extent legally permissible and practical and shall cooperate with the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy); (ii) for information that is or becomes generally available to the public other than as a result of a breach of this Section 5.5 or the applicable Confidentiality Agreement; and (iii) to the extent that such information is or has become known to the Person receiving such information on a non-confidential basis from a source who to the Knowledge of such Receiving Party is not breaching any contractual, legal or fiduciary obligation or applicable Law by making such disclosure (in the case of information relating to the Bank or the Transferred Subsidiaries, this clause (iii) shall apply only to the extent that Sellers come to know such information after the Closing Date), and such Receiving Party shall not use, and shall cause its Affiliates not to use, the information described in this Section 5.5 in connection with the conduct of its or its Affiliates' businesses or for any other purpose, except as required for financial or tax reporting or by applicable Law or as necessary to enforce the Receiving Party's or the Bank's and the Transferred Subsidiaries' (following the Closing) rights and remedies under this Agreement or the other Transaction Documents; provided, however, that following the Closing, the Purchaser shall be deemed to be the Disclosing Party, and Sellers shall be deemed to be the Receiving Party, for purposes of all information of or relating to the Bank and the Transferred Subsidiaries (except to the extent such information relates to the Excluded Assets and Liabilities), and, accordingly, after the Effective Time, Purchaser shall not be subject to any of the confidentiality restrictions set forth in this Section 5.5 with respect to such information of or relating to the Bank and the Transferred Subsidiaries.

Section 5.6 <u>Publicity.</u> During the period from the date of this Agreement continuing through the Closing, Purchaser and Sellers shall, and shall cause their respective Affiliates to, consult with each other before issuing any press release or public statement or making any other public disclosure (including any broad-based employee communication) related to this Agreement and the Transactions and shall not issue any such press release or public statement or make any other such public disclosure without the prior written consent of Purchaser or Sellers, as the case may be, which shall not be unreasonably withheld, delayed or conditioned; <u>provided</u> that nothing in this <u>Section 5.6</u> shall be deemed to prohibit Purchaser or Sellers or any of their respective Affiliates from making any disclosure necessary in order to satisfy its disclosure obligations imposed by applicable Law or any stock exchange or self-regulatory organization so long as it makes a good faith attempt to provide the other party with prior notice of any such disclosure and address any comments or concerns raised by the other party in good faith.

Section 5.7 Non-Compete; Non-Solicitation.

- (a) During the period beginning on the Closing Date and ending on the second (2nd) anniversary thereof (the "Non-Compete Term"), Sellers and their Controlled Affiliates shall not, directly or indirectly, own an equity interest in, or manage, operate or control, any Person engaged in or otherwise engage in the Restricted Banking Business in the Restricted Territory (a "Competing Banking Business").
- (b) Sellers have delivered to Purchaser a list of the Restricted Customers and a list of the Excluded Customers, in each case, prior to the date of this Agreement. Such lists shall be updated by Sellers and delivered to Purchaser within two (2) Business Days prior to the Closing Date to reflect the then-current lists of Restricted Customers and Excluded Customers; provided that such lists shall be delivered in preliminary form to Purchaser for review at least twenty (20) Business Days prior to the Closing Date. During the Non-Compete Term, Sellers and their Controlled Affiliates shall not, directly or indirectly, solicit any Restricted Customers for financial products or services in the Restricted Territory.
- (c) For the avoidance of doubt, notwithstanding the foregoing, nothing in this <u>Section 5.7</u> shall prohibit or in any way limit the following:
 - (i) the provision of services or products by any Person other than Sellers or any of their Controlled Affiliates;
 - (ii) the provision of services or products by Sellers or any of their Affiliates, directly or through trading platforms, to (A) the Excluded Customers or (B) any other customers of Sellers or any of their Affiliates (other than the Restricted Customers) that have a bona fide non-U.S. banking relationship with Sellers or any of their Affiliates, which may involve the provision of products or services that are incidental to the non-U.S. banking relationship through branches or offices of Sellers or any depository institution Affiliate of Sellers (which, for the avoidance of doubt, may have branches or offices in the Restricted Territory);

- (iii) Sellers or any of their Affiliates from acquiring, owning or holding any of the outstanding securities of an entity, whether or not in the United States; <u>provided</u> that (x) Sellers or any of their Affiliates shall not be presumed to control such entity under the BHC Act and the Federal Reserve's regulations and guidance thereunder and (y) with respect to any entity that is a "bank" or "bank holding company" as defined in the BHC Act (other than any entity in which Sellers or any of their Affiliates have an investment as of the date of this Agreement which is, as of the date hereof, or which becomes, after the date hereof, a bank or bank holding company, as so defined), Sellers or any of their Affiliates shall not acquire, own or hold, five percent (5%) or more of the outstanding securities of such entity;
- (iv) Sellers or any of their Affiliates from acquiring, owning, holding or exercising rights of ownership with respect to a security solely in a fiduciary, custodial or agency capacity or otherwise for the benefit of or on behalf of clients or other unaffiliated beneficiaries;
- (v) Sellers or any of their Affiliates from, directly or indirectly, acquiring (whether by merger, consolidation or otherwise) a Person that operates or engages in a Competing Banking Business in the Restricted Territory if such Competing Banking Business represents no more than ten percent (10%) of such Person's business (measured, for purposes of this clause (v), based on the percentage of total assets of the Competing Banking Business in the Restricted Territory relative to the overall consolidated total assets of the Person acquired as of the end of the most recent fiscal quarter prior to the date of entering into the agreement providing for the applicable acquisition); or
- (vi) Sellers and their Affiliates from undertaking general advertising or marketing campaigns not targeting Restricted Customers.
- (d) Following the Closing, Sellers shall not, and Sellers shall cause their Controlled Affiliates not to, use any customer lists of the Bank or any Transferred Subsidiary in connection with the operation of their businesses.
- (e) For the avoidance of doubt, this <u>Section 5.7</u> (other than subsection (d)) shall not apply to any Controlled Affiliate if the Sellers cease to control, directly or indirectly, such Affiliate.
- (f) If any provision contained in this Section 5.7 shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Section 5.7, but this Section 5.7 shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. It is the intention of the parties that, if any of the restrictions or covenants contained in this Section 5.7 are held to cover a geographic area or to be for a length of time which is not permitted by applicable Law, or in any way construed to be too broad or to any extent invalid, such provision shall not be construed to be null, void and of no effect, but to the extent such provision would be valid or enforceable under applicable Law, the parties shall construe and interpret or reform this Section 5.7 to provide for a covenant having the maximum enforceable geographical area, time period and other provisions (not greater than those contained herein) as shall be valid and enforceable under such applicable Law.
- (g) Nothing in this Agreement shall require any party or any of its Affiliates to terminate any instruments, accounts or agreements of or with any customer or client in effect as of the date hereof, or prohibit or otherwise limit any of them from either accepting or making deposits and withdrawals to and from such accounts or performing their respective binding obligations in effect on the date hereof and as of the Closing Date under such instruments or agreements.

Section 5.8 <u>Employee Non-Solicitation</u>.

- (a) Neither Sellers nor any of their Controlled Affiliates shall, directly or indirectly, solicit for employment or employ (i) any Covered Continuing Employee during the period beginning on the Closing Date and ending on the date that is two (2) years after the Closing Date and (ii) any Continuing Employee who is not a Covered Continuing Employee during the period beginning on the Closing Date and ending on the date that is one (1) year after the Closing Date; provided, however, that nothing herein shall be deemed to prohibit any of Sellers or their Controlled Affiliates (or any of their Controlled Affiliates) from conducting any general solicitation or general recruitment effort conducted by a third party and not targeted at any such Continuing Employees or prohibit the solicitation or employment of any Continuing Employee that was terminated by Purchaser or any of its Affiliates (including, after Closing, the Bank and the Transferred Subsidiaries). From the date of this Agreement through the Closing Date, neither Sellers nor any of their Controlled Affiliates shall, directly or indirectly, solicit for employment or employ at Sellers or any of their Controlled Affiliates (other than the Bank and the Transferred Subsidiaries) any Business Employee; provided, however, that nothing herein shall be deemed to prohibit any of Sellers or their Controlled Affiliates (or any of their Controlled Affiliates) from conducting any general solicitation or general recruitment effort conducted by a third party and not targeted at any such Business Employees.
- (b) During the period beginning on the Closing Date and ending on the date that is twelve (12) months after the Closing Date, neither Purchaser nor any of its Controlled Affiliates (including, after Closing, the Bank and the Transferred Subsidiaries) shall, directly or indirectly, solicit for employment any employee of Sellers or any of their Controlled Affiliates (including the Excluded Employees) of whom Purchaser or any of its Controlled Affiliates was made aware, or with whom Purchaser or any of its Controlled Affiliates came into contact, in connection with the Transactions; provided, however, that nothing herein shall be deemed to prohibit any of Purchaser or any of its Controlled Affiliates from conducting any general solicitation or general recruitment effort conducted by a third party and not specifically targeted at any such employee of Sellers or their Controlled Affiliates (including the Excluded Employees) or prohibit the solicitation or employment of any such employee that was terminated by Sellers or any of their Affiliates.

Section 5.9 Taxes.

(a) <u>Indemnification</u>. From and after the Closing,

- (i) Seller and its Affiliates (other than the Bank and the Transferred Subsidiaries) shall pay or cause to be paid and hereby agree to indemnify and hold the Purchaser Indemnified Parties harmless from and against (1) any Excluded Taxes, (2) any reduction in the balance of the net deferred Tax asset that was included in TBV, which shall be determined by comparing the balance of the net deferred Tax asset actually included in TBV with a determination of the hypothetical balance of such net deferred Tax asset immediately following the filing of any Tax Returns relating to the Seller Tax Period (and the Seller portion of any Straddle Period), (3) any reduction in the net deferred Tax asset which was included in TBV by reason of any Tax Proceeding; and (4) any incremental Taxes incurred by Purchaser or any of its Affiliates due to the disallowance in any Tax Proceeding of the net deferred Tax asset included in TBV.
- (ii) Purchaser shall pay or cause to be paid and hereby agrees to indemnify and hold Seller and its Affiliates harmless from and against any Purchaser Indemnified Taxes. Seller shall be entitled to any refunds of Taxes (whether in the form of cash received or a credit against Taxes otherwise payable) received by the Bank or any Transferred Subsidiary in respect of the Seller Tax Period, except to the extent the entitlement to such refund (A) was reflected as an asset in the Closing TBV or (B) arises as a result of a carryback to any Seller Tax Period of any net operating loss, capital loss or other Tax attribute arising in a Purchaser Tax Period (or, in the event of a Straddle Period, the netting of such Tax attributes arising in a Purchaser Tax Period against income or gain arising in a Seller Tax Period).
- (iii) In the case of any Taxes that are payable for a Straddle Period, the portion of such Tax that relates to the portion of such taxable period ending on the Closing Date shall (A) in the case of any Taxes not based on net income or on receipts, be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction the numerator of which is the number of days in the Straddle Period ending on the Closing Date and the denominator of which is the number of days in the entire Straddle Period and (B) in the case of any Taxes based on net income or on receipts (e.g., sales and use Taxes), be deemed equal to the amount which would be payable if the relevant taxable period ended on the Closing Date. To the extent any item of income, gain, loss, deduction or credit of the Bank or any Transferred Subsidiary is attributable to an interest in an entity or arrangement classified as a partnership or other "flow-through" entity for Tax purposes, such entity or arrangement shall be treated for purposes of this Agreement as if its taxable year ended on the Closing Date and any such items of income, gain, loss, deduction or credit of each such entity through the Closing Date shall be considered to be

attributable to the portion of the taxable period ending on the Closing Date. Notwithstanding the foregoing, the amount of items of depreciation and low income housing tax credits allocated to the portion of a Straddle Period prior to the Closing Date shall be the total amount of such items arising in such Straddle Period multiplied by a fraction, the numerator of which shall be the number of days prior to the Closing Date in the taxable year and the denominator of which shall be the total number of days in the taxable year that includes the Closing Date. For purposes of this Section 5.9(a)(iii), any Taxes arising out of the ordinary course of business on the Closing Date but after the Effective Time shall be deemed to take place on the first day following the Closing Date.

(iv) For the avoidance of doubt, no Person shall be entitled to recover more than once with respect to the same amount (i.e. no double-counting).

- Tax Returns. Seller shall, at its own expense, be responsible for preparing and filing (i) all Tax Returns of the Bank and the Transferred Subsidiaries (including, for this purpose, the Excluded Subsidiaries) for all periods ending on or prior to the Closing Date that are required to be filed on or prior to the Closing Date (taking into account any applicable extensions) ("Bank Tax Returns") and (ii) all Tax Returns that include the Bank or any Transferred Subsidiary, on the one hand, and Seller or any of its Affiliates other than the Bank and the Transferred Subsidiaries or the Excluded Subsidiaries, on the other hand ("Combined Tax Returns" and, together with the Bank Tax Returns, "Seller Tax Returns"). All Seller Tax Returns shall be prepared on a basis consistent with the past practices of Seller or its applicable Affiliate except to the extent (i) failure to do so would not adversely affect Purchaser or any of its Affiliates (including the Bank and the Transferred Subsidiaries) or (ii) otherwise required by a change in Law. Seller shall deliver, or cause to be delivered, to Purchaser each Seller Tax Return (other than any Combined Tax Returns) at least thirty (30) calendar days prior to the due date thereof (taking into account any extensions thereof) and shall reflect on the filed return any reasonable comments received from Purchaser in writing within twenty (20) calendar days following the date such Tax Returns are delivered by Seller to Purchaser. Seller shall file or cause to be filed all Seller Tax Returns and shall pay or cause to be paid any Taxes shown as due on such Seller Tax Returns. Purchaser shall prepare and file all Tax Returns of the Bank and the Transferred Subsidiaries that are not Seller Tax Returns ("Purchaser Tax Returns") for periods ending on or prior to the Closing Date that are required to be filed after the Closing Date (taking into account any applicable extensions) and pay or cause to be paid any Taxes shown as due on such Tax Returns (subject to Purchaser's right to indemnification for Excluded Taxes). Purchaser Tax Returns for any Seller Tax Period or Straddle Period shall be prepared in a manner consistent with the past practices of the relevant entity except to the extent (i) failure to do so would not adversely affect Seller or any of its Affiliates (including the Bank and the Transferred Subsidiaries), (ii) otherwise required by a change in Law, or (iii) Purchaser reasonably determines that a material position reflected on such Tax Return is not more likely than not to succeed, provided, that Purchaser shall provide Seller at least twenty (20) days to provide a written tax opinion, in form and substance reasonably acceptable to Seller, of a nationally recognized law firm or accounting firm experienced in Tax matters, concluding that for such position is more likely than not to succeed, and Purchaser agrees notwithstanding the provisions of Section 5.9(c) to file such Tax Return in a manner consistent with such written tax opinion. No later than two (2) Business Days prior to the due date (taking into account extensions) for Purchaser filing any Tax Return pursuant to this Section 5.9(b), Seller shall, or shall cause its Affiliates to, pay to Purchaser an amount equal to any Excluded Taxes shown as due and payable with respect to such Tax Return.
- Seller Review of Tax Returns. With respect to any Purchaser Tax Return reflecting more than a *de minimis* amount of Excluded Taxes, Purchaser shall provide Seller with copies of such Tax Return promptly after Purchaser has prepared such Tax Return but in no event later than thirty (30) calendar days prior to the due date (taking into account extensions) for filing such Tax Return, provided, that in the case of any Tax Return required to be filed on a monthly basis, Purchaser shall provide Seller with copies of such Tax Return reasonably in advance of the due date therefor. If Seller disputes any items shown on any such Tax Return affecting Excluded Taxes, Seller shall notify Purchaser within twenty (20) calendar days after receiving such Tax Return. Purchaser and Seller shall negotiate in good faith and use commercially reasonable efforts to resolve any disputed items prior to the due date (taking into account extensions) for filing such Tax Return. In the event that Purchaser and Seller are unable to resolve any disputed items prior to the due date for filing such Tax Return, (i) Purchaser shall be permitted to file such Tax Return reflecting Purchaser's position with respect to any disputed items, (ii) as promptly as practicable following the filing of such Tax Return, Seller and Purchaser shall cause a mutually selected independent accounting firm to resolve such dispute (the costs and expenses of which shall be borne equally by the parties), and (iii) to the extent necessary, Purchaser shall file an amended Tax Return to reflect the resolution of such disputed items by the independent accounting firm. No later than two (2) Business Days prior to the due date (taking into account extensions) for Purchaser filing any Tax Return pursuant to this Section 5.9(c), Seller shall, or shall cause its Affiliates to, pay to Purchaser an amount equal to any Excluded Taxes shown as due and payable with respect to such Tax Return.

- (d) <u>Transfer Taxes</u>. All Transfer Taxes shall be borne and paid fifty percent (50%) by Purchaser, on the one hand, and fifty percent (50%) by Seller, on the other hand. The party responsible under applicable Law for filing the Tax Returns with respect to such Transfer Taxes shall prepare and timely file such Tax Returns and promptly provide a copy of such Tax Returns to the other party. Purchaser and Seller shall, and shall cause their respective Affiliates to, reasonably cooperate to timely prepare and file any Tax Returns or other filings relating to such Transfer Taxes, including any claim for exemption or exclusion from the application or imposition of any Transfer Taxes.
- (e) <u>Tax Sharing Agreements</u>. Effective as of no later than one day prior to the Closing, any and all Tax sharing or allocation agreements or arrangements to which the Bank or any Transferred Subsidiary is a party (other than any customary Tax indemnification provisions contained in commercial Contracts not primarily related to Taxes (such as financing Contracts with Tax gross-up obligations or leases with Tax escalation provisions)) shall be terminated, such that none of Purchaser or any of its Affiliates (including, after the Closing, the Bank and the Transferred Subsidiaries) shall have any further liability thereunder. The parties to any such terminated agreement or arrangement shall, immediately prior to such termination, pay all amounts accrued and owing, if any, thereunder.
- (f) <u>Timing of Indemnity Payments</u>. Except as otherwise provided in <u>Section 5.9(a)</u>, <u>Section 5.9(b)</u> or <u>Section 5.9(c)</u>, any payment required to be made pursuant to this <u>Section 5.9</u> shall be made within ten (10) days after Purchaser makes written demand upon Seller (but, in the case of any payment required to be made to a Taxing Authority, shall not be required to be made sooner than two (2) Business Days prior to the due date thereof).

(g) <u>Cooperation in Tax Proceedings</u>.

(i) Purchaser and Seller will cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns of, and any Tax Proceeding relating to the Bank or any Transferred Subsidiary (including, for this purpose, the Excluded Subsidiaries). Cooperation includes (A) the retention and (at the other party's request) the provision of records and information in such party's possession that are reasonably relevant to the filing of any such Tax Returns or Tax Proceeding and (B) making employees available on a mutually convenient basis to provide additional information and explanation of any material provided under this Section 5.9(g). Notwithstanding anything to the contrary in this Agreement, and unless required by applicable Laws, neither Seller nor any of its Affiliates shall be required to provide any Person with any Tax Return or copy of any Tax Return of a consolidated, combined, affiliated or unitary group that includes Seller and its Affiliates, except, in each case, for materials or portions thereof (including associated schedules and work papers) that relate solely to the Bank and the Transferred Subsidiaries that show information relating solely to the Bank and the Transferred Subsidiaries.

- (ii) Each of Seller and Purchaser agrees (A) to retain all books and records of the Bank and the Transferred Subsidiaries (including, for this purpose, the Excluded Subsidiaries) with respect to Tax matters pertinent to the Bank and the Transferred Subsidiaries (including, for this purpose, the Excluded Subsidiaries) relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and any extensions thereof) of the respective taxable periods, (B) to abide by all record retention agreements entered into with any Governmental Authority and (C) to give the other party reasonable written notice before transferring, destroying or discarding any books and records and, if the other party so requests, allow such other party to take possession of the books and records.
- (iii) Purchaser and Seller further agree, and agree to cause their respective Affiliates, to, upon request, use commercially reasonable efforts to obtain any certificate or other document from any Governmental Authority or customer of the Bank or any Transferred Subsidiary or any other Person as may be reasonably necessary to mitigate, reduce or eliminate any Tax that could be imposed with respect to the transactions contemplated hereby.
- Without limiting the foregoing provisions of this Section 5.9(g), if any claim or demand for Taxes that could reasonably be expected to give rise to a claim for indemnification under Section 5.9(a) is asserted by any Governmental Authority, the party first receiving notice of such claim or demand shall notify the other party of such claim or demand promptly; provided, however, that the failure of Purchaser to give such prompt notice shall not relieve Seller of any of its indemnification obligations, except to the extent that Seller is actually prejudiced by such failure. The Controlling Party shall, at its own expense, control any such Tax Proceeding of or with respect to the Bank or any Transferred Subsidiary (including, for this purpose, the Excluded Subsidiaries) for any taxable period ending on or before the Closing Date (other than a Tax Proceeding described in Section 5.9(g)(v) for which Seller may be obligated to indemnify Purchaser under Section 5.9(a); provided that, (A) the Controlling Party shall provide the Non-Controlling Party with a timely and reasonably detailed account of each stage of such Tax Proceeding, (B) the Controlling Party shall allow the Non-Controlling Party to consult in good faith at the Non-Controlling Party's expense on the positions taken in such Tax Proceeding, (C) the Controlling Party shall defend such Tax Proceeding diligently and in good faith as if it were the only Person affected by such Tax Proceeding, (D) the Non-Controlling Party and its representatives shall have the right to participate in such Tax Proceeding, assist in the preparation of any written materials in such Tax Proceeding and attend any meetings or telephone conversations with the applicable Governmental Authority, in each case, at the Non-Controlling Party's expense, and (E) the Controlling Party shall not settle or compromise any such Tax Proceeding, if such settlement or compromise would reasonably be expected to increase the liability for Taxes (including under this Agreement) by more than a de minimis amount or reduce any Tax attributes of the Non-Controlling Party or any of its Subsidiaries by more than a de minimis amount, without obtaining the prior written consent of the Non-Controlling Party (which consent shall not be unreasonably withheld, conditioned or delayed). For purposes of this Section 5.9(g)(iv), the "Controlling Party" with respect to a Tax Proceeding shall mean Purchaser unless Seller is reasonably expected to bear a greater liability under Section 5.9(a) as a result of such Tax Proceeding and provides prompt written notice to Purchaser of its intent to control such Tax Proceeding, and the "Non-Controlling Party" shall mean whichever of Seller or Purchaser is not the Controlling Party. Whether or not Seller chooses to defend or prosecute any claim it is entitled to defend or prosecute hereunder, all of the parties shall reasonably cooperate in the defense or prosecution thereof.
- (v) Notwithstanding anything to the contrary in this Agreement, (A) Seller shall have the exclusive right to control in all respects, and neither Purchaser nor any of its Affiliates shall be entitled to participate in, any Tax Proceeding with respect to (I) any Tax Return of Seller or any of its Subsidiaries (other than the Bank and the Transferred Subsidiaries) and (II) any Tax Return of an affiliated, consolidated, combined, unitary or similar group that includes Seller or any of its Subsidiaries (other than the Bank and the Transferred Subsidiaries) and (B) Purchaser shall have the exclusive right to control in all respects, and neither Seller nor any of its Affiliates shall be entitled to participate in, any Tax Proceedings with respect to (I) any Tax Return of Purchaser or any of its Subsidiaries (other than the Bank and the Transferred Subsidiaries) and (II) any Tax Return of an affiliated, consolidated, combined, unitary or similar group that includes Purchaser or any of its Subsidiaries.
- (vi) Except as otherwise provided in this Section 5.9(g), Purchaser shall have the exclusive right to control all Tax Proceedings with respect to the Bank and the Transferred Subsidiaries, provided that in no event may Purchaser settle or compromise any Tax Proceeding to the extent such resolution would reasonably be expected to increase Seller's liability for Excluded Taxes under Section 5.9(a) by more than a *de minimis* amount without the prior written consent of Seller (which consent shall not be unreasonably withheld, conditioned or delayed).
- (h) <u>Purchase Price Adjustment</u>. Any amounts paid pursuant to this <u>Section 5.9</u> or <u>Section 8.1</u> shall be treated as an adjustment to the Closing Purchase Price for all income Tax purposes to the extent permitted by applicable Law.

(i) <u>338 Election.</u> Purchaser and Seller agree to evaluate in good faith whether to join in making an election
under Section 338(h)(10) of the Code (and any corresponding election under state, local, or foreign law) (a "338 Election") with
respect to Purchaser's purchase of the stock of the Bank pursuant to this Agreement; provided that nothing in this Section 5.9(i) shall
be construed to require either party to agree to make such an election.

(j) <u>Survival and Coordination</u>. Anything to the contrary in this Agreement notwithstanding, (i) indemnification with respect to Taxes and the procedures relating thereto shall be governed exclusively by this <u>Section 5.9</u>, and the provisions of <u>ARTICLE 8</u> shall not apply, and (ii) the covenants and agreements contained in this <u>Section 5.9</u> and the representations and warranties set forth in <u>Section 3.15</u> shall survive until thirty (30) days following the expiration of the full period of all statutes of limitations (giving effect to any extensions thereof), <u>provided</u> that any right to indemnification for breach of covenant, agreement, representation or warranty in respect of which indemnification may be sought under this <u>Section 5.9</u> shall survive the time at which it would otherwise terminate pursuant to this <u>Section 5.9(j)</u> if notice of the right to indemnification or of the breach or inaccuracy giving rise to such right of indemnification shall have been given prior to such time.

Section 5.10 Employee Matters.

Purchaser agrees that Purchaser shall provide, or shall cause to be provided, with respect to each Business Employee who continues to remain employed with the Bank and the Transferred Subsidiaries following the Effective Time (each, a "Continuing Employee"), (i) during the period commencing at the Effective Time and ending on the one (1) year anniversary of the Closing Date, (x) base salary or base wage, as applicable, which is no less favorable than that provided by the Bank and the Transferred Subsidiaries immediately prior to the Effective Time to each such Continuing Employee, (y) total compensation opportunities (other than base salary or base wage, as applicable, which are subject to the foregoing clause (x)), subject to the achievement of applicable performance metrics, which are no less favorable in the aggregate than the total compensation opportunities (other than base salary or base wage, as applicable, which are subject to the foregoing clause (x)), subject to the achievement of applicable performance metrics, provided by the Bank and the Transferred Subsidiaries immediately prior to the Effective Time to each such Continuing Employee, and (z) subject to the applicable Continuing Employee's execution and non-revocation of a release of claims, severance benefits that are no less favorable than the severance benefits provided by the Bank and the Transferred Subsidiaries immediately prior to the Effective Time to each such Continuing Employee as such benefits are set forth on Section 5.10(a) of the Sellers' Disclosure Schedule, and (ii) during the period commencing at the Effective Time and ending on December 31 of the calendar year in which the Effective Time occurs, other benefits (including, but not limited to, pension, welfare and paid time off benefits) that are substantially comparable in the aggregate to those provided by the Bank and the Transferred Subsidiaries immediately prior to the Effective Time to each such Continuing Employee.

- To the extent permitted by applicable Law, for purposes of vesting, benefit accrual, vacation and sick time credit and eligibility to participate under the employee benefit plans, programs and policies of Purchaser and its Subsidiaries which may provide benefits to any Continuing Employee after the Effective Time (the "New Plans") and the Benefit Plans, each Continuing Employee shall be credited with his or her years of service with Sellers, the Bank and the Transferred Subsidiaries and their respective predecessors or Affiliates before the Effective Time, to the same extent as such Continuing Employee was entitled, before the Effective Time, to credit for such service under any similar Benefit Plan in which such Continuing Employee participated or was eligible to participate immediately prior to the Effective Time; provided that the foregoing shall not apply (i) to the extent that its application would result in a duplication of benefits with respect to the same period of service, or (ii) with respect to (A) benefit accrual, including level of pay credits, under any New Plan that is an employee pension benefit plan, (B) any New Plan that is a frozen benefit plan or provides grandfathered benefits, (C) any New Plan that is a retiree medical plan or arrangement or (D) any equity incentive awards granted by Purchaser. In addition, and without limiting the generality of the foregoing, Purchaser shall use commercially reasonable efforts to cause (x) each Continuing Employee to be immediately eligible to participate, without any waiting time, in any and all New Plans to the extent coverage under such New Plan is replacing comparable coverage under a Benefit Plan in which such Continuing Employee participated immediately before the Effective Time, and (y) for purposes of each New Plan providing medical, dental, pharmaceutical and/or vision benefits to any Continuing Employee, any evidence of insurability requirements, all pre-existing condition exclusions and actively-at-work requirements of such New Plan to be waived for such Continuing Employee and his or her covered dependents, to the extent such conditions were inapplicable or waived under the comparable Benefit Plan. Purchaser shall use commercially reasonable efforts to cause any eligible expenses incurred by any Continuing Employee and his or her covered dependents during the portion of the plan year of the Benefit Plan ending on the date such Continuing Employee's participation in the corresponding New Plan begins to be taken into account under such New Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such Continuing Employee and his or her covered dependents for the applicable plan year. Following the Effective Time, Purchaser and its Subsidiaries shall honor (or pay) any paid time off accrued by each Business Employee prior to the Effective Time.
- (c) Purchaser hereby acknowledges that a "change in control" or "change of control" or term or concept of similar import for the Benefit Plans identified in Section 5.10(c) of the Sellers' Disclosure Schedule will occur upon the Effective Time.
- (d) With respect to any monthly, quarterly, semi-annual, or annual bonus or commission plan of the Bank or any Transferred Subsidiary set forth on Section 3.13(b) of the Sellers' Disclosure Schedule (each, a "Bonus Plan"):

- With respect to any performance periods for which the Closing Date does not occur prior to the end of such performance period, Sellers will provide (or will cause their applicable Affiliate to provide) each Business Employee who participates in a Bonus Plan with a bonus or commission (as applicable) award (including, for the avoidance of doubt, any portion of such award that is required to be deferred pursuant to the terms of the applicable Bonus Plan), determined based on actual achievement of the applicable performance goals, as reasonably determined in good faith and consistent with past practice by Sellers. Such awards shall be (x) paid at the time that such Bonus Plan payments are payable to Business Employees or Continuing Employees, as applicable, in the ordinary course of business consistent with past practice pursuant to the terms of the applicable Bonus Plan, but no later than the earlier of forty-five (45) days following the Closing Date and seventy-five (75) days following the end of the applicable performance period; provided, that, if payment has not occurred prior to the Closing Date, the aggregate amount of such awards (including the aggregate amount of the deferred portion thereof) shall be accrued on the Estimated Closing Balance Sheet and Closing Balance Sheet, as applicable, of the Bank or a Transferred Subsidiary, and (y) subject to the applicable terms of the applicable Bonus Plan, including any requirement regarding continued employment to receive the bonus or commission (as applicable) thereunder, and any requirement that a portion of the award be deferred; provided, that if the Closing Date occurs prior to June 1, 2022, Purchaser (and not the Sellers) shall provide the deferred portion of the award in respect of the annual performance period ending March 31, 2022 as determined by Sellers in accordance with the foregoing in the form of Purchaser equity and/or long term cash (as elected by Purchaser in its sole discretion) with equal value (as reflected in the accrual on the Estimated Closing Balance Sheet and Closing Balance Sheet, as applicable, of the Bank or a Transferred Subsidiary as described in the foregoing clause (x)).
- With respect to any performance periods for which the Closing Date does occur prior to the end of such performance period, Purchaser will provide (or will cause its applicable Affiliate to provide) each Continuing Employee who participates in a Bonus Plan with a bonus or commission (as applicable) award (including, for the avoidance of doubt, any portion of such award that is required to be deferred pursuant to the terms of the applicable Bonus Plan), determined as the sum of: (A) with respect to the portion of such performance period elapsed from the first day of such performance period to the Closing Date, a pro-rated portion of the bonus or commission, as applicable, with such amount determined based on actual achievement of the applicable performance goals through the Closing Date, as reasonably determined in good faith and consistent with past practice by Sellers as soon as practicable following the Closing Date (the "Pre-Closing Portion"); provided, that the aggregate amount of the Pre-Closing Portion, including the aggregate amount of the deferred portion thereof, shall be accrued on the Estimated Closing Balance Sheet and Closing Balance Sheet, as applicable, of the Bank or a Transferred Subsidiary, and (B) with respect to the portion of such performance period elapsed from the Closing Date through the end of such performance period, a pro-rated portion of the bonus or commission, as applicable, determined by Purchaser or its applicable Affiliate in accordance with Section 5.10(a)(ii) above. Such awards shall be (x) paid at the time that such Bonus Plan payments are payable to Continuing Employees in the ordinary course of business consistent with past practice pursuant to the terms of the applicable Bonus Plan and (y) subject to the applicable terms of the applicable Bonus Plan, including any requirement regarding continued employment to receive the bonus or commission (as applicable) thereunder, and any requirement that a portion of the award be deferred; provided, that Purchaser shall make any deferred portion of the award in the form of Purchaser equity and/or long term cash (as elected by Purchaser in its sole discretion) with equal value (with respect to the deferred portion of the Pre-Closing Portion, as reflected in the accrual on the Estimated Closing Balance Sheet and Closing Balance Sheet, as applicable, of the Bank or a Transferred Subsidiary as described in clause (A) of the first sentence of this Section 5.10(d)(ii)).
- (iii) Sellers and Purchaser shall cooperate in good faith to provide such information reasonably required to calculate bonuses in accordance with this <u>Section 5.10(d)</u>.

- (e) No later than December 31, 2021, Sellers and the Purchaser shall cooperate in good faith to mutually agree on the Business Employees to be added to or removed from Schedule 1 (with the approximate final number as of December 31, 2021 as set forth on such Schedule 1), which shall thereafter represent the complete list of Business Employees. Any change to Schedule 1 thereafter (other than the removal of a Business Employee as a result of a voluntary resignation, due to such Business Employee's death or disability, or termination for cause or the hiring of a Business Employee below the level of Director to replace a Business Employee who resigns or is terminated (with such newly hired Business Employee having substantially similar terms of employment as the Business Employee being replaced)) may only be made with mutual agreement between Sellers and the Purchaser. Sellers shall take all actions necessary to cause all Excluded Employees to cease employment or services, as applicable, with the Bank and the Transferred Subsidiaries prior to the Effective Time.
- Prior to the Effective Time, Sellers shall take all commercially reasonable actions necessary (i) to cause all Excluded Employees (and their eligible dependents) to cease participating in the Benefit Plans (other than the Bank 401(k) Plan) no later than immediately prior to the Effective Time, (ii) for all of the liabilities and obligations and, where applicable, assets (including pursuant to any related trusts, except as otherwise set forth in Section 5.10(f)(iv)) under the Benefit Plans set forth on Section 5.10(f) (ii) of the Sellers' Disclosure Schedule, other than the liabilities and obligations and, where applicable, assets with respect to the Continuing Employees, to be assumed by employee benefit plans, programs and policies of Sellers or their Affiliates (other than the Bank and the Transferred Subsidiaries) no later than immediately prior to the Effective Time, such that, from and after the Effective Time, the Bank and the Transferred Subsidiaries and such Benefit Plans shall have no such liabilities or obligations other than those with respect to the Continuing Employees (and their eligible dependents), provided, that the portion of the assets that shall be assumed by Sellers or their Affiliates pursuant to this Section 5.10(f)(ii) shall be determined based on the proportion of the aggregate liabilities under the applicable Benefit Plan that is assumed by Sellers or their Affiliates or as otherwise required by law (including, without limitation, under Section 414(1) of the Code and Section 4044 of ERISA), provided, that, with respect to the MUFG Union Bank, N.A. Retirement Plan, (x) the liabilities, obligations and assets with respect to the Continuing Employees shall be transferred to a retirement plan and trust newly established at the Bank or a Transferred Subsidiary ("Continuing Employee Retirement Plan") and the liabilities, obligations and assets with respect to the Excluded Employees (and their eligible dependents) shall remain with the MUFG Union Bank, N.A. Retirement Plan, and (y) Sellers shall take any and all actions required to transfer the sponsorship of the MUFG Union Bank, N.A. Retirement Plan and the MUFG Union Bank, N.A. Retirement Plan Trust to Sellers or their Affiliates (other than the Bank and the Transferred Subsidiaries) effective immediately prior to and contingent upon the occurrence of the Effective Time (unless the Sellers and Purchaser agree otherwise in good faith), (iii) to transfer the sponsorship of the Benefit Plans set forth on Section 5.10(f) (iii) of the Sellers' Disclosure Schedule, and any associated trust, to the Bank or a Transferred Subsidiary, no later than immediately prior to the Effective Time; provided, that Seller (or its applicable Affiliates, other than the Bank and the Transferred Subsidiaries) shall assume or retain, as applicable, all liabilities and obligations for all worker's compensation, short- and long-term disability, medical, prescription drug, dental, vision, life insurance, accidental death and dismemberment or other welfare benefit claims incurred by Excluded Employees prior to the Effective Time that are (and to the extent) covered under the terms of such Benefit Plan; provided, further, that for this purpose, a claim shall be deemed to be incurred (w) in the case of workers' compensation and short- and long-term disability benefits (including related health benefits), at the time of the injury, sickness or other event giving rise to the claim for such benefits, (x) in the case of medical, prescription drug, dental or vision benefits, at the time that professional services, equipment or prescription drugs covered by such Benefit Plan are obtained, (y) in the case of life insurance benefits, upon death, and (z) in the case of accidental death and dismemberment, at the time of the accident, and notwithstanding the foregoing, in the case of a hospital stay or similar confinement that begins prior to the Effective Time and ends on or after the Effective Time, Seller (or its applicable Affiliate, other than the Bank and the Transferred Subsidiaries) shall be responsible for the cost of all professional services, equipment, and prescription drugs provided during such hospital stay or similar confinement in accordance with the terms and conditions of such Benefit Plan, and (iv) to transfer the sponsorship of the Benefit Plans set forth on Section 5.10(f)(iv) of the Sellers' Disclosure Schedule to Sellers or their Affiliates (other than the Bank and the Transferred Subsidiaries) no later than immediately prior to the Effective Time.

- Prior to the Effective Time, Sellers shall take any and all actions required to transfer the sponsorship of the Bank's 401(k) Plan and the Bank's 401(k) Plan Trust (together, the "Bank 401(k) Plan") to Sellers or their Affiliates (other than the Bank and the Transferred Subsidiaries) effective immediately prior to and contingent upon the occurrence of the Effective Time. As soon as practicable following the Effective Time, Sellers and their Affiliates shall make its employer matching contribution to the Bank 401(k) Plan in respect of the Business Employees, pro-rated to reflect the portion of the plan year completed prior to the Closing. Prior to the Effective Time and thereafter (as applicable), the Bank and the Purchaser shall take any and all actions as may be required, including amendments to the Bank 401(k) Plan and/or the tax-qualified defined contribution retirement plan designated by Purchaser (the "Purchaser 401(k) Plan") to permit each Continuing Employee to make rollover contributions of "eligible rollover distributions" (within the meaning of Section 401(a)(31) of the Code, including of loans) in the form of cash, notes (in the case of loans) or a combination thereof, in an amount equal to the full account balance distributed or distributable to such Continuing Employee from the Bank 401(k) Plan to the Purchaser 401(k) Plan. Each Continuing Employee shall become eligible to participate in the Purchaser 401(k) Plan on the Closing Date (giving effect to the service crediting provisions of Section 5.10(b)); it being agreed that it is intended that there shall be no gap in eligibility for participation in a tax-qualified defined contribution plan (giving effect to the service crediting provisions of Section 5.10(b)).
- Within thirty (30) days following the Closing Date, Purchaser shall (or shall cause its applicable Affiliate to) grant each Continuing Employee who held (i) an equity award in respect of American Depositary Receipts ("ADRs") representing American Depositary Shares, representing shares of common stock in Mitsubishi UFJ Financial Group, Inc., granted pursuant to Seller's Stock Bonus Plan or (ii) a cash-based long-term incentive award, in each case, a portion of which is unvested as of immediately prior to the Closing (after giving effect to any acceleration of vesting that would occur in connection with the Closing) and is forfeited in connection with the Closing (any such unvested and forfeited portion, a "Forfeited Seller Award") a cash- or equitybased (such form as determined by Purchaser in its sole discretion) incentive award (a "Replacement Award") in an amount equal to the value of the corresponding Forfeited Seller Award. The value of the Forfeited Seller Award shall be (x) in the case of a Forfeited Seller Award that was an equity award, calculated by multiplying the number of ADRs subject to such Forfeited Seller Award (including ADRs underlying dividend equivalents) multiplied by the closing price of an ADR on the trading day immediately preceding the Closing Date, and (y) in the case of a Forfeited Seller Award that was a cash award, equal to the cash amount thereof. Each Replacement Award will vest based on the applicable Continuing Employee's continued employment with Purchaser and its Affiliates on the same vesting date(s) and in accordance with the same terms and conditions (other than the achievement of performance goals) as applied to the corresponding Forfeited Seller Award and will vest upon a termination of employment after the Closing Date to the same extent provided in the terms and conditions of the corresponding Forfeited Seller Award. The aggregate amount of the Replacement Awards will be included in the calculation of TBV as a liability of the Bank (and, for purposes of calculation of the Estimated Closing TBV, shall be calculated based on: (A) in the case of a Forfeited Seller Award that was an equity award, (i) the number of ADRs subject to the Forfeited Seller Awards assuming, solely for this purpose, that the Closing Date occurred on the Estimated Closing Balance Sheet Date, and (ii) the closing price of an ADR on the trading day immediately preceding the Estimated Closing Balance Sheet Date, and (B) in the case of a Forfeited Seller Award that was a cash award, the cash amount thereof assuming, solely for this purpose that the Closing Date occurred on the Estimated Closing Balance Sheet Date). Promptly following the date of this Agreement, Sellers shall provide Purchaser with all information necessary to implement the commitments to grant Replacement Awards as set forth in this Section 5.10(h).

- (i) The parties agree to cooperate in good faith, including by sharing information about terminations of employment in a timely manner, to determine whether any notification may be required under WARN as a result of the transactions contemplated by this Agreement. At the Closing, Seller shall provide to Purchaser a complete and accurate list of all "employment losses" within the business, as that term is defined by WARN, which occurred within the 90 calendar days preceding the Closing, which list shows the name, date of separation, reason for separation, and facility or operating union of each employee who suffered an employment loss in such period. Purchaser or its applicable Affiliate (including the Bank and the Transferred Subsidiaries following the Closing) shall be responsible for providing any notice (or pay in lieu of notice) required pursuant to WARN with respect to a "mass layoff" or "plant closing" (each as defined by WARN) involving Business Employees that occurs after the Closing Date. Seller shall be responsible for providing any such notice (or pay in lieu of notice) with respect to a "mass layoff" or "plant closing" (each as defined by WARN) occurring prior to or on the Closing Date, and prior to, on or after the Closing Date with respect to any Excluded Employees.
- (j) The provisions of this Section 5.10 are solely for the benefit of the parties to this Agreement, and nothing in this Agreement, whether express or implied, is intended to, or shall, (i) constitute the establishment or adoption of or an amendment to any employee benefit plan for purposes of ERISA or otherwise be treated as an amendment or modification of any Benefit Plan, New Plan or other benefit plan, agreement or arrangement, (ii) limit the right of Sellers, the Bank, Purchaser or their respective Subsidiaries or Affiliates to amend, terminate or otherwise modify any Benefit Plan, New Plan or other benefit plan, agreement or arrangement following the Effective Time, (iii) interfere or restrict in any way the rights of Purchaser or any of its Affiliates to discharge or terminate the services of any Continuing Employee or other Person for any reason whatsoever, with or without cause, or (iv) create any third-party beneficiary or other right (A) in any Person, including any current or former employee of the Bank or any Transferred Subsidiary, any participant in any Benefit Plan, New Plan or other benefit plan, agreement or arrangement (or any dependent or beneficiary thereof) or (B) to continued employment with Sellers, the Bank, any Transferred Subsidiary or Subsidiary of Purchaser or any of their respective Affiliates.

Section 5.11 <u>Intellectual Property</u>.

- Except as expressly provided in this Section 5.11(a), Purchaser, on behalf of itself and its Affiliates (which, for the avoidance of doubt, shall include throughout this Section 5.11(a) the Bank and the Transferred Subsidiaries following the Closing), acknowledges and agrees that neither Purchaser nor any of its Affiliates is purchasing, acquiring, licensing or otherwise obtaining any right, title or interest in, (i) any Intellectual Property owned by Sellers or any of their Affiliates (except for the Intellectual Property owned by the Bank and the Transferred Subsidiaries as of immediately prior to Closing), (ii) any Mark registered in the name of either of the Sellers or any of their Affiliates (other than the Bank or any Transferred Subsidiary), or (iii) the names "Mitsubishi", "MUFG", "BTMU", "Intrepid", "UFJ", "MUTB", "Diamond", "BOT" or "Bank of Tokyo" or any Internet domain name, social media handle, Mark, word or name including, confusingly similar to or embodying any of such names or the Marks set forth in subsection (ii), or any translations or confusingly similar derivation, variation or adaptation of any of the foregoing, in each case, whether alone or in combination with any other words, name or Marks, and whether registered or unregistered, including the Marks set forth in Section 5.11(a) of the Sellers' Disclosure Schedule (collectively, the "Seller Marks"), and that to the extent the Bank or any Transferred Subsidiary has or acquires any such rights, title or interest, Sellers shall cause the Bank and the Transferred Subsidiaries to assign all such rights, title and interest to Sellers effective as of the Closing.
- Without limiting the foregoing, as promptly as reasonably practicable following the Closing (and in any event prior to the end of the Transition Period), Purchaser shall, and shall cause the Bank and the Transferred Subsidiaries to, (i) cease and discontinue all uses of the Seller Marks and (ii) eliminate from, revise, paint over or otherwise obscure any Seller Marks on any signage, inventory, and other public-facing materials (including any publicly distributable documents and other digital or physical public-facing materials bearing a Seller Mark) that are in the possession or under the control of Purchaser or any of its Affiliates after the Closing; provided, that notwithstanding the foregoing, effective as of the Closing Date, Sellers (on behalf of themselves and their Affiliates) hereby grant to the Bank and the Transferred Subsidiaries, during the Transition Period, a limited, non-exclusive, nontransferable, non-sublicensable (except to service providers in connection with the provision of services to the Bank and the Transferred Subsidiaries), royalty-free license to use the Seller Marks in the operation of the businesses of the Bank and the Transferred Subsidiaries as such Seller Marks were used therein as of immediately prior to the Closing. The Bank and the Transferred Subsidiaries shall use and display any Seller Marks licensed pursuant to this Section 5.11(b) only in a form and manner that does not violate applicable Law and that is consistent in all material respects with the use or display of such Seller Marks in connection with the businesses of the Bank and the Transferred Subsidiaries immediately prior to the Closing and solely in association with goods or services of a quality equal to or greater than the quality of the goods and services offered by the businesses of the Bank and the Transferred Subsidiaries prior to the Closing. Purchaser acknowledges and agrees that neither the Bank nor any Transferred Subsidiary shall, after the Closing, use (except for use in accordance with the foregoing license), adopt, register or apply for registration of any Seller Mark. Notwithstanding the foregoing, Purchaser and its Affiliates (including the Bank and the Transferred Subsidiaries) may use the Seller Marks at all times after Closing (i) as required by applicable Law; (ii) subject to Section 5.6, in a neutral, non-trademark manner to describe the historical relationship between the Bank and the Transferred Subsidiaries on the one hand, and the Sellers and its Affiliates (other than the Bank and the Transferred Subsidiaries) on the other hand, which reference is factually accurate; and (iii) subject to Section 5.6, in historical legal documents and materials that are not visible to the public, in each case (i) through (iii), provided that Purchaser and its Affiliates shall not modify or edit the appearance of the Seller Marks in connection with such uses.

As promptly as reasonably practicable following the Closing (and in any event prior to the end of the (c) Transition Period), Seller shall, and shall cause its Affiliates to, (i) cease and discontinue all uses of the Bank Marks and (ii) eliminate from, revise, paint over or otherwise obscure any Bank Marks on any signage, inventory, and other public-facing materials (including any publicly distributable documents and other digital or physical public-facing materials bearing a Bank Mark) that are in the possession or under the control of the Sellers or any of their Affiliates after the Closing; provided, that notwithstanding the foregoing, effective as of the Closing Date, Purchaser (on behalf of itself and its Affiliates) hereby grants to the Sellers and their Affiliates, during the Transition Period, a limited, non-exclusive, non-transferable, non-sublicensable (except to service providers in connection with the provision of services to the Sellers and their Affiliates), royalty-free license to use the Bank Marks in the operation of the businesses of the Sellers and their Affiliates as such Bank Marks were used therein as of immediately prior to the Closing. Prior to Closing, the Sellers shall provide Purchaser with reasonable details regarding the anticipated use of such Bank Marks during the Transition Period. The Sellers and their Affiliates shall use and display any Bank Marks licensed pursuant to this Section 5.11(c) only in a form and manner that does not violate applicable Law and that is consistent in all material respects with the use or display of such Bank Marks in connection with the businesses of the Sellers and their Affiliates immediately prior to the Closing and solely in association with goods or services of a quality equal to or greater than the quality of the goods and services offered by the businesses of the Sellers and their Affiliates prior to the Closing. Sellers acknowledge and agree that neither the Sellers nor any of their Affiliates shall, after the Closing, use (except for use in accordance with the foregoing license), adopt, register or apply for registration of any Bank Mark. Notwithstanding the foregoing, Sellers and their Affiliates may use the Bank Marks at all times after Closing (i) as required by applicable Law; (ii) subject to Section 5.6, in a neutral, non-trademark manner to describe the historical relationship between the Bank and the Transferred Subsidiaries on the one hand, and the Sellers and its Affiliates (other than the Bank and the Transferred Subsidiaries) on the other hand, which reference is factually accurate; and (iii) subject to Section 5.6, in historical legal documents and materials that are not visible to the public, in each case (i) through (iii), provided that Sellers and their Affiliates shall not modify or edit the appearance of the Bank Marks in connection with such uses.

- (d) Effective upon the Closing Date, Sellers shall cause the Bank and the Transferred Subsidiaries to assign to Sellers (or an Affiliate of Sellers designated by Sellers) all (i) Shared Software; and (ii) Intellectual Property (other than Marks and Shared Software) that is owned by the Bank or any of the Transferred Subsidiaries and primarily used in, or primarily related to, the businesses of the Seller and its Affiliates (other than the Bank and the Transferred Subsidiaries, but including (A) the businesses conducted by the Bank and the Subsidiaries described in Schedule 4 attached hereto, and (B) the Excluded Assets and Liabilities) (collectively, "Excluded IP").
- (e) Effective upon the Closing Date, Sellers shall cause the Seller to assign to the Bank all of its right, title and interest in and to (i) the Highmark Registrations on a form reasonably acceptable to the parties and (ii) all Intellectual Property (other than Marks and Shared Software) that is owned by Sellers or their Affiliates (other than the Bank or Transferred Subsidiaries) and exclusively used in, or exclusively related to, the businesses of the Bank and the Transferred Subsidiaries (other than the (A) the businesses conducted by the Bank and the Subsidiaries described in Schedule 4 attached hereto, and (B) the Excluded Assets and Liabilities).
- (f) Effective upon the Closing Date, the Sellers, on behalf of themselves and their Affiliates, hereby grant to Purchaser and its Affiliates a personal, irrevocable, perpetual, worldwide, fully-paid-up, royalty-free and non-transferable (except as set forth in Section 8.4, to an Affiliate or in connection with a merger, reorganization or one or more sales of any of the Banks' or the Transferred Subsidiaries' current businesses or lines of business), non-sublicensable (except to service providers in connection with the provision of services to the Purchaser and its Affiliates), non-exclusive license to use and exercise all rights in Intellectual Property under the Retained Shared IP to make, have made, sell, offer for sale, import, use and otherwise exploit, provide, distribute or dispose of (in each case, directly or indirectly) all goods or services offered or used by the businesses of the Bank and the Transferred Subsidiaries prior to the Closing, and natural evolutions thereof, and to practice and have practiced any method or process in connection therewith.
- (g) Effective upon the Closing Date, Purchaser, on behalf of itself and its Affiliates (including the Bank and the Transferred Subsidiaries), hereby grants to the Sellers and their Affiliates a personal, irrevocable, perpetual, worldwide, fully-paid-up, royalty-free and non-transferable (except as set forth in Section 8.4, to an Affiliate or in connection with a merger, reorganization or one or more sales of any of the Sellers' or their Affiliates' retained businesses or lines of business), non-sublicensable (except to service providers in connection with the provision of services to Sellers and their Affiliates), non-exclusive license to use and exercise all rights in Intellectual Property under the Transferred Shared IP to make, have made, sell, offer for sale, import, use and otherwise exploit, provide, distribute or dispose of (in each case, directly or indirectly) all goods or services offered or used by the businesses of the Sellers and its Affiliates (excluding the Bank and Transferred Subsidiaries) prior to the Closing, and natural evolutions thereof, and to practice and have practiced any method or process in connection therewith.
- (h) To the extent either Party does not have a tangible embodiment of any Intellectual Property to be owned by it or its Affiliates after Closing or licensed to it or its Affiliates pursuant to Section 5.11(f) and Section 5.11(g), the other Party shall deliver a copy of such tangible embodiment, at the first Party's reasonable expense for licensed Intellectual Property, promptly following a written request from the first Party, provided that the other Party has a tangible embodiment of such Intellectual Property in its possession or control.

Section 5.12 <u>Intercompany Items</u>. Except as set forth in Section 5.12 of the Sellers' Disclosure Schedule, prior to the Closing, Sellers shall take, or cause to be taken, all such actions necessary so that (a) all Related Party Contracts are terminated (except as necessary to effectuate the delivery of services under the Transitional Services Agreement or Reverse Transitional Services Agreement) and (b) all outstanding Intercompany Receivables or Intercompany Payables shall have been settled or paid; <u>provided</u> that the parties hereby agree to work in good faith to agree upon mutually acceptable procedures for the settlement or payment of (i) such amounts in a tax-efficient manner and (ii) any trailing activities.

Section 5.13 <u>Insurance</u>. Following the Closing Date, the Bank and the Transferred Subsidiaries shall no longer be insured under any insurance policy of Sellers or any of their Affiliates, which are identified in Section 3.16 of the Sellers' Disclosure Schedule.

Section 5.14 <u>Excluded Assets and Liabilities Transfer.</u>

- (a) Prior to the Closing and on the terms and conditions contained in the Excluded Assets and Liabilities Purchase and Assumption Agreement attached as Annex A hereto, with any changes or modifications thereto mutually agreed by Sellers and Purchaser (the "P&A Agreement"), Sellers shall cause Bank and the Transferred Subsidiaries to transfer to Sellers and their Affiliates (other than the Bank or the Transferred Subsidiaries), as designated by the Sellers, and Sellers shall, or cause their Affiliates to, purchase and assume the assets and liabilities described in Schedule 4 (such assets and liabilities, collectively, the "Excluded Assets and Liabilities" and such transfer or transfers, together with such other transactions described in the Excluded Assets and Liabilities Purchase and Assumption Agreement, the "Excluded Assets and Liabilities Transfer"). Purchaser and Seller shall work in good faith to finalize the form of P&A Agreement (including the schedules thereto) within thirty (30) days of the date of this Agreement. Subject to the preceding sentence, Seller shall deliver to Purchaser for its review substantially complete drafts of the schedules to the P&A Agreement within fifteen (15) days of the date of this Agreement.
- (b) Sellers, the Bank and their Affiliates shall undertake the matters contemplated by this <u>Section 5.14</u> in a manner that does not, in any way prevent or impair in any material respect the consummation of the Transactions.
- Section 5.15 Special Dividend Transaction. Immediately prior to the Closing, and subject to the satisfaction or written waiver of all of the conditions to Closing set forth in ARTICLE 6 (other than those conditions that by their nature are to be satisfied at the Closing but subject to the fulfillment or waiver of those conditions; provided that such conditions would be satisfied if the Closing were to then occur), Bank shall dividend or distribute to Seller, or repurchase a portion of its Shares from Seller for, the Special Dividend Amount for which the Special Dividend Approval has been obtained (such transaction, the "Special Dividend Transaction"). Sellers shall cause the Bank to use reasonable best efforts to obtain the Special Dividend Approval for the declaration and payment of a dividend by the Bank that would result in there not being any Excess Capital; provided that if such dividend is not approved by the OCC, Sellers shall continue to cause the Bank to use reasonable best efforts to obtain approval for the maximum amount of dividend by the Bank that is reasonably capable of being approved by the OCC. In the event there is expected to be any Excess Capital, then Sellers shall cause the Bank to hold, as of the Closing, cash and cash equivalents that are no less than the Excess Capital Amount.

Section 5.16 <u>Excess Capital</u>. If there is any Excess Capital:

- (a) On or prior to the fifth anniversary of the Closing Date (or the next Business Day if such day is not a Business Day), the Purchaser shall deliver to Seller an amount equal to the Excess Capital (the "Excess Capital Amount"); provided that in no event shall the Excess Capital Amount exceed \$5,000,000,000. Purchaser shall have the right to deliver all or any portion of the Excess Capital Amount at any time and from time to time prior to the fifth anniversary of the Closing Date. The foregoing shall be an unsecured payment obligation of Purchaser that is not transferrable or assignable by Seller.
- (b) Purchaser shall use its reasonable best efforts to deliver at least \$1,000,000,000 of the Excess Capital Amount (or, if the Excess Capital Amount is less than \$1,000,000,000, all of the Excess Capital Amount) at the time of the conversion of the Bank's systems to the Purchaser's systems (or within three months thereafter).
- (c) The payments contemplated by clauses (a) and (b) above shall be made to one or more accounts which have been designated by Seller in writing at least three (3) Business Days prior to the payment thereof.
- (d) Subject to the receipt by Seller of any Excess Capital Amount, Seller shall deliver to Purchaser a receipt confirming that Seller has received such amount.
- Release. At or prior to the Closing, subject to Section 5.12 and the provisions of the Transitional Section 5.17 Services Agreement, Reverse Transitional Services Agreement, and any other Contract that may be entered into among the parties following the Closing, (a) the Bank and the Transferred Subsidiaries shall execute releases acquitting, releasing and discharging Sellers, any of their Affiliates or Representatives (including the directors of the Bank) from any and all liabilities to the Bank and the Transferred Subsidiaries that exist as of the Closing Date or that arise in the future from events or occurrences taking place prior to or as of the Closing Date (provided that the foregoing shall not apply to the extent that any such Person is a Purchaser Indemnified Party exercising rights under Section 8.1), and (b) Sellers shall execute releases acquitting, releasing and discharging the Bank and the Transferred Subsidiaries and their respective Representatives from any and all liabilities to Sellers or its Affiliates (other than the Bank and the Transferred Subsidiaries) that exist as of the Closing Date or that arise in the future from events or occurrences taking place prior to or as of the Closing Date and from any obligations under Contracts to which Sellers or any of their Affiliates (other than the Bank and the Transferred Subsidiaries) is a party (x) under which the Bank and the Transferred Subsidiaries are provided with services, property or other assets that are used in the conduct of their respective businesses, (y) that contain any exclusive dealing or third party referral arrangements imposed on the Bank or the Transferred Subsidiaries, or any non-competition or non-solicitation covenants that purport to limit the freedom from and after the Closing of the Bank and the Transferred Subsidiaries to compete in any line of business or with any Person or in any area, or (z) for which there are any costs or expenses that would be incurred by the Bank and the Transferred Subsidiaries from and after the Closing in connection with the termination of such Contracts.

Section 5.18 <u>Further Assurances</u>. Before, at and after the Closing, consistent with the terms and conditions hereof, Sellers and Purchaser shall, and shall cause each of their respective Subsidiaries to, and shall use reasonable best efforts to cause their Affiliates to, promptly execute, acknowledge and deliver such instruments, certificates and other documents and take such other action as a party may reasonably require in order to carry out any of the Transactions. Following the Closing, the parties shall cooperate with one another to prepare and file all documents and forms and amendments thereto as may be required by applicable Law with respect to the Transactions.

Section 5.19 <u>Removal; Resignations</u>. On or prior to the Closing Date, Sellers will deliver to Purchaser evidence of the removal of, or executed resignations of, each director and/or officer of the Bank and each Transferred Subsidiary who is an employee of Sellers or any of their Affiliates (other than solely the Bank or any Transferred Subsidiary) from his or her position as director and/or officer of the Bank and/or each applicable Transferred Subsidiary, effective as of the Effective Time.

Section 5.20 <u>D&O Indemnification and Insurance</u>.

Except with respect to any case involving fraud, from and after the Effective Time, in the event of any (a) threatened or actual Action in the U.S., whether civil, criminal or administrative, in which any Person who is now, or has been at any time prior to the date of this Agreement, or who becomes prior to the Effective Time, a director or officer of the Bank or any Transferred Subsidiary, or who is or was serving at the request of the Bank or any Transferred Subsidiary as a director or officer or agent of another Person, is, or is threatened to be, made a party or witness based in whole or in part on, or arising in whole or in part out of, or pertaining in whole or in part to, (i) the fact that such Person is serving or did serve in any such capacity, (ii) this Agreement or the Transactions, whether asserted or arising before or after the Effective Time, (iii) any liability or obligation of the Bank or any Transferred Subsidiary, or (iv) any action or failure to take action by any such director, officer or agent in his or her capacity as such occurring in whole or in part prior to the Effective Time, the Bank shall, and Purchaser shall cause the Bank to, indemnify, defend and hold harmless, as and to the fullest extent permitted or required by applicable Law, each such Person against any Losses (including reimbursement for legal and other fees and expenses incurred in advance of the final disposition of any such matter or investigation to the fullest extent permitted by applicable Law, provided that the Person to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately determined that such Person is not entitled to indemnification), judgments, fines and amounts paid in settlement in connection with any such threatened or actual Action in the United States. Such Persons shall reasonably cooperate with the Purchaser, the Bank and their Subsidiaries in the defense of any such threatened or actual Action, and none of Purchaser, the Bank or the Transferred Subsidiaries shall have any liability hereunder in respect of any compromise or settlement of any Action effected without the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed).

- (b) Without limiting the indemnification and other rights provided in Section 5.20(a), all rights to indemnification and all limitations on Losses existing in favor of the directors, officers and employees of the Bank and the Transferred Subsidiaries as provided in their respective Constituent Documents as in effect as of the date of this Agreement or in any indemnification agreement in existence on the date of this Agreement with the Bank or any Transferred Subsidiary shall continue in full force and effect to the fullest extent permitted by Law and shall be honored by the Bank and the Transferred Subsidiaries or their respective successors as if they were the indemnifying party thereunder, without any amendment thereto. At Closing, or as soon as practicable after Closing, the Purchaser shall, and shall cause the Bank, to use its reasonable best efforts to obtain a "tail" insurance policy with respect to directors' and officers' liability insurance that covers for a period of six (6) years from the Effective Time the individuals serving as directors and officers of the Bank or any Transferred Subsidiary immediately prior to the Effective Time for acts or omissions occurring prior to the Effective Time, with coverage and amounts appropriate for the size and scope of the Bank and the Transferred Subsidiaries in amounts consistent with the coverage existing as of the Closing, with respect to acts or omissions occurring prior to the Closing that were committed by such officers and directors in their capacity as such; provided, however, that in no event shall the Purchaser or the Bank be required to expend for such insurance policy an annual premium amount in excess of two-hundred fifty percent (250%) of the annual premiums currently paid by the Bank for such insurance.
- Section 5.21 Other Offers. None of the Sellers, their Affiliates, the Bank or any Transferred Subsidiary shall, directly or indirectly, through any representative or otherwise, solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept or consider any proposal of any other person relating to the acquisition of the Shares, or substantially all the assets, of the Bank (an "Acquisition Proposal") (other than acquisition of "other real estate owned" property held by the Bank in the ordinary course of its business in accordance with past practices), or otherwise disclose any non-public information or afford access to the properties, books or records of the Bank to any person or entity who has indicated an intention to make or has made an Acquisition Proposal.
- Section 5.22 Other Transaction Documents. On the Closing Date, Purchaser (or the Purchaser Bank) and Sellers shall cause to be executed and delivered (i) a Transitional Services Agreement, substantially in the form attached hereto as Annex B (the "Transitional Services Agreement"), (ii) a Reverse Transitional Services Agreement, substantially in the form attached hereto as Annex C (the "Reverse Transitional Services Agreement"), and (iii) a Registration Rights Agreement, substantially in the form attached hereto as Annex D (the "Registration Rights Agreement"), in each case with any changes or modifications thereto mutually agreed by Sellers and Purchaser.
- Section 5.23 <u>Treatment of Bank Indebtedness.</u> At and after the effective time of the Bank Merger, for any debt of the Bank or any Transferred Subsidiary set forth on <u>Section 5.23</u> of the Sellers' Disclosure Schedule, Purchaser, Purchaser Bank or another Subsidiary of Purchaser shall, to the extent permitted thereunder and required thereby, defease, repay or assume the due and punctual performance and observance of the covenants to be performed by the Bank under the definitive documents governing such indebtedness, and the due and punctual payment of the principal of (and premium, if any) and interest on, the notes governed thereby. In connection therewith, prior to the Effective Time, Purchaser and the Sellers shall, and shall cause the their respective Subsidiaries to, cooperate and use reasonable best efforts to (a) execute and deliver any supplemental indentures, officer's certificates or other documents, and (b) provide any opinion of counsel to the trustee thereof, in each case, required to make such defeasance, repayment or assumption effective as of the effective time of the Bank Merger or Closing, as may be elected by Purchaser in accordance with the definitive documents governing such indebtedness.

Section 5.24 <u>Updated Financial Information</u>.

- (a) From the date of this Agreement until the Closing Date or the termination of this Agreement pursuant to ARTICLE 7, and subject to Section 5.24(c), Seller will provide to Purchaser (i) at the same time that it receives such materials from the Bank, copies of all future monthly managerial financial packages of the type included in Section 1.3 of the Dataroom and (ii) as promptly as practicable, but in no event later than the thirtieth (30th) day following the end of the relevant quarter-end month, copies of all future Bank Call Reports. Each of the quarterly unaudited consolidated financial statements contained in the Bank Call Reports delivered pursuant to the foregoing clause (ii) will fairly present in all material respects the consolidated financial position of the Bank and its Subsidiaries, as of the dates thereof, and their respective results of operations and cash flows for the periods then ended, in each case, in conformity with GAAP and/or requirements under applicable Law (including applicable regulatory accounting principles) applied on a consistent basis (except as may be indicated in the notes thereto).
- If requested by Purchaser, and subject to Section 5.24(c), Sellers will prepare Carveout Financial (b) Statements as promptly as practicable after January 1, 2022. Sellers shall keep Purchasers reasonably informed on a current basis regarding the preparation of such Carveout Financial Statements. For purposes of this Agreement, "Carveout Financial Statements" means (a) a consolidated balance sheet for the Bank and the Transferred Subsidiaries (taking into account the Excluded Assets and Liabilities Transfer) as of December 31, 2021, and the related consolidated statements of comprehensive income for the year ended December 31, 2021, and (b) a consolidated balance sheet for Bank and the Transferred Subsidiaries (taking into account the Excluded Assets and Liabilities Transfer) as of the end of each fiscal quarter subsequent to December 31, 2021, and the related consolidated statements of income for the fiscal year-to-date period then ended. The Carveout Financial Statements will be prepared on a consistent basis as the carveout financial statements included in Section 1.3 of the Dataroom. If Purchaser is required to file financial statements related to the acquired business of the Bank and the Transferred Subsidiaries after the Closing for SEC reporting purposes (including pursuant to Item 9.01 of Form 8-K), then at the request of Purchaser, prior to Closing, Sellers shall, and shall cause the Bank and the Transferred Subsidiaries to, assist the Purchaser with the preparation of the financial statements and financial information required by the applicable requirements of Regulation S-X promulgated by the SEC, including by facilitating the audit or review, as required, of such financial statements and financial information by the Bank's independent auditors in accordance with applicable Law and auditing standards; provided that Purchaser shall reimburse Seller for all reasonable, documented out-of-pocket expenses of the Bank's independent auditors in connection with such audit or review.

- (c) Notwithstanding the foregoing, none of the Sellers, the Bank or any of the Transferred Subsidiaries shall be required to disclose any information when disclosure (A) could result in the loss of any legal privilege or contravene any Law (including those related to confidential supervisory information), (B) could result in the disclosure of any trade secrets or competitively sensitive information of Seller or its Affiliates or of a third party to whom Seller and its Affiliates have confidentiality obligations or (C) could result in Purchaser gaining access to any information solely relating to the Excluded Assets and Liabilities; provided that the parties shall use commercially reasonable efforts to make other arrangements (including redacting information or making substitute disclosure arrangements) that would enable such access or furnishing of information to Purchaser to occur without contravening any of the foregoing clauses (A), (B) and (C). All information received pursuant to this Section 5.24 shall be governed by the terms of Section 5.5.
- Section 5.25 <u>Certain Commercial Arrangements</u>. Sellers and Purchaser agree that, following the date hereof, they will make good faith efforts towards executing and delivering, as of the Closing, Contracts that would implement the proposed business relationships, including (1) financial service arrangements for Japanese corporate and individual clients to provide services that are similar to such services as provided by Sellers and the Bank prior to Closing; (2) collaboration in transaction banking services; (3) collaboration in financial technology business; and (4) other areas as mutually agreed to by the parties, in each case, on mutually acceptable terms taking into account each party's risk appetite and expected economic returns.

Section 5.26 <u>Transition</u>.

- (a) Promptly after the date hereof, Seller and Purchaser shall each appoint three (3) representatives (or another number of representatives as otherwise agreed to by Seller and Purchaser) as their respective transition representatives (each, a "Transition Representative"). Commencing on and following their respective appointment, and in all cases subject to applicable Law, the Transition Representatives shall be responsible for the development and implementation of a transition plan describing milestones, responsible parties, and timelines for the integration and migration planning of the businesses of the Bank and the Transferred Subsidiaries, on the one hand, and the businesses of the Purchaser and its Subsidiaries, on the other hand, effective as of the Closing Date or such later date as may be determined by Purchaser (the "Transition Plan"), including the scope of services to be provided pursuant to the Transitional Services Agreement and the Reverse Transitional Services Agreement, respectively, and the process and timeline for identifying such services, which plan shall be completed prior to the Closing Date. In all cases subject to applicable Law, the Transition Representatives and any other appropriate personnel shall meet (in person or virtually) in accordance with the governance and procedural terms established therefor to discuss the progress of the development and implementation of the Transition Plan and mutually agree in good faith on any necessary modifications to the Transition Plan to ensure that the Transition Plan is implemented in an orderly manner.
 - (b) The parties shall agree to take such actions set forth on Section 5.26(b) of the Sellers' Disclosure Schedule.

Section 5.27 <u>Additional Covenant.</u> Sellers agree to take such actions set forth in Section 5.27 of Sellers' Disclosure Schedule.

ARTICLE 6 CONDITIONS TO CLOSING

- Section 6.1 <u>Conditions to the Obligations of Purchaser and Sellers</u>. The obligations of the parties hereto to effect the Closing are subject to the satisfaction (or waiver) prior to the Closing of the following conditions:
- (a) <u>No Prohibitions</u>. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law or Government Order permanently restraining, enjoining or otherwise prohibiting or making illegal the consummation of the Transactions;
- (b) <u>Required Approvals</u>. All Requisite Regulatory Approvals set forth in <u>Schedule 3</u> hereto shall have been obtained, and any applicable waiting periods relating thereto shall have expired or been terminated early;
- (c) <u>Excluded Assets and Liabilities Transfer</u>. The Excluded Assets and Liabilities Transfer shall have been consummated pursuant to this Agreement, subject to <u>Section 2.7</u> hereof; and
- (d) <u>Special Dividend Transaction</u>. The Special Dividend Transaction shall have been consummated; <u>provided</u> that the Estimated Closing TBV shall not be less than the Target Closing TBV and shall not be more than the Maximum Closing TBV.
- Section 6.2 <u>Conditions to the Obligations of Purchaser</u>. The obligation of Purchaser to effect the Closing is subject to the satisfaction (or waiver) prior to the Closing of the following conditions:
- (a) Representations and Warranties. (i) Each of the Sellers' Fundamental Warranties shall be true and correct in all but *de minimis* respects on and as of the date hereof and the Closing Date; and (ii) other than the Sellers' Fundamental Warranties, the representations and warranties of Sellers contained in ARTICLE 3 of this Agreement (not giving effect to any "material" or "Material Adverse Effect" or other similar qualifiers) shall be true and correct as of the Closing Date (except for any such representations and warranties that are made as of another specific date which shall be required to be so true and correct only as of such date), except where the failures of such representations and warranties in clause (ii) to be true and correct as of such dates has not had, individually or in the aggregate, a Material Adverse Effect;
- (b) <u>Covenants</u>. All the covenants and agreements required by this Agreement to be complied with and performed by either of Sellers, the Bank or any Transferred Subsidiary on or before the Closing Date shall have been duly complied with and performed in all material respects;

(c)	Deliverables. Purchaser shall have received all certificates, documents, evidence and agreements required
to be delivered to it at the C	losing under the Agreement, all in form and substance reasonably satisfactory to Purchaser;

- (d) Officer's Certificate. Purchaser shall have received a certificate, signed on behalf of Sellers by a duly authorized officer of Seller Holdco and dated the Closing Date, (i) certifying that the conditions set forth in Section 6.2(a) through Section 6.2(c) have been satisfied; and
 - (e) <u>Additional Condition</u>. The condition set forth in <u>Section 6.2(e)</u> of Sellers' Disclosure Schedule.
- Section 6.3 <u>Conditions to the Obligations of Sellers</u>. The obligation of Sellers to effect the Closing is subject to the satisfaction (or waiver) prior to the Closing of the following conditions:
- (a) Representations and Warranties. (i) Each of the Purchaser's Fundamental Warranties shall be true and correct in all but *de minimis* respects on and as of the date hereof and the Closing Date; and (ii) other than the Purchaser's Fundamental Warranties, the representations and warranties of Purchaser contained in ARTICLE 4 of this Agreement (not giving effect to any "material" or "Purchaser Material Adverse Effect" or other similar qualifiers) shall be true and correct as of the Closing Date (except for any such representations and warranties that are made as of another specific date which shall be required to be so true and correct only as of such date), except where the failures of such representations and warranties in clause (ii) to be true and correct as of such dates has not had, individually or in the aggregate, a Purchaser Material Adverse Effect;
- (b) <u>Covenants</u>. All the covenants and other agreements required by this Agreement to be complied with and performed by Purchaser on or before the Closing Date shall have been duly complied with and performed in all material respects;
- (c) <u>Deliverables</u>. Sellers shall have received all certificates, documents, evidence and agreements required to be delivered to it at the Closing pursuant to <u>Section 2.2(c)</u>;
- (d) Officer's Certificate. Sellers shall have received a certificate, signed on behalf of Purchaser by a duly authorized officer of Purchaser and dated the Closing Date, to the effect that the conditions set forth in Section 6.3(a) through Section 6.3(c) have been satisfied; and
- (e) <u>Opinion of Counsel</u>. Sellers shall have received a written opinion of counsel with respect to the validity and due authorization of the shares of Purchaser Common Stock comprising the Stock Consideration and other customary matters with respect to the due incorporation and valid existence of Purchaser and such shares being legally issued, fully paid and non-assessable; and
- (f) <u>NYSE Listing</u>. The shares of Purchaser Common Stock that shall be issuable pursuant to this Agreement have been authorized for listing on the NYSE, subject to official notice of issuance.

ARTICLE 7 TERMINATION

Section 7.1 <u>Termination</u>. This Agreement may be terminated at any time prior to the Closing Date:

- (a) by mutual written consent of Purchaser and Seller Holdco;
- (b) by Purchaser or Seller Holdco by giving written notice to the other party if (i) any Governmental Authority that must grant a Requisite Regulatory Approval has denied such approval and such denial has become final and non-appealable or (ii) any Governmental Authority of competent jurisdiction shall have issued a final non-appealable order enjoining or otherwise prohibiting the consummation of the Transactions;
- by Purchaser or Seller Holdco by giving written notice to the other party if the Closing shall not have occurred on or before the Outside Date, unless the failure of the Closing to occur by such date arises out of, or results from, a material breach by the party seeking to terminate this Agreement of any representation, warranty, covenant or agreement of such party or its Affiliates in this Agreement; provided that, at the option of either party (if such party would be permitted to terminate this Agreement pursuant to this Section 7.1(c)), the Outside Date may be extended, by giving written notice to the other party, to December 31, 2022 in the event that the Requisite Regulatory Approvals have not yet been obtained and are reasonably capable of being obtained during such extension period;
- (d) by Purchaser by giving written notice to the Seller Holdco, if Sellers have breached any of their covenants or agreements or any of its representations or warranties contained in this Agreement, which breach, individually or in the aggregate, would cause the conditions set forth in <u>Section 6.2</u> to not be satisfied, and such breach is not cured within 45 days following written notice of such breach to Seller Holdco or cannot, by its nature, be cured prior to the Outside Date; <u>provided</u> that Purchaser is not then in material breach of any representation, warranty, covenant or other agreement contained in this Agreement; or
- (e) by Seller Holdco by giving written notice to the Purchaser, if Purchaser has breached any of its covenants or agreements or any of its representations or warranties contained in this Agreement, which breach, individually or in the aggregate, would cause the conditions set forth in Section 6.2(e) to not be satisfied, and such breach is not cured within 45 days following written notice to Purchaser of such breach or cannot, by its nature, be cured prior to the Outside Date; provided that Seller Holdco is not then in material breach of any representation, warranty, covenant or other agreement contained in this Agreement.
- Section 7.2 <u>Effect of Termination</u>. In the event of termination of this Agreement as provided in <u>Section 7.1</u>, this Agreement shall forthwith become void and have no effect, and none of Sellers, Purchaser, any of their respective Affiliates or any of the officers, directors or stockholders of any of them shall have any liability of any nature whatsoever hereunder, or in connection with the Transactions, except (i) <u>Section 5.5</u> (*Confidentiality*) and <u>ARTICLE 8</u> (*General Provisions*) shall survive any termination of this Agreement, and (ii) termination will not relieve any party from liability for any willful and material breach prior to such termination. For purposes of this <u>Section 7.2</u>, a willful and material breach means a material breach that is a consequence of an act undertaken by the breaching party with the actual knowledge or reasonable expectation that the taking of such act would, or would reasonably be expected to, cause a breach of this Agreement.

ARTICLE 8 GENERAL PROVISIONS

Section 8.1 <u>Survival of Representations and Warranties; Indemnification.</u>

(a) The representations and warranties of the parties shall survive until the date that is eighteen (18) months
following the Closing Date, <u>provided</u> that the Sellers' Fundamental Warranties and the Purchaser's Fundamental Warranties shall
survive until the expiration of the applicable statute of limitations, and provided, further, that survival of the representations and
warranties set forth in Section 3.15 shall be governed by Section 5.9(j). Except as provided in Section 5.9(j), the covenants and
agreements contained in this Agreement shall survive the Effective Time until fully performed in accordance with their respective
terms, provided that the covenants and agreements contained in this Agreement that by their terms apply or are to be performed entirely
prior to the Effective Time shall only survive until the end of the period specified in the immediately preceding sentence.
Notwithstanding the preceding sentences, any breach of representation, warranty, covenant or agreement in respect of which indemnity
may be sought under this Agreement shall survive the time at which it would otherwise terminate if (and to the extent) prior to such
time notice of the breach giving rise to such right of indemnity shall have been given in accordance with this <u>Section 8.1</u> to the party
against whom indemnity is sought, in which case such breach shall survive until final resolution of such claim (or, if earlier, the latest
date permitted by applicable Law).

(b)	Effective at and after the Closing and subject to the other provisions of this <u>Section 8.1</u> , Seller Holdco
hereby agrees to indemnify	Purchaser and its Affiliates (including the Bank and the Transferred Subsidiaries) and their respective
Representatives (collective	y, the "Purchaser Indemnified Parties") against and agrees to hold each of them harmless from, and
reimburse any Purchaser In	demnified Party for, any and all Losses suffered by a Purchaser Indemnified Party as a result of or relating
to:	

- (i) any breach or inaccuracy of any Sellers' Fundamental Warranty or the certificate delivered at Closing in respect thereof determined without giving effect to any limitations as to materiality or "Material Adverse Effect" set forth therein;
- (ii) any breach or inaccuracy of any representation and warranty made by Sellers set forth in this Agreement or the certificate delivered at Closing in respect thereof (other than the Sellers' Fundamental Warranties and the representations and warranties set forth in Section 3.15 (which matters are addressed in Section 5.9)) without giving effect to any limitations as to materiality or "Material Adverse Effect" set forth therein (other than in Section 3.6(f));

- (iii) any breach, failure, nonfulfillment or default by Sellers in the performance of or compliance with any of the covenants or agreements made or to be performed by Sellers pursuant to this Agreement;
- (iv) any Transaction Expenses that were not (A) paid in full at or prior to the Closing or (B) borne entirely by Sellers or any of its Affiliates (other than the Bank and the Transferred Subsidiaries);
- (v) the Excluded Assets and Liabilities (including the Excluded Subsidiaries) and the Excluded Employees;
 - (vi) the matters set forth on Section 8.1(b)(vi) of Sellers' Disclosure Schedule; and
 - (vii) the matters set forth on <u>Section 8.1(b)(vii)</u> of Sellers' Disclosure Schedule.

Notwithstanding any other provision to the contrary, Seller Holdco shall not be required to indemnify or hold harmless any Purchaser Indemnified Party against, or reimburse any Purchaser Indemnified Party for, any Losses pursuant to Section 8.1(b)(ii) (A) with respect to any claim (or series of claims arising from similar or related underlying facts, events or circumstances) unless such claim (or series of claims arising from similar or related underlying facts, events or circumstances) involves Losses in excess of \$200,000 (nor shall any such claim (or series of claims arising from similar or related underlying facts, events or circumstances) that does not meet such \$200,000 threshold be applied to or considered for purposes of calculating the aggregate amount of the Purchaser Indemnified Parties' Losses for which Seller Holdco has responsibility under Section 8.1(b)(ii)), and (B) until the aggregate amount of the Purchaser Indemnified Parties' Losses exceeds \$80,000,000 (such amount, the "Basket"), after which Seller Holdco shall be obligated for all such Losses of the Purchaser Indemnified Parties in excess of the amount of the Basket, subject to the immediately next sentence.

Notwithstanding any other provision to the contrary, (A) the cumulative aggregate indemnification obligation of Seller Holdco under Section 8.1(b)(ii) shall not exceed \$800,000,000 (the "Cap"), (B) the cumulative aggregate indemnification obligation of Seller Holdco under Section 8.1(b)(ii), Section 8.1(b)(vi) and Section 8.1(b)(vii) shall not exceed \$1,200,000,000, and (C) the cumulative aggregate indemnification obligation of Seller Holdco under Section 8.1(b)(i) and (b)(ii) shall not exceed the Purchase Price (as adjusted hereunder), other than in respect of Losses arising as a result of fraud.

- (c) Effective at and after the Closing and subject to the other provisions of this <u>Section 8.1</u>, Purchaser hereby indemnifies Seller Holdco and its Affiliates and their respective Representatives (collectively, the "<u>Seller Indemnified Parties</u>") against and agrees to hold each of them harmless from, and reimburse any Seller Indemnified Party for, any and all Losses suffered by a Seller Indemnified Party as a result of or relating to:
 - (i) any breach or inaccuracy of any Purchaser's Fundamental Warranty or the certificate delivered at Closing in respect thereof determined without giving effect to any limitations as to materiality or "Purchaser Material Adverse Effect" set forth therein;

- (ii) any breach or inaccuracy of any representation and warranty made by Purchaser set forth in this Agreement or the certificate delivered at Closing in respect thereof (other than the Purchaser's Fundamental Warranties) determined without giving effect to any limitations as to materiality or "Purchaser Material Adverse Effect" set forth therein; or
- (iii) any breach, failure, nonfulfillment or default by Purchaser in the performance of or compliance with any of the covenants or agreements made or to be performed by Purchaser pursuant to this Agreement.

Notwithstanding any other provision to the contrary, Purchaser shall not be required to indemnify or hold harmless any Seller Indemnified Party against, or reimburse any Seller Indemnified Party for, any Losses pursuant to Section 8.1(c)(ii) (A) with respect to any claim (or series of related claims arising from similar or related underlying facts, events or circumstances) unless such claim (or series of related claims arising from similar or related underlying facts, events or circumstances) involves Losses in excess of \$200,000 (nor, subject to the foregoing, shall any such item that does not meet such \$200,000 threshold be applied to or considered for purposes of calculating the aggregate amount of the Seller Indemnified Parties' Losses for which Purchaser has responsibility under Section 8.1(c)(ii)), and (B) until the aggregate amount of the Seller Indemnified Parties' Losses exceeds the Basket, after which Purchaser shall be obligated for all such Losses of the Seller Indemnified Parties in excess of the amount of the Basket, subject to the immediately next sentence.

Notwithstanding any other provision to the contrary, the cumulative aggregate indemnification obligation of Purchaser under Section 8.1(c)(ii) shall not exceed the Cap, and the cumulative aggregate indemnification obligation of Purchaser under Section 8.1(c)(ii) and (c)(ii) shall not exceed the Purchase Price (as adjusted hereunder), other than in respect of Losses arising as a result of fraud.

(d) If a Purchaser Indemnified Party or a Seller Indemnified Party (each, an "Indemnified Party") believes that a claim, demand or other circumstance exists that has given or may reasonably be expected to give rise to a right of indemnification under this Section 8.1, such Indemnified Party shall assert its claim for indemnification by giving written notice thereof (a "Claim Notice") to Seller Holdco (if indemnification is sought from Seller Holdco) or Purchaser (if indemnification is sought from Purchaser) (in either such case, the "Indemnifying Party") (i) if the event or occurrence giving rise to such claim for indemnification is, or relates to, a claim, suit, action or proceeding brought by a Person not a party to this Agreement or affiliated with any such party (a "Third Party"), promptly following receipt of notice of such claim, suit, action or proceeding by such Indemnified Party, or (ii) if the event or occurrence giving rise to such claim for indemnification is not, or does not relate to, a claim, suit, action or proceeding brought by a Third Party, promptly after the discovery by the Indemnified Party of the circumstances giving rise to such claim for indemnity; provided, however, that any failure or delay in providing such notice shall not release the Indemnifying Party from any of its obligations under this Section 8.1 except to the extent the Indemnifying Party is prejudiced by such failure or delay. Each Claim Notice shall describe the claim in reasonable detail including (i) the legal and factual basis of the claim, (ii) an estimate of the amount of Losses which are, or are to be, the subject of the claim and (iii) such other information as is reasonably necessary to enable the Indemnifying Party to assess the merits of the claim (in each case in (i), (ii) and (iii), to the extent then known or reasonably ascertainable).

If any claim or demand by an Indemnified Party under this Section 8.1 relates to an action or claim filed or (e) made against an Indemnified Party by a Third Party (each, a "Third Party Claim"), the Indemnifying Party may, at its option, assume and control the defense of such Third Party Claim (including, subject to the remainder of this Section 8.1(e), any negotiation relating thereto and the settlement or compromise thereof) at its sole cost and expense and with its own counsel (which counsel shall be reasonably acceptable to the Indemnified Party); provided, however, that an Indemnifying Party shall not have the right to assume and control the defense of any criminal or regulatory action or claim, any claim seeking material non-monetary remedies or any claim where the portion of the claim for which the Indemnified Party would not be indemnified is reasonably likely to exceed the portion of the claim for which it would be indemnified. The parties shall cooperate in the defense of such Third Party Claim, and, unless and until the Indemnifying Party shall have so assumed the defense of such Third Party Claim, the reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by the Indemnified Party in connection with the defense, settlement or compromise of such claim or action shall be a Loss subject to indemnification hereunder to the extent provided herein. Any Indemnified Party shall have the right to employ separate counsel in any such Third Party Claim and to participate in the defense thereof, and the reasonable out-of-pocket costs and expenses incurred by the Indemnified Party's separate counsel in connection with the defense, settlement or compromise of such claim or action shall be a Loss subject to indemnification hereunder provided (i) the Indemnifying Party is not entitled to assume and control the defense of such Third Party Claim pursuant to this Section 8.1(e) or shall have failed within fortyfive (45) days after receipt of a Claim Notice in respect of such Third Party Claim to assume the defense of such Third Party Claim or to notify the Indemnified Party in writing that it will assume the defense of such Third Party Claim; (ii) the employment of such counsel has been specifically authorized in writing by the Indemnifying Party at the Indemnifying Party's expense; (iii) the Indemnified Party's counsel shall have concluded that there is or would reasonably be expected to be a conflict of interest or one or more legal defenses or counterclaims available to such Indemnified Party or to other Indemnified Parties which are different from or additional to those available to the Indemnifying Party such that it would be inappropriate or inadvisable in the reasonable judgment of Indemnified Party's counsel for the same counsel to represent both the Indemnified Party and the Indemnifying Party; or (iv) the Indemnifying Party ceases to diligently defend such claims.

- No Indemnifying Party shall be liable to indemnify any Indemnified Party for any compromise or settlement of any action or claim effected without the prior written consent of the Indemnifying Party, but said consent shall not be unreasonably withheld or delayed, and if settled with the consent of the Indemnifying Party, or if there be final judgment for the plaintiff in any such action that the Indemnified Party is required to pay by the court at the time paid, the Indemnifying Party shall indemnify and hold harmless each Indemnified Party from and against any Loss by reason of such settlement or judgment, subject to the terms and conditions of this Section 8.1. If the Indemnifying Party shall assume the defense of any claim in accordance with the provisions of this Section 8.1, the Indemnifying Party shall obtain the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed) before entering into any settlement of such claim unless (i) the relief consists solely of monetary damages to be paid entirely by the Indemnifying Party (or a liability insurer thereof) (other than the Basket, if any, to be paid by the Indemnified Party), (ii) the settlement includes no admission or finding of any violation of Law or admission of wrongdoing by the Indemnified Party, and (iii) the settlement includes a provision whereby the plaintiff or claimant releases the Indemnified Parties from all liability with respect thereto. Each Indemnified Party shall make available to the Indemnifying Party all information reasonably available to such Indemnified Party relating to such action or claim the provision of which would not, in the reasonable judgment of the Indemnified Party, violate or jeopardize any applicable attorney-client or other privilege. In addition, the parties shall render to each other such assistance as may reasonably be requested in order to help ensure the proper and adequate defense of any such action or claim. The party in charge of the defense shall keep the other parties reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect thereto.
- (g) Purchaser and, after the Closing, the Bank shall take and shall cause its Affiliates to use commercially reasonable efforts to mitigate any Loss for which any of them could be entitled to indemnification under this <u>Section 8.1</u> upon becoming aware of any event which would reasonably be expected to, or does actually, give rise thereto, including incurring costs to the extent necessary to remedy the breach which gives rise to such Loss (which costs, for the avoidance of doubt, shall be considered Loss).
- (h) The amount which the Indemnifying Party is or may be required to pay to any Indemnified Party pursuant to this Section 8.1 shall be reduced (retroactively, if necessary) by any insurance proceeds or other amounts actually recovered by or on behalf of such Indemnified Party in reduction of the related Loss, net of any deductibles or other expenses incurred in connection therewith. If an Indemnified Party shall have received the payment required by this Agreement from the Indemnifying Party in respect of Loss and shall subsequently receive insurance proceeds or other amounts in respect of such Loss, then such Indemnified Party shall promptly repay to the Indemnifying Party a sum equal to the amount of such net insurance proceeds or other net amounts actually received. In calculating the amount of any Loss, there shall be deducted an amount equal to any net Tax benefit actually realized (including the utilization of a Tax loss or Tax credit carried forward) as a result of such Loss by the Indemnified Party claiming such Loss in the taxable year in which such Loss occurred (determined on a "with and without" basis).
- (i) With respect to the indemnification obligation set forth in this Section 8.1, in no event shall (i) the Indemnifying Party have any liability to the Indemnified Party or any of its Affiliates for any consequential, indirect, speculative, incidental, special or punitive damages, except to the extent awarded by a court of competent jurisdiction in connection with a Third Party Claim or is reasonably foreseeable, (ii) the Indemnified Party or any of its Affiliates be entitled to recover from the Indemnifying Party under this Section 8.1 more than once in respect of the same Loss; or (iii) the Indemnifying Party be liable for any Loss which is contingent unless and until such contingent Loss becomes an actual liability and is due and payable.

- (j) Effective at and after the Closing, the indemnification provided in this Section 8.1 shall be the exclusive remedy available to any party hereto with respect to any breach of any representation, warranty, covenant or agreement in this Agreement, or otherwise in respect of the transactions contemplated by this Agreement or any claims relating to this Agreement or any certificate delivered pursuant hereto, except (i) in the case of fraud or willful misconduct, or with respect to matters for which the remedy of specific performance, injunctive relief or other non-monetary equitable remedies are available in accordance with Section 8.5, (ii) with respect to Taxes (the indemnification for which shall be governed exclusively by Section 5.9), (iii) with respect to the failure of Purchaser to pay the Excess Capital Amount in full within the period provided for in Section 5.16, or (iv) as otherwise expressly provided in this Agreement.
- Section 8.2 <u>Amendment; Waiver</u>. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties hereto, or in the case of a waiver, by the party or parties against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power 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 other right, power or privilege.
- Section 8.3 <u>Entire Agreement</u>. The Transaction Documents and the Confidentiality Agreements represent the entire understanding of the parties hereto with respect to the subject matter hereof and thereof and supersede any and all other oral or written agreements heretofore made.
- Section 8.4 <u>Assignment</u>. No party to this Agreement may assign any of its rights or obligations under this Agreement (whether by operation of law or otherwise) without the prior written consent of the other parties hereto. Any attempted or purported assignment in contravention of this provision shall be null and void.
- Section 8.5 <u>Specific Performance</u>. The parties hereto agree that if any of the provisions of this Agreement were not to be performed as required by their specific terms or were to be otherwise breached, including, for the avoidance of doubt, a breach of <u>Section 5.5</u>, irreparable damage will occur, no adequate remedy at law would exist and damages would be difficult to determine, and that such parties shall be entitled, without the necessity of posting a bond or other security, to an injunction or injunctions to prevent breaches, and to specific performance of the terms, of this Agreement, in addition to any other remedy at law or equity.
- Section 8.6 <u>Counterparts</u>. This Agreement may be executed in two or more counterparts (including by facsimile, email or other electronic means such as ".pdf" or ".tiff" files), each of which shall be deemed to constitute an original, but all of which together shall be deemed to constitute one and the same instrument.

Section 8.7 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, (b) on the first (1st) Business Day after being sent if delivered utilizing a next-day service by an internationally recognized overnight courier that issues a receipt or other confirmation of delivery, (c) on the earlier of confirmed receipt or the third (3rd) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid or (d) when transmitted to the email address set out below, as applicable (provided, that no "error" message or other notification of non-delivery is generated). All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice. Whenever notice is given hereunder under clauses (a), (b) or (c) of this Section 8.7, a copy of such notice shall be sent via email to the addresses of the recipient parties below.

If to Sellers, to:

Mitsubishi UFJ Financial Group, Inc. 2-7-1, Marunouchi, Chiyoda-ku Tokyo, Japan 100-8330

Attention: Hiroshi Kawano

Email: hiroshi_3_kawano@mufg.jp

and

Mitsubishi UFJ Financial Group, Inc. 2-7-1, Marunouchi, Chiyoda-ku Tokyo, Japan 100-8330

Attention: Morito Emi

Email: morito_emi@mufg.jp

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

Sullivan & Cromwell LLP 125 Broad Street New York, New York 10004 Attention: H. Rodgin Cohen

Donald J. Toumey

C. Michelle Chen

Email: Cohenhr@sullcrom.com

Toumeyd@sullcrom.com Chenc@sullcrom.com

If to Purchaser, to:

U.S. Bancorp 800 Nicollett Mall

Minneapolis, Minnesota 55402 Attention: Adam C. Graves

Email: adam.graves@usbank.com

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

U.S. Bancorp 800 Nicollett Mall Minneapolis, Minnesota 55402 Attention: James L. Chosy

Email: james.chosy@usbank.com

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

Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, New York 10017

Attention: Lee Meyerson Ravi Purushotham

Email: lmeyerson@stblaw.com

RPurushotham@stblaw.com

Section 8.8 <u>Provisions Separable</u>.

(a) The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or entity or any circumstance, is found by a court or other Governmental Authority of competent jurisdiction to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability, of such provision, or the application thereof, in any other jurisdiction.

(b) Without limiting generality of the foregoing, the parties acknowledge and agree that (i) the covenants and agreements set forth in Section 5.7 and Section 5.8 were a material inducement to the parties to enter into this Agreement and to perform their respective obligations hereunder, and (ii) if any portion of any provisions in Section 5.7 or Section 5.8 is held invalid or unenforceable, the remaining provisions of Section 5.7 and Section 5.8 will remain in full force and effect to the maximum extent permitted by Law.

Section 8.9 <u>Parties in Interest</u>. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Except as set forth in <u>Section 5.20</u>, nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any Person other than the parties hereto and their successors or permitted assigns.

Section 8.10 <u>Expenses</u>. Except as otherwise specifically provided in the Transaction Documents, each party hereto will bear all expenses incurred by it in connection with this Agreement and the transactions contemplated hereby (it being understood and agreed that all such expenses incurred by or on behalf of the Bank, any Transferred Subsidiary or the Excluded Subsidiaries shall be the responsibility of the Sellers).

Section 8.11 <u>Deadlines</u>. If the last day of the time period for the giving of any notice or the taking of any action required under this Agreement falls on a day that is not a Business Day, the time period for giving such notice or taking such action shall be extended through the Business Day immediately following the original expiration date of such action.

Section 8.12 Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY OTHER AGREEMENTS EXECUTED IN CONNECTION HEREWITH, OR THE ADMINISTRATION THEREOF OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN. NO PARTY TO THIS AGREEMENT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY RELATED INSTRUMENTS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

Section 8.13 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York applicable to agreements made and wholly to be performed in such State. EACH PARTY HERETO, TO THE EXTENT IT MAY LAWFULLY DO SO, HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY COURT OF THE STATE OF NEW YORK LOCATED IN THE BOROUGH OF MANHATTAN IN NEW YORK CITY AND THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AS WELL AS TO THE JURISDICTION OF ALL COURTS FROM WHICH AN APPEAL MAY BE TAKEN OR OTHER REVIEW SOUGHT FROM THE AFORESAID COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF SUCH PARTY'S OBLIGATIONS UNDER OR WITH RESPECT TO THIS AGREEMENT OR ANY OF THE AGREEMENTS, INSTRUMENTS OR DOCUMENTS CONTEMPLATED HEREBY, AND EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE AS TO VENUE IN ANY OF SUCH COURTS. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and, to the extent permitted by Law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8.7 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by Law.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each of the parties hereto as of the date first above written.

MITSUBISHI UFJ FINANCIAL GROUP, INC.

By:/s/ Hironori Kamezawa

Name: Hironori Kamezawa Title: President & Group CEO

MUFG AMERICAS HOLDINGS CORPORATION

By:/s/ Kevin P. Cronin

Name: Kevin P. Cronin

Title: President & Chief Executive Officer

U.S. BANCORP

By:/s/ Andrew Cecere

Name: Andrew Cecere

Title: Chairman, President and Chief

Executive Officer

[Signature Page to the Share Purchase Agreement]

SCHEDULE 3

Requisite Regulatory Approvals

- 1. U.S. bank regulatory approvals or non-objection notices in respect of the Stock Sale and the Bank Merger, including from (a) the Federal Reserve (the "Federal Reserve Approval") and (b) the OCC (the "OCC Approval").
- 2. U.S. and non-U.S. bank regulatory approvals or non-objection notices in respect of the Excluded Assets and Liabilities Transfer, including from (a) the FDIC (the "FDIC Approval"), (b) the JFSA (the "JFSA Approval").
- 3. U.S. bank regulatory approvals or non-objection notices in respect of the Special Dividend Transaction, including from the OCC (the "Special Dividend Approval").
- 4. U.S. and non-U.S. approvals or non-objections, if and as applicable, with respect to the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and similar competition laws of other jurisdictions.
- 5. The approval or non-objections in respect of a change of control of UnionBanc Investment Services, LLC, including from the Financial Industry Regulatory Authority, and any filings required to comply with state and insurance securities authorities, in respect of UnionBanc Investment Services, LLC, as a result of the change of control contemplated hereby.
- 6. The expiration or termination of all statutory waiting periods in respect of the Requisite Regulatory Approvals or filings described in Paragraphs 1 through 5 above.

PUBLIC EXHIBIT 2

LIST OF U.S. BANK'S BRANCHES

U.S. BANK N.A. BRANCHES (As of September 9, 2021)

BranchType (select one	TimeCade BanularBranchName	AddressLine1	AddressLine2 AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
from list)	TypeCode PopularBranchName									
Staffed Branch (1) Staffed Branch (1)	1 Alma 1 West Pine	115 Highway 64 West 2701 Pine St	Alma Arkadelohia	AR AR	72921	72921 71923-4205	Crawford County Clark County	111	109985A 112047A	Middle Upper
Staffed Branch (1)	1 Bryant	100 Commerce St	Bryant	AR	72022	72022-7032	Saline County	157	112045A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Conway Main 1 Heber Springs	1122 Van Ronkle St 821 W Main St	Conway Heber Springs	AR AR	72032 72543	72032-4328 72543-2926	Faulkner County Cleburne County	117	109997A 109990A	. Moderate Middle
Staffed Branch (1)	Hot Springs Central Avenue	1234 Central Ave	Hot Springs	AR	71901	71901-6031	Garland County	120	112038A	Moderate
Staffed Branch (1)	1 Highway 70 West	1768 Airport Rd	Hot Springs	AR AR	71913 71913	71913-7948 71913-7253	Garland County	120	112042A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Hot Springs Mall 1 Highway 7 North	;4451 Central Ave 101 Cooper Cir	Hot Springs Hot Springs Village	AR AR	71913	71909-3173	Garland County Garland County	120 120	112040A 112044A	Middle Upper
Staffed Branch (1)	1 Jacksonville AR	1804 N 1st St	Jacksonville	AR	72076	72076-2857	Pulaski County	154	109955A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Rodney Parham 1 Chenal	10720 N Rodney Parham Rd 17200 Chenal Pkwy	Little Rock Little Rock	AR AR	72212 72223	72212-4177 72223-5958	Pulaski County Pulaski County	154 154	109970A 112365A	Upper Upper
Staffed Branch (1)	1 Geyer Springs	6004 Baseline Rd	Little Rock	AR	72209	72209-4724	Pulaski County	154	109953A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Park Plaza 1 Malvern Ash Street	6320 W Markham St 327 S Ash St	Little Rock Malvern	AR AR	72205 72104	72205-3119 72104-3917	Pulaski County Hot Spring County	154 124	116570A 112880A	Upper Middle
Staffed Branch (1)	1 Maumelle	119 Audubon Dr	Maumelle	AR	72104	72113-5806	Pulaski County	154	109959A	Upper
Staffed Branch (1)	1 Highway 9B	1539 N Highway 9B	Morrilton	AR	72110	72110-1539	Conway County	109	109982A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Mountain Home 1 One Riverfront Place	100 S Main St 1 Riverfront PI	Mountain Home North Little Rock	AR AR	72653 72114	72653-3849 72114-5641	Baxter County Pulaski County	97 154	109993A 116038A	Middle Moderate
Staffed Branch (1)	1 Levy	3701 Camp Robinson Rd	North Little Rock	AR	72118	72118-4845	Pulaski County	154	109958A	Moderate
Staffed Branch (1)	1 McCain Boulevard	3703 McCain Blvd	North Little Rock	AR	72116	72116-8023	Pulaski County	154	109960A	Upper
Staffed Branch (1) Staffed Branch (1)	1 North Hills 1 Sheridan AR	7001 John F Kennedy Blvd 101 N Oak St	North Little Rock Sheridan	AR AR	72116 72150	72116-5314 72150-2129	Pulaski County Grant County	154 121	109964A 112051A	Upper Middle
Staffed Branch (1)	1 Kiehl	4199 E Kiehl Ave	Sherwood	AR	72120	72120-3539	Pulaski County	154	109956A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Pointer Trail 1 West Apache Trail Safeway	102 Pointer Trl W 3185 W Apache Trl	Van Buren Apache Junction	AR A7	72956 85120	72956-2237 85120-3608	Crawford County Pinal County	111	109987A 128392A	Upper Moderate
Staffed Branch (1)	1 Buckeye Fry's	1300 S Watson Rd	Buckeye	AZ	85326	85326-6303	Maricopa County	182	148460A	Middle
Staffed Branch (1)	1 Bullhead City AZ	2840 Highway 95	Bullhead City	AZ	86442	86442-3722	Mohave County	183	143855A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Casa Grande Fry's 1 East Ray Road Safeway	2858 N Pinal Ave 1060 E Ray Rd	Casa Grande Chandler	AZ AZ	85122 85225	85122-7917 85225-1542	Pinal County Maricopa County	186 182	148577A 126444A	Middle Upper
Staffed Branch (1)	1 Chandler AZ	2995 S Alma School Rd	Chandler	AZ	85248	85248-4618	Maricopa County	182	133765A	Upper
Staffed Branch (1)	1 Ocotillo Intel Campus	4500 S Dobson Rd 5000 W Chandler Blvd	Chandler	AZ A7	85248	85248-4907	Maricopa County	182 182	155002A	Heres
Staffed Branch (1) Staffed Branch (1)	1 Chandler Intel Campus 1 Anthem at Merrill Ranch Safeway	3325 N Hunt Hwy	Chandler Florence	AZ AZ	85226 85132	85226-3601 85132-6894	Maricopa County Pinal County	182 186	153411A 140307A	Upper Middle
Staffed Branch (1)	1 Fountain Hills Safeway	13733 N Fountain Hills Blvd	Fountain Hills	AZ	85268	85268-3730	Maricopa County	182	155004A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Gilbert AZ 1 East Baseline Safeway	2811 S Market St 5137 E Baseline Rd	Gilbert Gilbert	AZ AZ	85295 85234	85295-1303 85234-2967	Maricopa County Maricopa County	182	137604A 128389A	Upper Upper
Staffed Branch (1)	1 Gilbert Fry's	6470 S Higley Rd	Gilbert	AZ	85298	85298-4341	Maricopa County	182	147739A	Upper
Staffed Branch (1)	1 Deer Valley Safeway	3800 W Happy Valley Rd	Glendale	AZ	85310	85310-3280	Maricopa County	182	143366A	Upper
Staffed Branch (1) Staffed Branch (1)	1 43rd and Northern Fry's 1 Arrowhead Fry's	4329 W Northern Ave 6611 W Bell Rd	Glendale Glendale	AZ AZ	85301 85308	85301-1647 85308-3607	Maricopa County Maricopa County	182 182	168038A 155759A	Moderate Middle
Staffed Branch (1)	1 Sarival Fry's	16380 W Yuma Rd	Goodyear	AZ	85338	85338-3100	Maricopa County	182	147943A	Middle
Staffed Branch (1)	1 Green Valley Safeway	1305 W Duval Mine Rd	Green Valley	AZ	85614	85614-5022	Pima County	185	142492A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Kingman AZ 1 Laveen Safeway	3240 Stockton Hill Rd 5035 W Baseline Rd	Kingman Laveen	AZ AZ	86409 85339	86409-3675 85339-7310	Mohave County Maricopa County	183	143854A 143365A	Middle Middle
Staffed Branch (1)	1 Litchfield Park Albertsons	12970 W Indian School Rd	Litchfield Park	AZ	85340	85340-5153	Maricopa County	182	124560A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Downtown Mesa AZ 1 North Power Rd Safeway	1 N MacDonald	Mesa Mesa	AZ A7	85201 85205	85201-7339 85205-3705	Maricopa County Maricopa County	182	130014A 126450A	Moderate Upper
Staffed Branch (1)	1 East Southern Ave Safeway	3622 E Southern Ave	Mesa	AZ	85206	85206-2504	Maricopa County	182	128382A	Upper
Staffed Branch (1)	1 83rd Ave Safeway	12320 N 83rd Ave	Peoria	AZ A7	85381	85381-4155 85383-2087	Maricopa County	182	127356A 141691A	Middle
Staffed Branch (1) Staffed Branch (1)	Vistancia Boulevard Safeway Lake Pleasant AZ Fry's	28455 N Vistancia Blvd 8375 W Deer Valley Rd	Peoria Peoria	AZ AZ	85383 85382	85383-2087 85382-2460	Maricopa County Maricopa County	182	141691A 148856A	Upper Middle
Staffed Branch (1)	1 Happy Valley & Lake Pleasant	9746 W Happy Valley Rd	Peoria	AZ	85383	85383-1256	Maricopa County	182	143363A	Upper
Staffed Branch (1) Staffed Branch (1)	1 75th & McDowell AZ 1 Desert Ridge	1820 N 75th Ave 20930 N Tatum Blvd	Phoenix Phoenix	AZ AZ	85035 85050	85035-4533 85050-4270	Maricopa County Maricopa County	182 182	137719A 132639A	Moderate Upper
Staffed Branch (1)	1 Biltmore	2222 E Camelback Rd	Phoenix	AZ	85016	85016-3428	Maricopa County	182	147553A	Upper
Staffed Branch (1)	1 Carefree Albertsons	3130 W Carefree Hwy	Phoenix	AZ	85086	85086-3200	Maricopa County	182	124344A	Upper
Staffed Branch (1) Staffed Branch (1)	1 West Bell Rd Safeway 1 35th & Southern	3450 W Bell Rd 3530 W Southern Ave	Phoenix Phoenix	AZ AZ	85053 85041	85053-2926 85041-4230	Maricopa County Maricopa County	182	127349A 143011A	Moderate Moderate
Staffed Branch (1)	1 Phoenix Uptown	3800 N Central Ave	Phoenix	AZ	85012	85012-1910	Maricopa County	182	116816A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Ahwatukee Safeway 1 Shea and Tatum Fry's	4005 E Chandler Blvd 4707 E Shea Blvd	Phoenix Phoenix	AZ AZ	85048 85028	85048-8888 85028-4215	Maricopa County Maricopa County	182 182	129414A 148855A	Middle Upper
Staffed Branch (1)	West Camelback Rd Safeway	4811 N 83rd Ave	Phoenix	AZ	85033	85033-1000	Maricopa County	182	127347A	Moderate
Staffed Branch (1)	1 South 16th St Safeway	6202 S 16th St	Phoenix	AZ	85042	85042-4434	Maricopa County	182	127365A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Fountain Square AZ 1 Prescott AZ	630 E Bell Rd 3030 East Highway 69	Phoenix Prescott	AZ AZ	85022 86301	85022-2311 86301	Maricopa County Yavapal County	182 188	128563A 143857A	Middle Middle
Staffed Branch (1)	1 Queen Creek Safeway	18495 E Queen Creek Rd	Queen Creek	AZ	85142	85142-3597	Maricopa County	182	126459A	Upper
Staffed Branch (1) Staffed Branch (1)	1 DC Ranch AZ Safeway 1 Summit Scottsdale AZ SFWY	20901 N Pima Rd 32551 N Scottsdale Rd	Scottsdale Scottsdale	AZ AZ	85255 85266	85255-9193 85266-1515	Maricopa County Maricopa County	182 182	126474A 126460A	Upper Upper
Staffed Branch (1)	1 Old Town Scottsdale AZ	4253 N Scottsdale Rd	Scottsdale	AZ AZ	85251	85251-3916	Maricopa County	182	137128A	Middle
Staffed Branch (1)	1 Kierland Safeway	6501 E Greenway Pkwy	Scottsdale	AZ	85254	85254-2065	Maricopa County	182	142832A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Scottsdale 1 Sun City AZ	9719 N Hayden Rd 9899 W Bell Rd	Scottsdale Sun City	AZ AZ	85258 85351	85258-1837 85351-1345	Maricopa County Maricopa County	182 182	172608A 149617A	Upper Middle
Staffed Branch (1)	1 Surprise AZ	13753 W Bell Rd	Surprise	AZ	85374	85374-2455	Maricopa County	182	133763A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Cotton AZ Safeway 1 Tempe	17049 W Bell Rd	Surprise Tempe	AZ AZ	85374 85283	85374-2976 85283-1502	Maricopa County Maricopa County	182 182	133764A 172609A	Middle Upper
Staffed Branch (1)	1 Tempe 1 Tempe Marketplace	2060 E Rio Salado Pkwy	Tempe Tempe	AZ AZ	85283 85281	85283-1502 85281-4840	Maricopa County Maricopa County	182	1/2609A 142456A	Upper Moderate
Staffed Branch (1)	1 Ray & Rural Fry's	9900 S Rural Rd	Tempe	AZ	85284	85284-4116	Maricopa County	182	156143A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Broadway & Campbell AZ Safeway 1 West Grant Safeway	1940 E Broadway Blvd 2140 W Grant Rd	Tucson Tucson	AZ AZ	85719 85745	85719-5934 85745-1142	Pima County Pima County	185 185	137607A 143241A	Moderate Moderate
Staffed Branch (1)	1 North Oracle Safeway	7110 N Oracle Rd	Tucson	AZ AZ	85704	85704-4332	Pima County Pima County	185	129190A	Upper
Staffed Branch (1)	1 Broadway & Pantano	7685 E Broadway Blvd	Tucson	AZ	85710	85710-3757	Pima County	185	143013A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 North Silverbell Safeway 1 Adelanto CA	9100 N Silverbell Rd 11994 Palmdale Rd	Tucson Adelanto	AZ CA	92301	85743-8172 92301-6705	Pima County San Bernardino County	185	129179A 143836A	Middle Middle
Staffed Branch (1)	1 Agoura Hills Vons	5671 Kanan Rd	Agoura Hills	CA	91301	91301-3358	Los Angeles County	208	128951A	Upper
Staffed Branch (1)	1 Alameda CA Safeway	2227 S Shore Ctr	Alameda	CA	94501	94501-8029	Alameda County	190	107142A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Alameda Main 1 Alhambra Albertsons	2424 Santa Clara Ave 2400 W Commonwealth Ave	Alameda Alhambra	CA CA	94501 91803	94501-4537 91803-1305	Alameda County Los Angeles County	190 208	106984A 213155A	Middle Middle
Staffed Branch (1)	1 Aliso Viejo CA Ralphs	26901 Aliso Creek Rd	Aliso Viejo	CA	92656	92656-3393	Orange County	219	143983A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Alpine Blvd & S Grade Rd Albertsons 1 R Cucamonga CA Archibald	2955 Alpine Blvd 9696 Baseline Rd	Alpine Alta Loma	CA CA	91901 91701	91901-2392 91701-5035	San Diego County San Bernardino County	226 225	142168A 143850A	Upper Middle
Staffed Branch (1)	1 Alturas	346 N Main St	Alta Loma Alturas	CA	96101	96101-4049	Modoc County	214	14385UA 107077A	Moderate
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BranchType (select one										
from list)	nTypeCode PopularBranchName	AddressLine1	AddressLine2 AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1) Staffed Branch (1)	1 Anaheim 1 Tustin/La Palma	100 W Lincoln Ave	Anaheim Anaheim	CA CA	92805 92807	92805-2901 92807-1713	Orange County Orange County	219	112367A 116158A	Low
Staffed Branch (1)	1 Anaheim Hills CA	5701 E Santa Ana Canyon Rd	Anaheim	CA	92807	92807-3231	Orange County Orange County	219	143879A	Upper
Staffed Branch (1)	1 Anderson	2750 Childress Dr	Anderson	CA	96007	96007-3560	Shasta County	234	107078A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Angels Camp 1 Antioch CA Ralev's	580 South Main Street 3636 Lone Tree Way	Angels Camp Antioch	CA CA	95222 94509	95222 94509-6001	Calaveras County Contra Costa County	194	107079A 138462A	Middle Middle
Staffed Branch (1)	1 Apple Valley CA	19201 Bear Valley Rd	Apple Valley	CA	92308	92308-2702	San Bernardino County	225	143838A	Middle
Staffed Branch (1)	Desert Knolls CA Albertsons	20261 US Highway 18 96 Rancho Del Mar	Apple Valley	CA	92307	92307-2953	San Bernardino County Santa Cruz County	225	144006A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Aptos CA 1 Arcadia Foothill CA	101 E Foothill Blvd	Aptos Arcadia	CA CA	95003 91006	95003-3913 91006-2506	Santa Cruz County Los Angeles County	233	213478A 143859A	Middle Upper
Staffed Branch (1)	1 Arcadia-Baldwin Ave CA	1400 S Baldwin Ave	Arcadia	CA	91007	91007-7923	Los Angeles County	208	123644A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Arcata 1 Arroyo Grande CA	953 G St 1230 E Grand Ave	Arcata Arcaya Crando	CA CA	95521 93420	95521-6217 93420-2447	Humboldt County	201	107080A 143935A	Middle Middle
Staffed Branch (1)	1 North Auburn	2360 Grass Valley Hwy	Arroyo Grande Auburn	CA	95603	95603-2554	San Luis Obispo County Placer County	220	107124A	Moderate
Staffed Branch (1)	1 Avalon	303 Crescent Avenue	Avalon	CA	90704	90704	Los Angeles County	208	116159A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Bakersfield CA 1 Baldwin Park Walmart	4550 Coffee Rd 3250 Big Dalton Ave	Bakersfield Baldwin Park	CA CA	93308	93308-5023 91706-5107	Kern County Los Angeles County	204	143858A 154142A	Upper Middle
Staffed Branch (1)	1 Banning CA	300 S Highland Springs Ave	Banning	CA	92220	92220-6504	Riverside County	222	143904A	Middle
Staffed Branch (1)	1 Beaumont CA	1410 Beaumont Ave	Beaumont	CA	92223	92223-6835	Riverside County	222	143830A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Bellflower 1 Belmont	15908 Bellflower Blvd 910 Ralston Ave	Bellflower Belmont	CA CA	90706 94002	90706-4602 94002-2208	Los Angeles County San Mateo County	208	123646A 113790A	Middle Upper
Staffed Branch (1)	1 Benicia	848 Southampton Rd	Benicia	CA	94510	94510-1907	Solano County	237	113800A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Beverly Hills CA 1 Beverly Hills Main CA	9420 Wilshire Blvd 9595 Wilshire Blvd	Beverly Hills Beverly Hills	CA CA	90212 90212	90212-3151 90212-2512	Los Angeles County Los Angeles County	208	120183A 116143A	Upper
Staffed Branch (1)	1 Big Bear Lake CA	42140 Big Bear Blvd	Beveriy Hills Big Bear Lake	CA CA	90212	90212-2512	San Bernardino County	208	153455A	I Upper Middle
Staffed Branch (1)	1 Brea	275 W Central Ave	Brea	CA	92821	92821-3339	Orange County	219	116161A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Brentwood Safeway 1 Buena Park North CA	1125 2nd St 5470 Beach Blvd	Brentwood Buena Park	CA CA	94513 90621	94513-2211 90621-1234	Contra Costa County Orange County	196 219	141506A 120195A	Middle Middle
Staffed Branch (1)	1 Buena Park North CA 1 Buena Park CA	8460 La Palma Ave	Buena Park Buena Park	CA CA	90620	90620-3210	Orange County Orange County	219	120195A 123661A	Middle
Staffed Branch (1)	1 Burbank-San Fernando Blvd CA	240 N San Fernando Blvd	Burbank	CA	91502	91502-1209	Los Angeles County	208	120177A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Burbank Alameda CA Ralphs 1 Burbank Victory CA Ralphs	25 E Alameda Ave 2600 W Victory Blvd	Burbank Burbank	CA CA	91502 91505	91502-2029 91505-1670	Los Angeles County Los Angeles County	208	143965A 143964A	Moderate Upper
Staffed Branch (1)	1 Burlingame CA	1423 Burlingame Ave	Burlingame	CA	94010	94010-4110	San Mateo County	230	137090A	Middle
Staffed Branch (1)	1 Burney	37131 Main St	Burney	CA	96013	96013-4217	Shasta County	234	107083A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Calabasas CA 1 Camarillo Vons	23642 Calabasas Rd 820 Arneill Rd	Calabasas Camarillo	CA CA	91302 93010	91302-1501 93010-4701	Los Angeles County Ventura County	208	120178A 126468A	Upper Middle
Staffed Branch (1)	1 Cameron Park CA Safeway	3380 Coach Ln	Cameron Park	CA	95682	95682-8454	El Dorado County	198	128380A	Upper
Staffed Branch (1)	1 Campbell-Bascom Ave	1998 S Bascom Ave		CA	95008 91304	95008-2307 91304-3800	Santa Clara County	232	137096A 146026A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Topanga Canyon Vallarta 1 Carlsbad-El Camino Real CA	8201 Topanga Canyon Blvd 2520 El Camino Real	Canoga Park Carlsbad	CA CA	92008	92008-1201	Los Angeles County San Diego County	208	116069A	Upper Middle
Staffed Branch (1)	1 Bressi Ranch Stater Bros	2687 Gateway Rd	Carlsbad	CA	92009	92009-1726	San Diego County	226	149003A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Carlsbad 1 Manzanita Avenue Safeway	770 Carlsbad Village Dr 4040 Manzanita Ave	Carlsbad Carmichael	CA CA	92008 95608	92008-2316 95608-1724	San Diego County Sacramento County	226 223	115521A 128954A	Moderate Middle
Staffed Branch (1)	1 Carson CA Albertsons	200 E Sepulveda Blvd	Carson	CA	90745	90745-6323	Los Angeles County	208	143945A	Upper
Staffed Branch (1)	1 Castro Valley Safeway	20629 Redwood Rd	Castro Valley	CA	94546	94546-5621	Alameda County	190	148464A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Cathedral City CA 1 Century City	35950 Date Palm Dr 1800 Avenue of the Stars	Cathedral City Century City	CA CA	92234 90067	92234-6657 90067-4203	Riverside County Los Angeles County	222	143834A 124446A	Moderate Upper
Staffed Branch (1)	1 Cerritos CA	11350 South St	Cerritos	CA	90703	90703-5414	Los Angeles County	208	143862A	Upper
Staffed Branch (1)	1 Cerritos Walmart	12701 Towne Center Dr	Cerritos	CA	90703	90703-9348	Los Angeles County	208	155001A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Chester CA 1 Chico Esplanade CA	236 Main Street 2385 Esplanade	Chester Chico	CA CA	96020 95926	96020 95926-1975	Plumas County Butte County	221 193	107086A 129135A	Middle Upper
Staffed Branch (1)	1 Chico	260 E 2nd St	Chico	CA	95928	95928-5468	Butte County	193	107087A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Chino CA Central Ave 1 Chino Spectrum CA	12801 Central Ave 4061 Grand Ave	Chino	CA CA	91710 91710	91710-4120 91710-5424	San Bernardino County San Bernardino County	225	143852A 143842A	Middle
Staffed Branch (1)	1 Euclid/Schaefer Stater Bros	6989 Schaefer Ave	Chino	CA	91710	91710-9126	San Bernardino County	225	149021A	Upper Upper
Staffed Branch (1)	1 Chino Hills Albertsons	15970 Los Serranos Country Club Dr	Chino Hills	CA	91709	91709-4523	San Bernardino County	225	147864A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Otay Ranch Vons 1 Chula Vista - H St	1745 Eastlake Pkwy	Chula Vista Chula Vista	CA CA	91915	91915-2033 91910-5501	San Diego County San Diego County	226	143137A 118619A	Upper
Staffed Branch (1)	1 Eastlake CA	970 Eastlake Pkwy	Chula Vista	CA	91914	91914-3561	San Diego County	226	143010A	Upper
Staffed Branch (1)	1 Sunrise Mall 1 Claremont CA	6199 Sunrise Mall	Citrus Heights	CA CA	95610 91711	95610-6905	Sacramento County	223	107143A 143819A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Colfax CA	393 W Foothill Blvd 2 S. Main Street	Claremont Colfax	CA CA	91711	91711-2758 95713	Los Angeles County Placer County	208	143819A 107089A	Upper Middle
Staffed Branch (1)	1 Concord Main	1875 Willow Pass Rd	Concord	CA	94520	94520-2592	Contra Costa County	196	137098A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Concord Diamond CA 1 Clayton Road	1965 Diamond Blvd 4663 Clayton Rd	Concord Concord	CA CA	94520 94521	94520-5717 94521-2933	Contra Costa County Contra Costa County	196 196	113773A 107088A	Moderate Middle
Staffed Branch (1)	1 Corning	1503 Solano St	Corning	CA	96021	96021-2930	Tehama County	241	107000A	Moderate
Staffed Branch (1)	1 Corona CA Albertsons	1260 E Ontario Ave	Corona	CA	92881	92881-3600	Riverside County	222	143995A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Mira Loma CA 1 Corona CA	12612 Limonite Ave 3580 Grand Oaks	Corona Corona	CA CA	92880 92881	92880-3201 92881-4664	Riverside County Riverside County	222 222	143829A 142230A	Upper Upper
Staffed Branch (1)	1 Corona CA Vons	369 Magnolia Ave	Corona	CA	92879	92879-3300	Riverside County	222	126509A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Corona Hills CA	410 N McKinley St 3200 Bristol St	Corona Costa Mesa	CA CA	92879	92879-1291 92626-1808	Orange County	219 219	143833A 143888A	Middle
Staffed Branch (1)	1 South Coast CA 1 Costa Mesa 17th St CA	360 E 17th St	Costa Mesa	CA	92626 92627	92627-3252	Orange County Los Angeles County	208	143885A	Upper Middle
Staffed Branch (1)	1 Covina Stater Brothers	1023 N Grand Ave	Covina	CA	91724	91724-2048	Del Norte County	197	167905A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Crescent City 1 Cudahy CA	1020 3rd St 7220 Atlantic Ave	Crescent City Cudahy	CA CA	95531 90201	95531-4303 90201-4303	Los Angeles County Los Angeles County	208	107093A 143869A	Moderate Upper
Staffed Branch (1)	1 Culver City	5399 Sepulveda Blvd	Culver City	CA	90230	90230-5215	Santa Clara County	232	116144A	Upper
Staffed Branch (1)	1 Cupertino De Anza	10381 S De Anza Blvd	Cupertino	CA	95014	95014-3023	Santa Clara County	232	143925A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Cupertino 1 Serramonte	19630 Stevens Creek Blvd 329 Gellert Blvd	Cupertino Daly City	CA CA	95014 94015	95014-2465 94015-2613	San Mateo County Orange County	230	113782A 113791A	Middle Upper
Staffed Branch (1)	1 Dana Point CA	33621 Del Obispo St	Dana Point	CA	92629	92629-2100	Contra Costa County	196	143892A	Upper
Staffed Branch (1)	Danville - San Ramon Valley Bl Davis Main	720 San Ramon Valley Blvd 304 F St	Danville Davile	CA	94526 95616	94526-4016 95616-4118	Yolo County	246	113766A 107095A	I Middle
Staffed Branch (1) Staffed Branch (1)	1 Davis Main 1 Carmel Valley	304 F St 11988 El Camino Real	Davis Del Mar	CA CA	95616 92130	95616-4118 92130-3579	San Diego County Los Angeles County	226 208	107095A 118627A	Upper Upper
Staffed Branch (1)	1 Del Mar	2830 Via de la Valle	Del Mar	CA	92014	92014-1917	Los Angeles County	208	115516A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Diamond Bar CA 1 Downey Main	1175 Grand Ave 10990 Downey Ave	Diamond Bar Downey	CA CA	91765 90241	91765-4119 90241-3709	Los Angeles County Alameda County	208 190	143816A 116162A	Middle Upper
Staffed Branch (1)	Downey Main Downey-Florence Ave CA	8444 Florence Ave	Downey	CA CA	90241	90241-3709	Alameda County Alameda County	190	116162A 143860A	Upper
Staffed Branch (1)	1 Dublin	11805 Dublin Blvd	Dublin	CA	94568	94568-2833	Riverside County	222	107096A	Upper
Staffed Branch (1) Staffed Branch (1)	Camino Tassajara Safeway Broadway & Main Albertsons	4440 Tassajara Rd 1608 Broadway	Dublin El Cajon	CA CA	94568 92021	94568-4501 92021-5201	San Diego County San Diego County	226 226	128926A 129113A	Middle Upper
Staffed Branch (1)	1 Fletcher Hills CA	2755 Navajo Rd	El Cajon	CA	92020	92020-2122	San Diego County	226	107694A	Middle

BranchType (select one	TypeCode PopularBranchName	AddressLine1	AddressLine2 AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Irom list)										
Staffed Branch (1) Staffed Branch (1)	1 Rancho San Diego-Jamacha Rd CA 1 El Cajon - Fletcher Pkwy	2910 Jamacha Rd 490 Fletcher Pkwy	El Cajon El Cajon	CA CA	92019 92020	92019-4336 92020-2508	San Diego County Contra Costa County	226 196	128449A 118612A	Moderate Moderate
Staffed Branch (1)	1 El Cerrito Safeway	11450 San Pablo Ave	El Cerrito	CA	94530	94530-1917	El Dorado County	198	143583A	Upper
Staffed Branch (1) Staffed Branch (1)	1 El Dorado Hills CA Safeway 1 El Dorado Hills	2207 Francisco Dr 1020 White Rock Rd	El Dorado El Dorado Hills	CA CA	95762 95762	95762-3759 95762-5608	El Dorado County Orange County	198 219	137603A 154327A	. Upper Middle
Staffed Branch (1)	1 Lake Forest	22831 Lake Forest Dr	El Toro	CA	92630	92630-1635	Sacramento County	223	116166A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Elk Grove Laguna CA 1 East Elk Grove	5000 Laguna Blvd	Elk Grove	CA CA	95758 95624	95758-4147 95624-1693	Sacramento County San Diego County	223	143913A 149405A	Middle Middle
Staffed Branch (1)	1 Encinitas	1074 N El Camino Real	Encinitas	CA	92024	92024-1320	San Diego County	226	118616A	Upper
Staffed Branch (1)	1 Encinitas-131 N El Camino Real CA	131 N El Camino Real	Encinitas	CA	92024	92024-2802	Los Angeles County	208	117162A 116145A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Encino Main 1 Encino Commons CA	15910 Ventura Blvd 17250 Ventura Blvd	Encino Encino	CA CA	91436 91316	91436-2802 91316-4009	Los Angeles County San Diego County	208	116145A 143865A	Upper Low
Staffed Branch (1)	1 Escondido	125 N Broadway	Escondido	CA	92025	92025-2713	San Diego County	226	118614A	Moderate
Staffed Branch (1)	1 Escondido Valley Pkwy CA 1 Henderson Center	2369 E Valley Pkwy 2910 F St	Escondido Eureka	CA CA	92027 95501	92027-2715 95501-4425	Humboldt County Humboldt County	201	143920A 107111A	Middle Moderate
Staffed Branch (1)	1 Eureka Main	735 5th St	Eureka	CA	95501	95501-1101	Sacramento County	223	107098A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Dewey Drive Safeway 1 Fairfield CA	5450 Dewey Dr 1307 Travis Blvd	Fair Oaks Fairfield	CA CA	95628 94533	95628-3138 94533-4645	Solano County San Diego County	237	128413A 107099A	Moderate Moderate
Staffed Branch (1)	1 Fallbrook CA Albertsons	1133 S Mission Rd	Fallbrook	CA	92028	92028-3222	Sacramento County	223	144014A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Folsom Intel Campus 1 Folsom	1900 Prairie City Rd 521 E Bidwell St	Folsom Folsom	CA CA	95630 95630	95630-9501 95630-3118	Sacramento County San Bernardino County	223	154724A 107102A	Upper Upper
Staffed Branch (1)	1 Falcon Ridge Stater Bros	15222 Summit Ave	Fontana	CA	92336	92336-0231	San Bernardino County	225	153453A	Upper
Staffed Branch (1) Staffed Branch (1)	Fontana CA Fortuna	7400 Cherry Ave	Fontana Fortuna	CA CA	92336 95540	92336-4224 95540-2342	Humboldt County San Mateo County	201	143843A 107103A	Middle Upper
Staffed Branch (1)	1 Foster City	999F Edgewater Blvd	Fortuna Foster City	CA CA	94404	94404-3777	Orange County	219	113795A	Middle
Staffed Branch (1)	1 Fountain Valley CA	17150 Magnolia St	Fountain Valley	CA	92708	92708-3348	Santa Cruz County	233	143886A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Watsonville Safeway 1 Fremont-Mowry CA	2010 Freedom Blvd 38980 Paseo Padre Pkwy	Freedom Fremont	CA CA	95019 94538	95019-2834 94538-1641	Alameda County Alameda County	190 190	138093A 143706A	Middle Middle
Staffed Branch (1)	1 Fremont-Fremont Blvd CA	39390 Fremont Blvd	Fremont	CA	94538	94538-1320	Alameda County	190	113759A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Fremont-Mission CA 1 Sunny Hills CA	41298 Paseo Padre Pkwy 201 W Bastanchury Rd	Fremont Fullerton	CA CA	94539 92835	94539-4597 92835-3401	Orange County Orange County	219	143922A 143890A	Upper Moderate
Staffed Branch (1)	1 Fullerton CA	2481 E Chapman Ave	Fullerton	CA	92831	92831-3603	Orange County	219	143884A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Cal State Univ - Fullerton 1 Garden Grove CA	800 N State College Blvd 12112 Valley View St	Fullerton Garden Grove	CA CA	92831 92845	92831-3547 92845-1726	Orange County Los Angeles County	219	137606A 120202A	Middle Moderate
Staffed Branch (1)	1 Gardena CA Food 4 Less	1299 W Artesia Blvd	Gardena	CA	90248	90248-3369	Los Angeles County	208	143946A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Gardena CA 1 Gilroy Safeway	1600 W Redondo Beach Blvd 905 1st St	Gardena Gilroy	CA CA	90247 95020	90247-3226 95020-4816	Santa Clara County Los Angeles County	232 208	123648A 128942A	Moderate Moderate
Staffed Branch (1)	West Los Feliz Boulevard Vons	311 W Los Feliz Rd	Glendale	CA	91204	91204-2513	Los Angeles County	208	126480A	Middle
Staffed Branch (1)	North Glendale Avenue Vons	561 N Glendale Ave	Glendale	CA	91206	91206-3307	Los Angeles County	208	126511A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Glendale 1 Glendora CA	600 N Brand Blvd 801 S Grand Ave	Glendale Glendora	CA CA	91203 91740	91203-4207 91740-4807	Los Angeles County Los Angeles County	208	123643A 143818A	Upper Middle
Staffed Branch (1)	1 Granada Hills Ralphs	16940 Devonshire St	Granada Hills	CA	91344	91344-7406	Placer County	220	143956A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Granite Bay Raley's 1 Hacienda Heights	6845 Douglas Blvd 2040 S Hacienda Blvd	Granite Bay Hacienda Heights	CA CA	95746 91745	95746-6258 91745-4240	Los Angeles County San Mateo County	208	147740A 112372A	Upper Middle
Staffed Branch (1)	1 Half Moon Bay	50 Cabrillo Hwy N	Half Moon Bay	CA	94019	94019-6114	Alameda County	190	113769A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Hesperian 1 Fairway Park	27000 Hesperian Blvd 31045 Mission Blvd	Hayward Hayward	CA CA	94545 94544	94545-3546 94544-7601	Alameda County Alameda County	190 190	107112A 107100A	Middle Moderate
Staffed Branch (1)	1 B Street	987 B St	Hayward	CA	94541	94541-5109	Riverside County	222	106983A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Hemet CA 1 Hercules CA Lucky	1211 S Sanderson Ave 1590 Sycamore Ave	Hemet Hercules	CA CA	92545 94547	92545-9046 94547-1701	Contra Costa County San Bernardino County	196 225	143898A 144020A	Upper Middle
Staffed Branch (1)	1 Hesperia West CA	14075 Main St	Hesperia	CA	92345	92345-4611	San Bernardino County	225	143839A	Middle
Staffed Branch (1)	1 Hesperia East CA	16832 Main St	Hesperia	CA CA	92345	92345-6030	Los Angeles County	208	143908A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Hollywood & Western CA 1 Hollywood CA	5454 Hollywood Blvd 6922 Hollywood Blvd	Hollywood Hollywood	CA	90027 90028	90027-3406 90028-6117	Orange County Orange County	219 219	129886A 120179A	Upper Middle
Staffed Branch (1)	1 Huntington Beach-Beach Blvd CA	19900 Beach Blvd	Huntington Beach	CA	92648	92648-3761	Orange County	219	123662A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Huntington Beach Brookhurst CA 1 Edinger Vons	20052 Brookhurst St 5922 Edinger Ave	Huntington Beach Huntington Beach	CA CA	92646 92649	92646-4936 92649-1706	Orange County Riverside County	219 222	143883A 127388A	Moderate Upper
Staffed Branch (1)	1 Huntington Beach-Edinger CA	7222 Edinger Ave	Huntington Beach	CA	92647	92647-3506	Riverside County	222	126224A	Upper
Staffed Branch (1) Staffed Branch (1)	1 North Indio CA 1 Indio CA Ralphs	42250 Jackson St 49908 Jefferson St	Indio Indio	CA CA	92203 92201	92203-9791 92201-9720	Riverside County Los Angeles County	222	147364A 144005A	Low
Staffed Branch (1)	1 Indio CA	82118 US Highway 111	Indio	CA	92201	92201-5654	Los Angeles County	208	143899A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Inglewood CA 1 East Manchester Boulevard Vons	3366 W Century Blvd 500 E Manchester Blvd	Inglewood Inglewood	CA CA	90303 90301	90303-1305 90301-9294	Orange County Orange County	219 219	134250A 127393A	Upper Upper
Staffed Branch (1)	1 Irvine Yale Ave CA	13070 Yale Ave	Irvine	CA	92620	92620-2660	Orange County	219	143889A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Irvine CA Albertsons 1 Irvine CA	14201 Jeffrey Rd 4180 Barranca Pkwy	Irvine Irvine	CA CA	92620 92604	92620-3405 92604-4743	Los Angeles County Los Angeles County	208	143976A 112373A	Upper Upper
Staffed Branch (1)	1 La Crescenta CA	2649 Foothill Blvd	La Crescenta	CA	91214	91214-3511	Orange County	219	123649A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 La Crescenta Vons 1 La Habra CA Albertsons	3233 Foothill Blvd 1800 W Whittier Blvd	La Crescenta La Habra	CA CA	91214 90631	91214-2636 90631-3623	San Diego County Riverside County	226 222	127390A 143977A	Upper Upper
Staffed Branch (1)	1 La Jolla Girard	7733 Girard Ave	La Jolla	CA	92037	92037-4423	Los Angeles County	208	118611A	Upper
Staffed Branch (1) Staffed Branch (1)	1 La Quinta CA	78435 Highway 111 1933 Foothill Blvd	La Quinta	CA CA	92253	92253-2081 91750-3501	Orange County	219 196	143902A 143817A	Upper
Staffed Branch (1)	1 La Verne CA 1 Ladera Ranch	25642 Crown Valley Pkwy	La Verne Ladera Ranch	CA	91750 92694	92694-0487	Contra Costa County Orange County	219	127400A	Upper Upper
Staffed Branch (1)	1 Lafayette	3498 Mt Diablo Blvd	Lafayette	CA	94549	94549-3917	Orange County	219	107113A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Laguna Beach CA 1 Laguna Niguel	310 Glenneyre St 30000 Town Center Dr	Laguna Beach Laguna Niguel	CA CA	92651 92677	92651-2311 92677-2046	Orange County Riverside County	219 222	123664A 116165A	Middle Moderate
Staffed Branch (1)	1 Laguna Woods CA	24340 El Toro Rd	Laguna Woods	CA	92637	92637-2775	Riverside County	222	143896A	Moderate
Staffed Branch (1) Staffed Branch (1)	N Lake Elsinore CA Albertsons Lake Elsinore Stater Bros	30901 Riverside Dr 32281 Mission Trl	Lake Elsinore Lake Elsinore	CA CA	92530 92530	92530-4934 92530-4524	Orange County Orange County	219	143996A 153243A	Middle Moderate
Staffed Branch (1)	1 Lake Forest-El Toro Rd CA	22405 El Toro Rd	Lake Forest	CA	92630	92630-5004	San Diego County	226	123665A	Middle
Staffed Branch (1) Staffed Branch (1)	1 El Toro & Rockfield Ralphs 1 Lakeside Albertsons	23716 El Toro Rd 9560 Winter Gardens Blvd	Lake Forest Lakeside	CA CA	92630 92040	92630-4711 92040-4033	Los Angeles County Los Angeles County	208	148463A 149072A	Upper Middle
Staffed Branch (1)	1 Lakewood Vons	4226 Woodruff Ave	Lakewood	CA	90713	90713-3143	Los Angeles County	208	126510A	Upper
Staffed Branch (1)	1 East Lancaster CA	1000 E Avenue J	Lancaster	CA	93535	93535-3840	Los Angeles County	208	143868A	Upper
Staffed Branch (1) Staffed Branch (1)	1 West Lancaster CA 1 Valley Central CA	2831 W Ave L 44401 Valley Central Way	Lancaster Lancaster	CA CA	93536 93536	93536-4066 93536-6523	Placer County Alameda County	220 190	143867A 143870A	Moderate Upper
Staffed Branch (1)	1 Lincoln CA	525 McBean Park Dr	Lincoln	CA	95648	95648-1840	San Joaquin County	228	107114A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Livermore 1 Lodi Safeway	2125 2nd St 2449 W Kettleman Ln	Livermore Lodi	CA CA	94550 95242	94550-4524 95242-4124	San Bernardino County Los Angeles County	225 208	107115A 128402A	Middle Upper
Staffed Branch (1)	1 Lona Linda Stater Bros	25630 Barton Rd	Loma Linda	CA	92354	92354-3110	Los Angeles County	208	153454A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Lomita 1 Long Beach Vons	2270 Pacific Coast Hwy 1820 Ximeno Ave	Lomita Long Beach	CA CA	90717 90815	90717-2532 90815-2849	Los Angeles County Los Angeles County	208	112374A 127392A	Upper
Starred DidIICH (1)	Long beach vons	1020 AIIIIEIIU AVE	Lung beaut	· UA	70010	70010-2047	LUS Arigeres County	; 200	12/372M	Upper

West	BranchType (select one BranchType										
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	Staffed Branch (1) 1	Loomis		Loomis		95650		Orange County			
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Other											
Company Comp			1702 N Vermont Ave			90027					
Ordered Venezo Agron Chicken											
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Commonwealth Commonwealth				Los Angeles							
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Condense(1) 1 Marie Develop 15 1500 150	Staffed Branch (1) 1	Mill Valley Downtown	71 Throckmorton Ave	Mill Valley	CA	94941	94941-1915	Marin County		137104A	: Upper
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Staffed Branch (1) 1 Ontario CA Estafd New 333 N Estafd Mee Ontario Cand No. 245 143845A Low Staffed Branch (1) 1 Ontario CA Infland Empire 426 Inland Empire 42											
Saffed Branch (1) 1 Orange-Main St CA 130 Main St Orange CA 52888 9288-2889 Orange County 219 13273A Modisate Saffed Branch (1) 1 Nohl Ranch CA Vors 2,848 N tastist St Orange CA 5286 7386-7435 Orange County 219 116167A Modisate Saffed Branch (1) 1 Orange CA 5286 7386-7435 Orange County 219 116167A Modisate Saffed Branch (1) 1 Orange CA 5286 7386-7435 Orange County 219 116167A Modisate Saffed Branch (1) 1 Orange Mode 211 for Dam Biwl E Oroville CA 5986 5986-803 Saffed Branch (1) 1 Orange Vors 1279 Saffed Branch (1) 1 Pacifica 138669A Modisate 1	Staffed Branch (1) 1	Ontario CA Euclid Ave	333 N Euclid Ave	Ontario	CA	91762	91762-3425	San Bernardino County	225	143845A	Low
Saffed Branch () 1 Nohl Ranch CA Vors 2664 N Tustin St Orange CA 9286 9286-5488 Orange County 219 13277A Modele CA 9286 Page											
Saffed Branch (1) 1 Orange 330 W Katella Ave Orange CA 92867 92867-4750 Orange County 219 116167A Moderate Saffed Branch (1) 1 Orand Saw-Mor 321 W Marker S Orand CA 9996, 95964-5033 Butte County 193 107314A Moderate Saffed Branch (1) 1 Orand Vons 1217 S V Orion Ave Orand CA 9996, 95964-6003 Butte County 193 107314A Moderate Saffed Branch (1) 1 Orand Vons 1217 S V Orion Ave Orand CA 9996, 95964-6003 Butte County 193 107314A Moderate Saffed Branch (1) 1 Orand Mons CA 238 N Orand Blet Orand CA 93036 93036-2000 Ventura County 245 137458 Upper Saffed Branch (1) 1 Part Pallaudes 1550 W Jumet Blot Part Pallaudes CA 93036 93036-2000 Ventura County 245 138569A Middle Saffed Branch (1) Part Pallaudes 1550 W Jumet Blot Part Pallaudes CA 93036 93036-2000 Ventura County 245 138569A Middle Saffed Branch (1) Part Pallaudes County 246 12876 Middle Saffed Branch (1) Part Pallaudes County Part Pallaudes CA 93036 93036-2000 Ventura County 245 138569A Middle Saffed Branch (1) Part Pallaudes County Part Pallaudes CA 93036 93036-2000 Ventura County 245 138569A Middle Saffed Branch (1) Part Pallaudes County 245 138569A Middle Saffed Branch (1) Part Pallaudes County 246 Saffed Branch (1) Part Pallaudes Ca 94044 94044-2462 Sam Mateo County 220 113755A Moderate Saffed Branch (1) Pallaudes Ca 94044 94044-2462 Sam Mateo County 222 143826A Upper CA 94044 94044-2462 Sam Mateo County 222 143826A Upper CA 94044 94044-2462 Sam Mateo County 222 143826A Upper CA 94044 94044-2462 Sam Mateo County 222 143826A Upper CA 94044 94044-2462 Sam Mateo County 222 143826A Upper CA 94044 94044-2462 Sam Mateo County 222 143826A Upper CA 94044 94044-2462 Sam Mateo County 222 143826A Upper CA 94044 9404	Staffed Branch (1) 1	Nohl Ranch CA Vons	2684 N Tustin St		CA	92865	92865-2438	Orange County		132773A	Middle
Saffed Branch (1) 1 Oroville 2111 Oro Dam Blvd E Oroville CA 9966 9986-6003 Butte County 193 107314A Moderate Saffed Branch (1) 1 Oroville CA 99005 93005-122 Ventura County 245 13154A Upper Saffed Branch (1) 1 Oroville CA 93016 93005-2000 Ventura County 245 138669A Mistale Saffed Branch (1) 1 Peaclife Palisades CA 90272 90272-33144 Los Angeles County 245 138669A Mistale Saffed Branch (1) 1 Peaclife Palisades CA 90272 90272-33144 Los Angeles County 268 126926 CA 149026 CA 90272 90272-33144 Los Angeles County 269 2				Orange				Orange County			
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Saffed Branch (1) 1 Pacifica 1655 Ocean Bivrl Pacifica CA 94044 94044-2462 San Mateo County 230 113755A Moderate Saffed Branch (1) 1 Palm Desert Hundrestly Village CA 134975 Cook St Palm Desert CA 9221 19214-0666 Rhevatice County 222 143930A Upper Saffed Branch (1) 1 Palm Springs CA 1226 Palm Springs CA 1226 Palm Springs CA 92260 92260-2743 Rhevatide County 222 143930A Middle Saffed Branch (1) Palm Springs CA 1276 Palm Canyon Dr Palm Springs CA 92260 92260-2743 Rhevatide County 222 143930A Middle Palm Springs CA 1276 Palm Canyon Dr Palm Springs CA 92260 92260-2743 Rhevatide County 222 143930A Middle Palm Springs CA 1276 Palm Canyon Dr Palm Springs CA 92260 92260-2743 Rhevatide County 222 143930A Middle Palm Springs CA 92260 92260-2743 Rhevatide County 222 143930A Middle Palm Springs CA 92260 92260-2743 Rhevatide County 222 143930A Middle Palm Springs CA 92260 92260-2743 Rhevatide County 222 143930A Middle Palm Springs CA 92260 92260-2743 Rhevatide County 222 143930A Middle Palm Springs CA 92260 92260-2743 Rhevatide County 222 143930A Rhevatide CA 92260 92260-2743 Rhevatide County 222 143930A Rhevatide CA 92260 92260-2743 Rhevatide County 222 143930A Rhevatide CA 92260 92260-2743 Rhevatide County 223 143830A Rhevatide CA 92260 92260-2743 Rhevatide County 223 143830A Rhevatide Canyon Palm Springs CA 92260 92260-2743 Rhevatide Canyon Palm Springs CA 92260 92260-2743 Rhevatide Canyon Palm Springs CA 92260 92260-2743 Rhevatide Canyon 92260 Rhevatide Canyon											
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Staffed Branch (1) 1 Palmdale CA 173.E Palmdale Blvd Palmdale CA 935.50 9355.0 2075 Los Angeles County 208 143872A Low			/2260 Highway 111 1793 E Palm Canyon Dr								
Staffed Branch (1) 1 Paradise 6817 Skywyy Rd Paradise CA 99696 95999-3923 Butte County 193 107315 A Middle Staffed Branch (1) 1 Paramount 1594 P	Staffed Branch (1) 1	Palmdale CA	1773 E Palmdale Blvd	Palmdale	CA	93550	93550-2025	Los Angeles County	208	143872A	Low
Staffed Branch (1) 1 Paramount 15943 Paramount Blud Paramount Blud Paramount CA 90723 90723-5113 Los Angeles Country 208 11237BA Moderate			14500 Roscoe Blvd								
Staffed Branch (1) 1 Sterra Motter Vons 2255 E Colorado Bivd Pasadena CA 91107 91107-3464 Los Angeles Country 208 150141A Middle Staffed Branch (1) 1 Pasadena CA 1702 C Colorado Bivd Pasadena CA 91107 91107-102 Los Angeles Country 208 127435A Upper Staffed Branch (1) 1 Pasadena CA 1702 C Colorado Bivd Pasadena CA 91107 91107-102 Los Angeles Country 208 127435A Upper Staffed Branch (1) 1 Pasadena CA 91107 91107-102 Los Angeles Country 209 127435A Middle Pasadena CA 92446 93446-4845 San Luis Obispa Country 229 144022A Middle Pasadena CA 92476 Pasaden								Los Angeles County			
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Staffed Branch (1) 1 Patterson 13 Plazar IPatterson CA 95363 95363-2557 Stanislaus County 239 107128A Upper Staffed Branch (1) 1 Placentia CA 201 E Yorbs Linda Blvd Placentia CA 92870 92870-3446 Orange County 219 123667A Upper Staffed Branch (1) 1 Placentille 3075 Sacramento St Placentille CA 95667 95667-5531 El Dorado County 198 107129A Middle Staffed Branch (1) 1 Missouri Flat Road Safeway 3955 Missouri Flat Road Placentille CA 95667 95667-5208 El Dorado County 198 107129A Upper											
Staffed Branch (1) 1 Placerville 3075 Sacramento St Placerville CA 95667 95667-5531 El Dorado County 198 107129A Middle Staffed Branch (1) 1 Missouri Flat Road Safeway 3955 Missouri Flat Rd Placerville CA 95667 95667-5208 El Dorado County 198 129420A Upper	Staffed Branch (1) 1	Patterson	13 Plaza	Patterson	CA	95363	95363-2557	Stanislaus County	239	107128A	Upper
Staffed Branch (1) 1 Missouri Flat Road Safeway 3955 Missouri Flat Rd Placerville CA 95667 95667-5208 El Dorado County 198 129420A Upper											
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BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
taffed Branch (1)	1	Pomona CA	101 W Mission Blvd		Pomona	CA	91766	91766-1711	Los Angeles County	208	143821A	Low
taffed Branch (1)	1	Poway-Poway Rd CA	13395 Poway Rd	į.	Poway	CA	92064	92064-4625	San Diego County	226	138493A	Middle
taffed Branch (1)	1	Quincy Safeway	20 E Main St		Quincy	CA	95971	95971-9701	Plumas County	221	212270A	Middle
taffed Branch (1) taffed Branch (1)	<u> </u>	Zinfandel CA R Cucamonga CA Milliken	3217 Zinfandel Dr 11343 Base Line Rd		Rancho Cordova Rancho Cucamonga	CA CA	95670 91730	95670-6378 91730-7273	Sacramento County San Bernardino County	223 225	143912A 143844A	Moderate Upper
Staffed Branch (1)	1 1	Haven Avenue Vons	6351 Haven Ave	i i	Rancho Cucamonga	CA	91737	91737-3836	San Bernardino County	225	153385A	Upper
Staffed Branch (1)	1	R Cucamonga CA Carnelian	6644 Carnelian St	,	Rancho Cucamonga	CA	91701	91701-4515	San Bernardino County	225	143848A	Upper
Staffed Branch (1)	1	Rancho Palos Verdes CA	29000 S Western Ave	1	Rancho Palos Verdes	CA	90275	90275-0826	Los Angeles County	208	032533A	Upper
Staffed Branch (1)	1 1	Rancho Santa Fe CA	16083 San Dieguito Road		Rancho Santa Fe	CA	92067 92688	92067 92688-2829	San Diego County	226	143262A 143895A	Upper Middle
Staffed Branch (1) Staffed Branch (1)	1	Rancho Santa Margarita CA Red Bluff	22012 El Paseo 801 Main St	i	Rancho Santa Margarita Red Bluff	CA CA	92688	96080-2758	Orange County Tehama County	219	143895A 107132A	Middle
Staffed Branch (1)	i	Redding - Dana Drive	1110 Dana Dr	1	Redding	CA	96003	96003-4083	Shasta County	234	107134A	Middle
Staffed Branch (1)	1	Redding Main	1700 Pine St		Redding	CA	96001	96001-1907	Shasta County	234	107133A	Moderate
Staffed Branch (1)	11	Redlands Stater Bros	1775 E Lugonia Ave		Redlands	CA	92374	92374-2703	San Bernardino County	225	155580A	Upper
Staffed Branch (1) Staffed Branch (1)	1 1	Redlands CA Redwood City Woodside	640 Orange St 1475 Woodside Rd	· · · · · · · · · · · · · · · · · · ·	Redlands Redwood City	CA CA	92374 94061	92374-3210 94061-3567	San Bernardino County San Mateo County	225	143909A 143924A	Moderate Middle
Staffed Branch (1)	1	Reseda Albertsons	19307 Saticov St	i	Reseda	CA	91335	91335-2330	Los Angeles County	208	147741A	Middle
Staffed Branch (1)	1 1	Riverside-Orangecrest CA	19059 Van Buren Blvd	į	Riverside	CA	92508	92508-9152	Riverside County	222	143828A	Upper
Staffed Branch (1)	. 1	La Sierra Avenue Ralphs	3350 La Sierra Ave		Riverside	CA	92503	92503-5228	Riverside County	222	150135A	Upper
Staffed Branch (1)	1	Riverside CA Vons	3520 Riverside Plaza Dr		Riverside	CA CA	92506	92506-2723	Riverside County	222	129136A 143997A	Moderate
Staffed Branch (1) Staffed Branch (1)	1	Riverside CA El Tapatio Rocklin Sunset	5800 Van Buren Blvd 2303 Sunset Blvd	i	Riverside Rocklin	CA	92503 95765	92503-9031 95765	Riverside County Placer County	222 220	213230A	Moderate Middle
Staffed Branch (1)	1	Rocklin CA Safeway	4805 Granite Dr		Rocklin	CA	95677	95677-2854	Placer County	220	147187A	Middle
Staffed Branch (1)	1	Rohnert Park	6500 Commerce Blvd	1	Rohnert Park	CA	94928	94928-2408	Sonoma County	238	113801A	Moderate
Staffed Branch (1)	1	Rolling Hills CA	801 Silver Spur Rd		Rolling Hills	CA	90274	90274-3803	Los Angeles County	208	143863A	Upper
Staffed Branch (1)	: 1	Rosemead Walmart	1827 Walnut Grove Ave		Rosemead	CA CA	91770 95678	91770-3789	Los Angeles County	208	153409A	Moderate
Staffed Branch (1) Staffed Branch (1)	1	Pleasant Grove Boulevard Safeway Roseville CA	1080 Pleasant Grove Blvd 221 Estates Dr	-	Roseville Roseville	CA CA	95678 95678	95678-6117 95678-2311	Placer County Placer County	220 220	128411A 107136A	Upper Middle
Staffed Branch (1)	1	Woodcreek Oaks Safeway	9045 Woodcreek Oaks Blvd	_	Roseville	CA	95747	95747-5152	Placer County	220	142392A	Upper
Staffed Branch (1)	i	Sunrise Avenue Safeway	989 Sunrise Ave	1	Roseville	CA	95661	95661-4506	Placer County	220	128401A	Middle
Staffed Branch (1)	1	Alhambra and J	1001 Alhambra Blvd		Sacramento	CA	95816	95816-5212	Sacramento County	223	107076A	Upper
Staffed Branch (1)	1	Campus Commons	2264 Fair Oaks Blvd		Sacramento	CA	95825	95825-5517	Sacramento County	223	107084A	Upper
Staffed Branch (1) Staffed Branch (1)	1	Country Club Natomas Town Center Safeway	2460 Watt Ave 2851 Del Paso Rd		Sacramento Sacramento	CA CA	95825 95835	95825-0623 95835-2304	Sacramento County Sacramento County	223 223	107137A 128931A	Middle Middle
Staffed Branch (1)	1	Arden Way Safeway	3320 Arden Way		Sacramento	CA	95825	95825-2017	Sacramento County Sacramento County	223	128943A	Low
Staffed Branch (1)	1 1	Oak Park	3418 Broadway	i	Sacramento	CA	95817	95817-2823	Sacramento County	223	107126A	Low
Staffed Branch (1)	1	Florin Mall CA	6005 Florin Rd		Sacramento	CA	95823	95823-2488	Sacramento County	223	143915A	Low
Staffed Branch (1)	1 1	Sacramento Main	621 Capitol Mall		Sacramento	CA	95814	95814-4724	Sacramento County	223	106979A	Low
Staffed Branch (1)	1 1	Greenhaven Salinas Nob Hill Foods	950 Florin Rd 1320 S Main St	,	Sacramento	CA CA	95831 93901	95831-3515 93901-2109	Sacramento County	223 216	107107A 138428A	Middle Middle
Staffed Branch (1) Staffed Branch (1)	1	San Anselmo	305 San Anselmo Ave	i	Salinas San Anselmo	CA CA	93901	94960-2660	Monterey County Marin County	210	138428A 113804A	Upper
Staffed Branch (1)	i i	North San Bernardino CA	4594 University Pkwy	1	San Bernardino	CA	92407	92407	San Bernardino County	225	144012A	Middle
Staffed Branch (1)	1	San Bruno	1300 El Camino Real		San Bruno	CA	94066	94066-1304	San Mateo County	230	143923A	Moderate
Staffed Branch (1)	1	San Carlos	780 Laurel St		San Carlos	CA	94070	94070-3114	San Mateo County	230	113753A	Upper
Staffed Branch (1)	1 1	San Clemente CA Albertsons	989 Avenida Pico		San Clemente	CA	92673	92673-3908	Orange County	219	143980A	Upper
Staffed Branch (1) Staffed Branch (1)	1	Point Loma Mission Valley CA	1331 Rosecrans St 1455 Frazee Rd		San Diego San Diego	CA CA	92106 92108	92106-2609 92108-4302	San Diego County San Diego County	226 226	116865A 107687A	Upper Middle
Staffed Branch (1)	1	Pacific Beach	1606 Grand Ave	1	San Diego	CA	92109	92109-4408	San Diego County	226	116873A	Middle
Staffed Branch (1)	1	Rancho Bernardo CA	16816 Bernardo Center Dr	•	San Diego	CA	92128	92128-2540	San Diego County	226	143917A	Moderate
Staffed Branch (1)	1	North Park CA	3201 University Ave		San Diego	CA	92104	92104-2009	San Diego County	226	107689A	Moderate
Staffed Branch (1)	1	Normal Heights	3560 El Cajon Blvd		San Diego	CA CA	92104 92110	92104-1549 92110-5202	San Diego County	226 226	120778A 132775A	Middle Moderate
Staffed Branch (1) Staffed Branch (1)	1	Midway Drive CA Vons Clairemont Genesee	3645 Midway Dr 4195 Genesee Ave	i	San Diego San Diego	CA	92111	92111-2715	San Diego County San Diego County	226	107690A	Middle
Staffed Branch (1)	1 1	La Jolla Commons	4747 Executive Dr	1	San Diego	CA	92121	92121-3095	San Diego County	226	115518A	Middle
Staffed Branch (1)	1	Ocean Beach	4827 Newport Ave	•	San Diego	CA	92107	92107-3110	San Diego County	226	116867A	Upper
Staffed Branch (1)	1	Federal and Euclid	5100 Federal Blvd	Î	San Diego	CA	92105	92105-5429	San Diego County	226	107696A	Middle
Staffed Branch (1)	1 1	Morena	5330 Napa St		San Diego	CA	92110	92110-2613	San Diego County	226	116869A	Moderate
Staffed Branch (1) Staffed Branch (1)		San Diego State University CA University of San Diego	5500 Campanile Dr 5998 Alcala Park		San Diego San Diego	CA CA	92182 92110	92182-0001 92110-8001	San Diego County San Diego County	226 226	127432A 143138A	Upper Upper
Staffed Branch (1)	1	San Diego Main	600 W Broadway	1	San Diego	CA	92101	92101-3311	San Diego County	226	115514A	Upper
Staffed Branch (1)	1	Mission Hills	610 W Washington St		San Diego	CA	92103	92103-1936	San Diego County	226	116870A	Upper
Staffed Branch (1)	1	College Area Vons	6155 El Cajon Blvd		San Diego	CA	92115	92115-3915	San Diego County	226	127399A	Upper
Staffed Branch (1) Staffed Branch (1)	1	Dennery Rd Vons Saturn Boulevard Vons	620 Dennery Rd 665 Saturn Blvd	i	San Diego San Diego	CA CA	92154 92154	92154-8402 92154-4732	San Diego County San Diego County	226 226	154908A 137430A	Middle Middle
Staffed Branch (1) Staffed Branch (1)	1	Saturn Boulevard Vons East Village	801 Market St	<u> </u>	San Diego San Diego	CA CA	92154 92101	92154-4732 92101-6424	San Diego County San Diego County	226	137430A 147554A	Middle Moderate
Staffed Branch (1)	1	Kearny Mesa - Complex DR	9005 Complex Dr	:	San Diego	CA	92123	92123-1417	San Diego County	226	118615A	Upper
Staffed Branch (1)	1	Mira Mesa CA	9400 Mira Mesa Blvd	•	San Diego	CA	92126	92126-4846	San Diego County	226	125931A	Middle
Staffed Branch (1)	1 1	San Dimas CA	165 E Bonita Ave		San Dimas	CA	91773	91773-3004	San Diego County	226	143820A	Upper
Staffed Branch (1) Staffed Branch (1)	1 1	North Beach Irving Street	1435 Stockton St 1850 Irving St	,	San Francisco San Francisco	CA CA	94133 94122	94133-3816 94122-1818	Los Angeles County San Francisco City & County	208	113772A 113808A	Middle Low
Staffed Branch (1)	: 1	16th & Mission St	2001 Mission St	· · · · · · · · · · · · · · · · · · ·	San Francisco San Francisco	CA CA	94122	94122-1818	San Francisco City & County San Francisco City & County	227	032534A	Middle
Staffed Branch (1)	1 1	Lakeside	2656 Ocean Ave	1	San Francisco	CA	94132	94132-1616	San Francisco City & County	227	113792A	Low
Staffed Branch (1)	11	San Francisco Main	300 Montgomery St		San Francisco	CA	94104	94104-1902	San Francisco City & County	227	147549A	Upper
Staffed Branch (1)	1	Palm Geary	3550 Geary Blvd	1	San Francisco	CA	94118	94118-3213	San Francisco City & County	227	113785A	Low
Staffed Branch (1) Staffed Branch (1)	1 1	Castro Excelsion	443 Castro St 4610 Mission St	i	San Francisco San Francisco	CA CA	94114 94112	94114-2019 94112-2640	San Francisco City & County San Francisco City & County	227	113758A 113754A	Upper
Staffed Branch (1)	1	Bayview	46 IU MISSION ST 4947 3rd St		San Francisco San Francisco	CA CA	94112	94112-2640	San Francisco City & County San Francisco City & County	227	113754A 113784A	Upper Moderate
Staffed Branch (1)	1	San Francisco State University	750 Font Blvd	i	San Francisco	CA	94132	94132-1731	San Francisco City & County	227	155968A	Moderate
Staffed Branch (1)	1	San Jacinto CA	1251 N State St		San Jacinto	CA	92583	92583-6315	San Francisco City & County	227	143827A	Middle
Staffed Branch (1)	1	Willow Glen	1099 Lincoln Ave	1	San Jose	CA	95125	95125-3155	Riverside County	222	113762A	Middle
Staffed Branch (1)	1	San Jose Foxworthy	1399 Foxworthy Ave	· ·	San Jose	CA CA	95118 95130	95118-1205 95130-1634	Santa Clara County	232	143928A 113783A	Middle I Middle
Staffed Branch (1) Staffed Branch (1)	1 1	El Paseo Branham Lane Safeway	1550 El Paseo de Saratoga 179 Branham Ln		San Jose San Jose	CA CA	95130 95136	95130-1634 95136-2300	Santa Clara County Santa Clara County	232	113783A 126840A	I Middle Upper
Staffed Branch (1)	: 1	San Jose Villages	2875 The Villages Pkwy		San Jose San Jose	CA	95136 95135	95136-2300 95135-1442	Santa Clara County Santa Clara County	232	12684UA 143931A	Upper Moderate
Staffed Branch (1)	1	East Capitol Expressway Safeway	2980 E Capitol Expy		San Jose	CA	95148	95148-4246	Santa Clara County	232	128930A	Middle
Staffed Branch (1)	1	Santana Row CA	377 Santana Row		San Jose	CA	95128	95128-2061	Santa Clara County	232	167883A	Middle
Staffed Branch (1)	1	Almaden	5670 Almaden Expy		San Jose	CA	95118	95118-3608	Santa Clara County	232	113764A	Moderate
Staffed Branch (1)	; 1	Santa Teresa Nob Hill Foods	6061 Snell Ave	1	San Jose	CA	95123	95123-4127	Santa Clara County	232	143136A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Bayfair San Leandro Downtown	15399 E 14th St	7	San Leandro San Leandro	CA CA	94578 94577	94578-1907 94577-4806	Santa Clara County Alameda County	232 190	107082A 137111A	Middle Moderate
Staffed Branch (1)	1	San Leandro Downtown San Luis Obispo CA Ralphs	201 Madonna Rd	i	San Leandro San Luis Obispo	CA CA	93405	93405-5401	Alameda County Alameda County	190	13/111A 144026A	Moderate
Staffed Branch (1)	-	San Luis Obispo CA	3991 S Higuera St	1	San Luis Obispo	CA	93401	93401-7467	San Luis Obispo County	229	143936A	Middle

BranchType (select one BranchType										
from list) BranchType	eCode PopularBranchName	AddressLine1	AddressLine2 AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1) 1	San Marcos	190 S Rancho Santa Fe Rd	San Marcos	CA	92078	92078-2502	San Luis Obispo County	229	116874A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	San Marcos Twin Oaks CA Ralphs San Mateo	306 S Twin Oaks Valley Rd 136 2nd Ave	San Marcos San Mateo	CA CA	92078 94401	92078-4333 94401-3802	San Diego County San Diego County	226 226	144019A 113798A	Moderate Middle
Staffed Branch (1) 1	San Pedro Vons	1221 S Gaffey St	San Pedro	CA	90731	90731-4014	San Mateo County	230	126504A	Middle
Staffed Branch (1) 1	San Ramon	2190 Camino Ramon	San Ramon	CA CA	94583 92173	94583-1362 92173-3049	Los Angeles County	208	107139A 127433A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Las Americas CA Santa Ana	4249 Camino de La Plz 2740 N Grand Ave	San Ysidro Santa Ana	CA CA	92705	92705-8763	Contra Costa County San Diego County	226	112383A	Upper Moderate
Staffed Branch (1) 1	Santa Barbara	936 State St	Santa Barbara	CA	93101	93101-2702	Orange County	219	149265A	Moderate
Staffed Branch (1) 1	Santa Clara Intol Compus	2730 Homestead Rd 3600 Juliette Ln	Santa Clara	CA CA	95051 95054	95051-5353 95054-1540	Santa Barbara County Santa Clara County	231	143934A 154723A	Low Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Santa Clara Intel Campus Santa Clarita CA	26425 Sierra Hwy	Santa Clara Santa Clarita	CA	91321	91321-2122	Santa Clara County Santa Clara County	232	120185A	Middle
Staffed Branch (1) 1	Santa Cruz	110 Morrissey Blvd	Santa Cruz	CA	95062	95062-1541	Los Angeles County	208	113770A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Santa Fe Springs Santa Maria CA Albertsons	13372 Telegraph Rd	Santa Fe Springs Santa Maria	CA CA	90670 93454	90670-4016 93454-7816	Santa Cruz County Los Angeles County	233	116169A 144027A	Middle Moderate
Staffed Branch (1) 1	14th & Wilshire	1401 Wilshire Blvd	Santa Monica	CA	90403	90403-5412	Santa Barbara County	231	116156A	Middle
Staffed Branch (1) 1	23rd & Santa Monica	2232 Santa Monica Blvd	Santa Monica	CA	90404	90404-2312	Los Angeles County	208	116153A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	33rd & Pico Mendocino Avenue Safeway	3302 Pico Blvd 2300 Mendocino Ave	Santa Monica Santa Rosa	CA CA	90405 95403	90405-2116 95403-3115	Los Angeles County Los Angeles County	208	116154A 127394A	Upper
Staffed Branch (1) 1	Santa Rosa - Montgomery Village	2308 Magowan Dr	Santa Rosa	CA	95405	95405-5005	Sonoma County	238	113776A	Moderate
Staffed Branch (1) 1	Santee CA	9355 Mission Gorge Rd	Santee	CA	92071	92071-3815	Sonoma County	238	143577A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Seal Beach Pavilions Seal Beach CA Ralphs	1101 Pacific Coast Hwy 12470 Seal Beach Blvd	Seal Beach Seal Beach	CA CA	90740 90740	90740-6245 90740-2711	San Diego County Orange County	226	142491A 143987A	Moderate Upper
Staffed Branch (1) 1	Sherman Oaks CA Ralphs	14440 Burbank Blvd	Sherman Oaks	CA	91401	91401-4823	Orange County	219	143955A	Upper
Staffed Branch (1) 1	Sherman Oaks-Ventura Blvd CA	14475 Ventura Blvd	Sherman Oaks	CA	91423	91423-2663	Los Angeles County	208	123656A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	Signal Hill Simi Valley West CA	2615 Cherry Ave 1445 E Los Angeles Ave	Signal Hill Simi Valley	CA CA	90755 93065	90755-2008 93065-2817	Los Angeles County Los Angeles County	208	112384A 120199A	Middle Middle
Staffed Branch (1) 1	Cochran St Vons	1855 Cochran St	Simi Valley	CA	93065	93065-2263	Ventura County	245	143362A	Moderate
Staffed Branch (1) 1	Sonoma South Lake Tabon	531 5th St W	Sonoma South Lake Takes	CA	95476	95476-6801	Ventura County	245	113802A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	South Lake Tahoe South Pasadena CA	2850 Lake Tahoe Blvd 1153 Fair Oaks Ave	South Lake Tahoe South Pasadena	CA CA	96150 91030	96150-7814 91030-3311	Santa Cruz County El Dorado County	233 198	107141A 123657A	Middle Moderate
Staffed Branch (1) 1	Stanton CA	12000 Beach Blvd	Stanton	CA	90680	90680-3703	Los Angeles County	208	123670A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	Stevenson Ranch Ralphs	24975 Pico Canyon Rd	Stevenson Ranch Stockton	CA CA	91381 95204	91381-1708 95204-3957	Orange County	219	143960A 128944A	Moderate
Staffed Branch (1) 1	Country Club Safeway Ben Holt Drive Safeway	2808 Country Club Blvd 6445 Pacific Ave	Stockton	CA	95204	95207-3715	Los Angeles County San Joaquin County	228	127447A	Upper Middle
Staffed Branch (1) 1	Sun City CA	27378 Sun City Blvd	Sun City	CA	92586	92586-5506	San Joaquin County	228	143901A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Downtown Sunnyvale Safeway Susanville	150 E El Camino Real 901 Main St	Sunnyvale Susanville	CA CA	94087 96130	94087-1936 96130-4406	Riverside County Santa Clara County	222	149059A 107144A	Moderate Middle
Staffed Branch (1) 1	Sylmar CA	13831 Foothill Blvd	Sylmar	CA	91342	91342-3013	Lassen County	207	120189A	Upper
Staffed Branch (1) 1	Tahoe City	705 N. Lake Blvd	Tahoe City	CA	96145	96145	Los Angeles County	208	107145A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Tarzana CA Temecula CA Jefferson Ave	19500 Ventura Blvd 27280 Jefferson Ave	Tarzana Temecula	CA CA	91356 92590	91356-2917 92590-5648	Placer County Los Angeles County	220 208	120190A 115519A	Moderate Upper
Staffed Branch (1) 1	Temecula-Temecula Pkwy CA	31990 Temecula Pkwy	Temecula	CA	92592	92592-5897	Riverside County	222	139180A	Middle
Staffed Branch (1) 1	Moorpark Vons	1790 N Moorpark Rd	Thousand Oaks	CA	91360	91360-5133	Riverside County	222	126471A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	Arboles Vons Toluca Lake CA	2048 E Avenida De Los Arboles 10100 Riverside Dr	Thousand Oaks Toluca Lake	CA CA	91362 91602	91362-1356 91602-2518	Ventura County Ventura County	245 245	126447A 120191A	Middle Middle
Staffed Branch (1) 1	Torrance Carson CA Ralphs	1770 W Carson St	Torrance	CA	90501	90501-2821	Los Angeles County	208	143974A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	Torrance-Pacific Coast Hwy Tracy	4350 Pacific Coast Hwy 2175 W Grant Line Rd	Torrance Tracy	CA CA	90505 95377	90505-5528 95377-7309	Los Angeles County Los Angeles County	208	143864A 107146A	Upper
Staffed Branch (1) 1	Tracy Boulevard CA Raley's	2550 S Tracy Blvd	Tracy	CA	95376	95376-9102	San Joaquin County	228	147365A	Upper Upper
Staffed Branch (1) 1	Truckee	10995 Donner Pass Rd	Truckee	CA	96161	96161-4807	San Joaquin County	228	107147A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	Turlock Tustin-Newport Ave CA	427 E Olive Ave	Turlock Tustin	CA CA	95380 92780	95380-4010 92780-3716	Nevada County Stanislaus County	218	107149A 126225A	Middle Middle
Staffed Branch (1) 1	Twain Harte	22953 Twain Harte Dr	Twain Harte	CA	95383	95383	Orange County	219	107150A	Moderate
Staffed Branch (1) 1	Twentynine Palms CA	6325 Adobe Rd	Twenty-Nine Palms	CA	92277	92277-2647	Tuolumne County	244	143849A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	Union City Safeway Upland CA Mountain Ave	1790 Decoto Rd 1669 N Mountain Ave	Union City Upland	CA CA	94587 91784	94587-3524 91784-1732	San Bernardino County Alameda County	225	147604A 143847A	Moderate Upper
Staffed Branch (1) 1	Upland CA Euclid Ave	20 E Foothill Blvd	Upland	CA	91786	91786-3945	San Bernardino County	225	143853A	Upper
Staffed Branch (1) 1	Vacaville	367 Merchant St	Vacaville	CA	95688	95688-4507	San Bernardino County	225	107151A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Copper Hill Albertsons Vallejo	23850 Copper Hill Dr 1200 Tennessee St	Valencia Vallejo	CA CA	91354 94590	91354-1701 94590-4624	Solano County Los Angeles County	237	132598A 113797A	Middle Upper
Staffed Branch (1) 1	Ventura CA	4050 E Main St	Ventura	CA	93003	93003-0257	Solano County	237	120200A	Middle
Staffed Branch (1) 1	Ventura Vons	6040 Telegraph Rd	Ventura	CA	93003	93003-4372	Ventura County	245	127395A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Bear Valley CA Victorville CA	12113 Hesperia Rd 14821 Seventh St	Victorville Victorville	CA CA	92395 92395	92395-4792 92395-4023	Ventura County San Bernardino County	245 225	143907A 143905A	Moderate Moderate
Staffed Branch (1) 1	Vista CA Albertsons	1301 E Vista Way	Vista	CA	92084	92084-4041	San Bernardino County	225	115517A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Vista CA Vista Breeze Hill	245 Vista Village Dr 640 Hacienda Dr	Vista Vista	CA CA	92083 92081	92083-4998 92081-6539	San Diego County San Diego County	226	125023A 132180A	Moderate Middle
Staffed Branch (1) 1	Walnut Creek Downtown	1655 N Main St	Walnut Creek	CA	94596	94596-4680	San Diego County San Diego County	226	132180A 113796A	Moderate
Staffed Branch (1) 1	Weed	269 Main St	Weed	CA	96094	96094-2525	Contra Costa County	196	107155A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	West Hills Pavilions West Hollywood	6534 Platt Ave 8901 Santa Monica Blvd	West Hills West Hollywood	CA CA	91307 90069	91307-3218 90069-4901	Siskiyou County Los Angeles County	236	212269A 116157A	Middle Upper
Staffed Branch (1) 1	West Sacramento	1401 Merkley Ave	West Sacramento	CA	95691	95691-3208	Los Angeles County	208	107156A	Middle
Staffed Branch (1) 1	Westlake Village CA	5750 Lindero Canyon Rd	Westlake Village	CA	91362	91362-4088	Yolo County	246	143875A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Westminster-Brookhurst CA Westminster CA	15555 Brookhurst St 535 Westminster Mall	Westminster Westminster	CA CA	92683 92683	92683-7554 92683-4982	Los Angeles County Orange County	208 219	120192A 112386A	Upper Moderate
Staffed Branch (1) 1	Westwood Main CA	10866 Wilshire Blvd	Westwood	CA	90024	90024-4354	Orange County	219	116148A	Low
Staffed Branch (1) 1	Whittier Main Wildomar Albertsons	13525 Whittier Blvd 23893 Clinton Keith Rd	Whittier Wildomar	CA CA	90605	90605-1935 92595-7894	Los Angeles County	208	116171A 148461A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Wildomar Albertsons Williams	780 E St	Wildomar	CA CA	92595 95987	92595-7894 95987	Riverside County Colusa County	195	148461A 107157A	Upper Middle
Staffed Branch (1) 1	Willows	221 W Sycamore St	Willows	CA	95988	95988-2827	Glenn County	200	107158A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Woodland CA Woodland Hills CA	120 W Court St 6537 Topanga Canyon Blvd	Woodland Woodland Hills	CA CA	95695 91303	95695-2921 91303-2622	Yolo County Los Angeles County	246	108340A 120194A	Middle Upper
Staffed Branch (1) 1	Yorba Linda CA	19750 Yorba Linda Blvd	Yorba Linda	CA	92886	92886-2801	Orange County	219	143824A	Upper
Staffed Branch (1) 1	Yreka	220 W Center St	Yreka	CA	96097	96097-2907	Siskiyou County	236	107160A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Yuba City Yucaipa CA	903 Colusa Ave 33700 Yucaipa Blvd	Yuba City Yucaipa	CA CA	95991 92399	95991-3628 92399-2243	Sutter County San Bernardino County	240	107161A 143841A	Moderate Upper
Staffed Branch (1) 1	Yucca Valley CA	57550 29 Palms Hwy	Yucca Valley	CA	92284	92284-2934	San Bernardino County San Bernardino County	225	143906A	Moderate
Staffed Branch (1) 1	Arvada West	9590 W 58th Ave	Arvada	CO	80002	80002-2006	Jefferson County	278	085242A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Aspen Aurora - Colfax	420 E Main St 10190 E Colfax Ave	Aspen Aurora	CO	81611 80010	81611-2942 80010-5015	Pitkin County Arapahoe County	297	106745A 089659A	Upper Low
Staffed Branch (1) 1	Aurora Main	14111 E Alameda Ave	Aurora	CO	80012	80012-2546	Arapahoe County	250	086207A	Moderate
Staffed Branch (1) 1	Aurora-Colfax Drive-Up	1451 Galena St	Aurora	CO	80010	80010-3388	Arapahoe County	250	149396A	Low

BranchType (select one from list) BranchType Code Popular BranchName AddressLine1 AddressLine2 AddressState AddressZiP4 BranchCounty(select) AddressZiP4 Ad	BranchCentificationNumber 114767A 085635A 213331A 115509A 086416A 136419A 1866208A 147786A	Income Designation Middle Upper Upper Upper Upper Moderate
Staffed Branch (1) 1 Smoky Hill King Soopers 1971 E Smoky Hill Rid Aurora CO 80015 80015-5194 Arapahoe County 250	085635A 213331A 115509A 086416A 136419A 086208A	Upper Upper Upper
Staffed Branch (1) 1 Arapahoe Road and Parker King Soopers 6412 S Parker Rd Aurora CO 80016 80016-3011 Arapahoe County 250	115509A 086416A 136419A 086208A	Upper Upper
Staffed Branch (1) 1 Aurora - Havana 941 S Havana S Aurora CO 80012 80012-3042 Arapahoe County 250	086416A 136419A 086208A	
Drive-In (2) 2 Avon 15 E Benchmark Rd Avon CO 81620 81620 Eagle County 267 Staffed Branch (1) 1 Boulder Main 1650 28H St Boulder CO 80301 80301-1013 Boulder County 254 Staffed Branch (1) 1 Boulder CO Safeway 3332 28H St Boulder CO 80301 89301-1440 Boulder County 254 Staffed Branch (1) 1 Breckenridge 130 Sk Hill Road Breckenridge CO 80424 Summit County 307	136419A 086208A	iviouerate
Staffed Branch (1) 1 Boulder CO Safeway 3325 28th St Boulder CO 80301 80301-1440 Boulder County 254 Staffed Branch (1) 1 Breckenridge 130 Ski Hilli Road Breckenridge CO 80424 Summit County 307		Middle
Staffed Branch (1) 1 Breckenridge 130 Ski Hilli Road Breckenridge CO 80424 80424 Summit County 307		Moderate
	136434A	I Middle Middle
Staffed Branch (1) 1 Sable & Bromley King Soopers 500 E Bromley Ln Brighton CO 80601 80601-5505 Adams County 248	117349A	Upper
Staffed Branch (1) 1 Broomfield 4660 W1215t Ave Broomfield CO 80020 80020-5607 Broomfield County 255 Staffed Branch (1) 1 Canon City (S01 Macon Ave Canon City CO 8121 81212-3315 Frencht County 270	212719A 089687A	Upper Moderate
Saffed Branch (1) 1 Castle Pines Co King Soopers 1724 Lagae Rd Castle Rock CO 80108 80189-451 Douglas County 266	123061A	Upper
Staffed Branch (1) 1 Founders CO King Scopers 1750 N Ridge Road Castle Rock CO 80104 80104 Douglas County 266	132856A	Middle
Staffed Branch (1) 1 Castle Rock 852 Mileta In Castle Rock CO 80108 80108-7604 Douglas County 266 Staffed Branch (1) 1 1 (Ferry Hills CO 1201 E Argabe Rd Centennial CO 80102 80122-8819 El Paso County 266	156059A 086205A	Upper Upper
Staffed Branch (1) 1 Garden of the Gods 1125 Garden of the Gods Rd Colorado Springs CO 80907 80907-3407 El Paso County 269	086421A	Moderate
Staffed Branch (1) 1 Academy 1.416 N Academy Blvd Colorado Springs CO 80909 89090-3233 El Paso County 269 Staffed Branch (1) 1 Chapel Hills 1520 Briangale Blvd Colorado Springs CO 80920 89020-3434 El Paso County 269 Staffed Branch (1) 1 Chapel Hills 1520 Briangale Blvd Colorado Springs CO 80920 89020-3434 El Paso County 269	. 086415A 088979A	Moderate Middle
Staffed Branch (1) 1 Pikes Peak 2308 E Pikes Peak Ave Colorado Springs CO 80909 80909-8003 El Paso County 269	086420A	Moderate
Staffed Branch (1) 1 Austin Bluffs 3505 Austin Bluffs Pkwy Colorado Springs CO 80918 80918-5702 EI Paso County 269 Staffed Branch (1) 1 Briangate 3525 Hartsel Dr Colorado Springs CO 80920 80920-4173 EI Paso County 269	080780A 114880A	Middle Upper
Staffed Branch (1) 1 Enlargate 33.23 hall set U	089566A	Low
Staffed Branch (1) 1 Power & Stetson King Soopers 6030 Stetson Hills Blvd Colorado Springs CO 80923 80923-3562 El Paso County 269	125363A	Middle
Staffed Branch (1) 1 Cheyenne Meadows King Soopers 815 Cheyenne Meadows Rd Colorado Springs CO 80906 89906-499 El Paso County 269 Staffed Branch (1) 1 Commerce City CO 8002 8002-2388 Adams County 248 Commerce City CO 8002-2388 Adams County 248	111117A 128738A	Moderate Moderate
Staffed Branch (1) 1 Conifer CO Safeway 27152 Main St Conifer CO 80433 80433-8546 Jefferson County 278	136324A	Upper
Staffed Branch (1) 1 Delta 488 Highway 92 Delta CO 81416 81416-3471 Delta County 263 Staffed Branch (1) 1 South Federal 1280 S Federal Blibd Denver CO 8029 80294-7106 Denver (1ty and County 264	136414A 089677A	Middle Moderate
Staffed Branch (1) 1 Tower Road CO King Soopers 18605 Green Valley Ranch Blvd Denver CO 80249 80249-8332 Denver City and County 264	126530A	Middle
Staffed Branch (1) 1 Cherry Creek 200 University Blvd Denver CO 80206 80206 4013 Denver (1by and County 264	085237A	Upper
Staffed Branch (1) 1 University of Denver (205 Exans Ave Denver CO 80210 - 4702 Denver City and county 264 Staffed Branch (1) 1 Parker/fulff 2456 S Parker Rd Denver CO 80231 80231-37984 Denver City and County 264	167246A 085234A	: Middle
Staffed Branch (1) 1 University Hills 2555 S Colorado Blvd Denver CO 80222 80222-5950 Denver City and County 264	089675A	Upper
Staffed Branch (1) 1 Five Points 2701 Welforn St Denver CO 80205 82025-2913 Denver City and County 264 Staffed Branch (1) 1 1281th & Gubesce CO King Soopers 12810 Quabes Ct 10emer CO 80207 80207-290 Denver City and County 264 Staffed Branch (1) 1 1281th & Gubesce CO King Soopers 12810 Quabes Ct 10emer CO 80207 80207-290 Denver City and County 264	085262A 125117A	Low Upper
Staffed Branch (1) 1 Bear Valley 3100 S Sheridan Blvd Denver CO 80227 80227-5541 Denver City and County 264	089674A	Moderate
Staffed Branch (1) 1 Highlands CO 13480 W 9 Boris 14 10-enver CO 80211 80211 Denver Dry and County 264	213226A 092317A	Upper
Staffed Branch (1) 1 Montbello UC 4590 Peorlo St Denver CO 80239 - 80239 - 80239 - 80239 - 80239 - 80239 - 8024 Denver City and County 2 64 Staffed Branch (1) 1 I Colorado Boucherd 1730 Colorado Blvd Denver CO 80239 - 802	086209A	Low Middle
Staffed Branch (1) 1 Thornton Parkway 771 Thornton Pkwy Denver CO 90229 80229-3680 Adams County 248	142802A	Middle
Staffed Branch (1) 1 Tech Center 18401 EBelleview Ave Denver CO 80237 - 19 Benver City and County 264 Staffed Branch (1) 1 Denver Main 950 17th St Denver CO 80202 80202-2815 Denver City and County 264	086216A 106744A	Middle Upper
Staffed Branch (1) 1 Monaco Square 1999 S Monaco Pkwy Denver CO 80224 80224-1668 Denver City and County 264	089683A	Middle
Staffed Branch (1) 1 Dillon 704 East Annennos Trail Dillon CO 80435 80435 Summit County 307 Staffed Branch (1) 1 1 Edwards 14353 Highway 6 1504wards CO 810432 816329 8138 Eagle County 267	136435A 136420A	Upper
Staffed Branch (1) 1 Euromotics 1995 - Inglewood Flwy Englewood CO 8010 80110-2428 Arapahoe County 250 Staffed Branch (1) 1 Englewood King Sopers 10 Englewood Plwy Englewood CO 8010 80110-2428 Arapahoe County 250	128565A	Moderate
Staffed Branch (1) 1 Efrie & Superior 1338 ArgatEphone Rd Efrie CO 80516 80516-000 8004Ger County 254 Staffed Branch (1) 1 Estes Park 363 EargEphone Rwe Estes Park CO 80517 80517 Earlier County 283 Staffed Branch (1) 1 Estes Park 363 EargEphone Rwe Estes Park CO 80517 80517 Earlier County 283 Staffed Branch (1) 1 Estes Park 363 EargEphone Rwe Estes Park CO 80517 80516	119869A 136427A	: Upper Moderate
Salarida Dalifut (1) 1 Estes Park Social Establishin Play Estes Park UU - BUST / BUST County Zes	086210A	Upper
Staffed Branch (1) 1 Ft. Collins - Horsetooth 301 E Horsetooth Rd Fort Collins CO 80525 80525-3101 Larimer County 283	023075A	Middle
Staffed Branch (1) 1 Ft. Collins - Howes 400 S Howes St Fort Collins CO 80521 80521-2888 Larimer County 283 Staffed Branch (1) 1 Harmony & College King Scopers 4503 John F Kennedy Pkwy Fort Collins CO 80525 80525-3250 Larimer County 283	089673A 112465A	Middle Middle
Staffed Branch (1) 1 Fountain CO Safeway 6925 Mesa Ridge Pkwy Fountain CO 80817 80817-1504 EI Paso County 269	136890A	Middle
Staffed Branch (1) 1 Fruits 412 Kokopelli Bivd Fruits CO 81521 81521-6303 Mesa County 287 Staffed Branch (1) 1 Gliendale King Soopers 4400 Lectotale Dr Gliendale CO 8054 8046-1311 Arapahoe County 250 CO 8046-1311 Arapahoe County 250 CO 8054 8054 Arapahoe County	136428A 149028A	Middle Moderate
Staffed Branch (1) 1 Seminater ship soupers Hoot Leetssaler U Southaire S OO 802440 602440 7027 70	136425A	Middle
Staffed Branch (1) 1 Golden CO 80401 80401-2344 Jefferson County 278	086211A	Middle
Staffed Branch (1) 1 Granby 51 East Again & Aenure Granby CO 80446 89446 Grand County 273 Staffed Branch (1) 1 Missa Mall 12448 Patterson Rd Grand Junction CO 81505-1215 Mess County 287 Staffed Branch (1) 1 Missa Mall 12448 Patterson Rd Grand Junction CO 81505-1215 Mess County 287	136426A 136429A	Upper Middle
Staffed Branch (1) 1 Grand Junction 422 White Ave Grand Junction CO 81501 81501-2557 Mesa County 287	090302A	Middle
Staffed Branch (1) 1 Clifton CO 559 32 Rd Grand Junction CO 81504 - 1850 - 1850 Mess County 287 Staffed Branch (1) 1 Grand Junction Drive-Up 516 & White Grand Junction CO 81501 Mess County 287 Staffed Branch (1) 1 Grand Junction Drive-Up 516 & White Grand Junction CO 81501 Mess County 287	085233A 089676A	Middle Middle
Staffed Branch (1) 1 Greeley 3690 W 10th St Greeley CO 80634 80634-1844 Weld County 310	086422A	Upper
Staffed Branch (1) 1 Great-West Insurance 8505 E Orkard Rd Greenwood Village CO 80111 80111-5002 Arapathoe County 250 Staffed Branch (1) 1 (Sypsum 120 G rest Wood Dr (Sypsum CO 813.7 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 1 (Sypsum CO 816.37 816.37 Eagle County 26.7 Staffed Branch (1) 26.7	210608A 136421A	Moderate
Staffed Branch (1) 1 Westridge 9303 S Broadway Highlands Ranch CO 80129 80129-5696 Douglas County 266	130421A 112933A	I Upper Middle
Staffed Branch (1) 1 Highlands Ranch 9376 S University Blvd Highlands Ranch CO 80126 80126-5037 Douglas County 266	092072A	Upper
Staffed Branch (1) 1 Northern CO 4949 Larimer Pounty Johnstown CO 80534 (498) 80534 (498) Larimer County 283 Staffed Branch (1) 1 I.a. Junta 1/20 Staffed Branch (1) 1 I.a. Junta 1/20 Staffed Branch (1)	143421A 089660A	Upper Moderate
Staffed Branch (1) 1 Green Mountain 12340 W Alameda Pkwy Lakewood CO 80228 80228-2806 Jefferson County 278	093607A	Middle
Staffed Branch (1) 1 Lakewood - Carr 1415 Carr St Lakewood CO 80214 80214 6103 Jefferson County 278	086212A 089680A	Moderate Moderate
Staffed Branch (1) 1 Wadsworth & Jewell King Scopers 1927 S Wadsworth Blvd Lakewood CO 80227 80227-3299 Jefferson County 278	106028A	Middle
Mast Belleview 3010 W Belleview Ave Littleton CO 80123 80123-978 Anaphoe County 250	086418A 086419A	Middle Moderate
Statied and Int (1) 1 Challed (9766 W call write we United to 00 80123 80123-1973 Adjantice county 226 Staffed Branch (1) 1 Ken Caryl 7550 Shaffer Pkwy Littleton CO 8012 80127-3000 Jefferson County 278 Staffed Branch (1) 1 Ken Caryl 7550 Shaffer Pkwy	114871A	Upper
Staffed Branch (1) 1 Southwest Plaza 8441 W Bowles Ave Littleton CO 80123 80123-9531 Jefferson County 278	086215A	Upper
Staffed Branch (1) 1 Park Meadows 7350 Park Meadows Dr Lone Tree CO 80124 252 Jefferson County 278 Staffed Branch (1) 1 1 Longmont 436 Goffman St Lone Tree CO 80124 252 Jefferson County 278 Staffed Branch (1) 1 1 Longmont 436 Goffman St Longmont CO 80501 8901-5483 Douglas County 266	112932A 089568A	Upper Middle
Staffed Branch (1) 1 Longmont 9th Street 825 Coffman St Longmont CO 80501 80501 Boulder County 254	021532A	Moderate
Staffed Branch (1) 1 Nelson & Hover King Soopers 995 S Hover St Longmont CO 80501 80501-7908 Boulder County 254 Staffed Branch (1) 1 14th & Taff King Soopers 1275 Eagle Dr Loveland CO 80537 80537-8058 Boulder County 254	112466A 116736A	I Moderate Middle
Drive-in (2) 2 Loveland Colorado 2845 Linden Ct Loveland CO 80538 80538-3257 Larimer County 283	089656A	Middle
Staffed Branch (1) 1 Montrose 1500 E Oak Grove Rd Montrose CO 81401 81401-5799 Larimer County 283	136430A	Middle
Staffed Branch (1) 1 Monument King Soopers 1070 W Baptist Rd Monument CO 80921 80921-2402 Montrose County 291 Staffed Branch (1) 1 Norwood OO 1640 Grand Avenue Norwood OO 8123 81423 San Miguel County 305	114961A 136432A	Middle Middle
Staffed Branch (1) : 1 Parker CO Safeway 11051 S Parker Rd : Parker CO 80134 : 80134-7441 Douglas County 266	136322A	Middle
Staffed Branch (1) 1 Stonegate 16961 Lincoln Ave Parker CO 80134 / 981 Boll 34 / 981 Douglas County 266 Staffed Branch (1) 1 I Factorn Safeway 17655 McLaughlin Rd Peyton CO 80331 80134 / 981 El Paso County 266	120781A 142432A	Upper Middle
Staffed Branch (1) 1 Pueblo Belmont 1130 Bonforte Blvd Pueblo CO 81001 81001 Pueblo County 299	210607A	Middle
Staffed Branch (1) 1 Regency 1851 S Pueblo Blvd Pueblo CO 81005 81005-2105 Pueblo County 299	088001A	Upper

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2 Add	dressCity Ad	dressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Orive-in (2)	2	Pueblo - North	3330 N Elizabeth St	Pue	eblo	CO	81008	81008-1178	Pueblo County	299	090303A	Middle
Staffed Branch (1)	1	Pueblo - Downtown	503 N Main St		blo	CO	81003	81003-3130	Pueblo County	299	089565A	Moderate
Staffed Branch (1) Staffed Branch (1)	<u> </u>	Pueblo - Drive-Up Telluride	600 Court Street 238 Fast Colorado Avenue		eblo Juride	CO	81003 81435	81003 81435	Pueblo County Pueblo County	299	013360A 136433A	Moderate
Staffed Branch (1)	1	Thornton CO King Soopers	13700 Colorado Blvd		rnton	CO	80602	80602-7024	San Miguel County	305	126494A	Upper Upper
Staffed Branch (1)	1	Thornton	4301 E 120th Ave		rnton	CO	80233	80233-1702	Adams County	248	114626A	Upper
Staffed Branch (1) Staffed Branch (1)	1 1	Vall Main Vall Village	2161 N Frontage Rd W 302 Hanson Ranch Rd	Vai Vai		CO	81657 81657	81657-3935 81657-3627	Adams County Eagle County	248 267	213001A 136423A	Middle Middle
Staffed Branch (1)	1	Pueblo West CO Safeway	1017 N Market Plz		st Pueblo	CO	81007	81007-1530	Eagle County Eagle County	267	132853A	Upper
Staffed Branch (1)	1	104th & Federal King Soopers	10351 Federal Blvd		stminster	CO	80260	80260-7431	Adams County	248	110335A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Westminster Main Westminster Church Ranch	5211 W 72nd Ave 7180 W 103rd Ave		stminster stminster	CO	80003 80021	80003 80021-4001	Jefferson County Jefferson County	278 278	089657A 154122A	Middle Middle
Staffed Branch (1)	1	Westminster Church Rahan Westminster Huron	801 W 120th Ave		stminster	CO	80234	80234-2718	Adams County	248	114766A	Middle
Staffed Branch (1)	1	Windsor King Soopers	1520 Main St		ndsor	CO	80550	80550-7909	Weld County	310	126868A	Middle
Staffed Branch (1)	1 1	Altoona	111 8th St SE		oona	IA IA	50009	50009-1938	Polk County	638	106877A	Middle Middle
Staffed Branch (1) Staffed Branch (1)	1	Cedar Rapids Amana Ames University	504 39th Ave 2546 Lincoln Way	Am		IA IA	52203 50014	52203-8229 50014-7218	Iowa County Story County	646	015580A 097711A	Middle
Staffed Branch (1)	1	Ames North Grand	2615 Grand Ave	Am		IA	50010	50010-4600	Story County	646	097710A	Middle
Staffed Branch (1)	1	Ames Main	405 Main St	Am		IA	50010	50010-6149	Story County	646	097663A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Des Moines Ankeny Bettendorf	305 S Ankeny Blvd 3120 Middle Rd		teny tendorf	IA IA	50023 52722	50023-3126 52722-3438	Polk County Scott County	638	116548A 113425A	Middle Middle
Staffed Branch (1)	1 1	Boone	724 Story St	Boo		IA IA	50036	50036-2837	Boone County	569	116503A	Middle
Staffed Branch (1)	1	Burlington	808 S Roosevelt Ave	Bur	lington	IA	52601	52601-1611	Des Moines County	590	023839A	Middle
Staffed Branch (1)	1 1	Cedar Falls Washington	222 Washington St		lar Falls	IA	50613	50613-2730	Black Hawk County	568	097712A	I Middle
Staffed Branch (1) Staffed Branch (1)	: 1	Cedar Falls University Cedar Rapids Downtown	6307 University Ave 222 2nd Ave SE		dar Falls dar Rapids	IA IA	50613 52401	50613 52401-1214	Black Hawk County Linn County	568 618	097713A 097715A	Middle Low
Staffed Branch (1)	1	Cedar Rapids Westdale	2510 Edgewood Rd SW		dar Rapids	IA IA	52404	52404-3254	Linn County	618	013642A	Middle
Staffed Branch (1)	1	Cedar Rapids Vernon Village	3401 Mount Vernon Rd SE	Cec	lar Rapids	IA	52403	52403-3736	Linn County	618	010757A	Middle
Staffed Branch (1)	1 1	Cedar Rapids Council Street	5321 Council St NE		dar Rapids	IA IA	52402 52544	52402-1901 52544 1709	Linn County	618	019914A 116495A	Middle Moderate
Staffed Branch (1) Staffed Branch (1)	1	Centerville IA Centerville Driveup	100 E Jackson St 110 N 18th St		nterville nterville	IA IA	52544 52544	52544-1708 52544-1804	Appanoose County Appanoose County	565 565	116496A 116496A	Moderate Moderate
Drive-in (2)	2	Chariton	917 Braden Ave	Cha	riton	IA	50049	50049-1784	Lucas County	620	116538A	Middle
Staffed Branch (1)	. 1	Chariton Drive-Up	926 Court Ave		riton	IA	50049	50049-1826	Lucas County	620	116539A	Middle
Drive-in (2) Staffed Branch (1)	2	Clinton County Coralville	405 S 3rd St 506 10th Ave	Clin	aton :	IA IA	52732 52241	52732-4317 52241-1923	Clinton County	584 613	116508A 116528A	Moderate Moderate
Staffed Branch (1)	; i	Council Bluffs Madison Ave	1751 Madison Ave		arville Incil Bluffs	IA IA	51503	51503-5246	Johnson County Pottawattamie County	639	097721A	Middle
Staffed Branch (1)	1	Council Bluffs - Westside	2901 W Broadway		uncil Bluffs	IA	51501	51501-3437	Pottawattamie County	639	007721A	Moderate
Staffed Branch (1)	1 1	Council Bluffs - Manawa	350 34th Ave		uncil Bluffs	IA	51501	51501-8020	Pottawattamie County	639	116557A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 1	Council Bluffs Main Quad Cities Downtown	421 W Broadway 201 W 2nd St		uncil Bluffs venport	IA IA	51503 52801	51503-9057 52801-1818	Pottawattamie County Scott County	639	097716A 099111A	Low Low
Staffed Branch (1)	1	Quad Cities Division Street	3624 N Division St		venport	IA	52806	52806-5403	Scott County	643	082355A	Middle
Staffed Branch (1)	1	Davenport Northwest	4004 Northwest Blvd	Dav	enport	IA	52806	52806-4231	Scott County	643	116564A	Upper
Staffed Branch (1) Staffed Branch (1)	1 1	Utica Ridge Road	5515 Utica Ridge Rd		venport Moines	IA IA	52807 50313	52807-3928 50313-4558	Scott County	643 584	149853A 017639A	Upper
Staffed Branch (1)	1	Des Moines Highland Park Des Moines Drake	2401 University Ave		Moines	IA IA	50313	50313-4508	Clinton County Polk County	638	116549A	Upper Middle
Staffed Branch (1)	1	Des Moines East Euclid	2500 E Euclid Ave		Moines	IA	50317	50317-6046	Polk County	638	094280A	Moderate
Staffed Branch (1)	1	Des Moines - Ingersoll	3529 Ingersoll Ave		Moines	IA	50312	50312-3406	Polk County	638	106669A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 1	Des Moines - Merle Hay Des Moines Wakonda	4045 Merle Hay Rd 4515 Fleur Dr		Moines Moines	IA IA	50310 50321	50310-1313 50321-2369	Polk County Polk County	638	116551A 116552A	Moderate Middle
Staffed Branch (1)	1 1	Des Moines Main	520 Walnut St		Moines	IA	50309	50309-4119	Polk County	638	113195A	Middle
Staffed Branch (1)	1	De Witt 11th Street	712 11th St		witt	IA	52742	52742-1325	Polk County	638	108880A	Low
Staffed Branch (1)	1 1	Dubuque	270 W 7th St		ouque	IA	52001	52001-2375	Dubuque County	592	116512A	Low
Staffed Branch (1) Staffed Branch (1)	: 1	JFK Humboldt	435 John F Kennedy Rd 701 Sumner Ave		ouque mboldt	IA IA	52002 50548	52002-5315 50548-1748	Dubuque County Humboldt County	592 607	116513A 116520A	Middle Middle
Staffed Branch (1)	1	Iowa City	204 E Washington St		ra City	IA	52240	52240-3926	Johnson County	613	116529A	Moderate
Staffed Branch (1)	1	Iowa City Southwest	2312 Mormon Trek Blvd		ra City	IA	52246	52246-4310	Johnson County	613	116530A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	West Platt Cedar Rapids Marion	1100 W Platt St 895 31st St		quoketa rion	IA IA	52060 52302	52060-2075 52302-3746	Jackson County Linn County	610 618	116525A 079044A	Middle Upper
Staffed Branch (1)	1	Marshalltown	123 W Main St		rshalltown	IA IA	52302	50158-5860	Marshall County	625	116543A	Moderate
Staffed Branch (1)	1	Mason City Downtown	124 N Washington Ave		son City	IA	50401	50401-3218	Cerro Gordo County	578	106886A	Middle
Staffed Branch (1)	11	Mt Ayr	101 S Fillmore St		unt Ayr	IA	50854	50854-1823	Ringgold County	641	116561A	Middle
Staffed Branch (1) Staffed Branch (1)	: !	Mt. Pleasant Muscatine	301 E Washington St 1800 Park Ave		unt Pleasant scatine	IA IA	52641 52761	52641-1972 52761-5436	Henry County Muscatine County	605	097723A 116546A	Middle Middle
Staffed Branch (1)	1	Newton IA	112 W 2nd St S		vton	IA	50208	50208-3738	Jasper County	611	116526A	Middle
Staffed Branch (1)	. 1	North Liberty	580 W Cherry St		th Liberty	IA	52317	52317-9797	Johnson County	613	116531A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Onawa Ottumwa Main	1030 10th St 123 E 3rd St		awa umwa	IA IA	51040 52501	51040-1615 52501-2937	Monona County Wapello County	628	116545A 097724A	Middle Middle
Staffed Branch (1)	1 1	Ottumwa Niain Ottumwa Pickwick	174 N Willard St		umwa	IA IA	52501	52501-4643	Wapello County Wapello County	651	097724A 097726A	Moderate
Staffed Branch (1)	1	Pella	801 Broadway St	Pel	la	IA	50219	50219-1521	Marion County	624	116542A	Middle
Staffed Branch (1)	1	Red Oak	323 E Reed St		l Oak	IA IA	51566	51566-2330	Montgomery County	630	097719A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 1	Rock Rapids Sioux City Hamilton	203 S 2nd Ave 2900 Hamilton Blvd		k Rapids ux City	IA IA	51246 51104	51246-1509 51104-2406	Lyon County Woodbury County	621	116540A 020111A	Middle Middle
Staffed Branch (1)	1	Sioux City Morningside	4608 Morningside Ave		ux City	IA IA	51104	51104-2400	Woodbury County	658	018254A	Middle
Staffed Branch (1)	1	Sioux City Main	501 Pierce St		ux City	IA	51101	51101-1226	Woodbury County	658	097729A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 1	Spencer Tinton Driveup	126 Grand Ave		ncer	IA IA	51301 52772	51301-4223 52772-1104	Clay County Cedar County	582 577	116507A 116505A	Middle Middle
Staffed Branch (1)	1	Tipton Driveup Tipton	100 E 9th St	Tip Tip	ton	IA IA	52772	52772-1104	Cedar County Cedar County	577	116506A 116506A	Middle
Drive-in (2)	2	Des Moines Urbandale	3501 86th St		andale	IA	50322	50322-4006	Polk County	638	116554A	Middle
Staffed Branch (1)	1	Vinton	110 W 4th St	Vin		IA	52349	52349-1120	Benton County	567	116498A	Moderate
Staffed Branch (1) Staffed Branch (1)	; 1	Waterloo IA Drive Up Kimball Avenue	11 W Commercial St 3130 Kimball Ave		terloo terloo	IA IA	50701 50702	50701-1306 50702-5253	Black Hawk County Black Hawk County	568 568	144102A 116502A	Moderate Upper
Staffed Branch (1)	1	Waterloo	425 Cedar St		terloo	IA	50702	50701-1305	Black Hawk County	568	097714A	I Low
Drive-in (2)	2	EP True	225 50th St		st Des Moines	IA	50265	50265-7990	Polk County	638	092345A	Upper
Staffed Branch (1) Staffed Branch (1)	1 1	Westown	3738 Westown Pkwy 9 S Ash St		st Des Moines	IA ID	50266 83221	50266-1029 83221-2104	Polk County	638	022390A 107205A	Moderate Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Blacktoot Broadway ID	9 S Ash St 1000 S Broadway Ave	Blai Boi		ID ID	83221 83706	83221-2104 83706-3625	Bingham County Ada County	666	107205A 107209A	Middle
Staffed Branch (1)	1	Plaza ID	101 S Capitol Blvd	Boi		ID	83702	83702-5958	Ada County	661	106982A	Moderate
Staffed Branch (1)	1	Overland Plaza Albertsons	10500 W Overland Rd	Boi	se	ID	83709	83709-1435	Ada County	661	107751A	Middle
Staffed Branch (1)	1	Overland at Five Mile Five Mile & Ustick Albertsons	10541 W Overland Rd	Boi		ID ID	83709 83713	83709-1436 83713-5103	Ada County	661	107750A 112098A	Middle Middle
Staffed Branch (1) Staffed Branch (1)	1	Five Mile & Ustick Albertsons Hillcrest	10/00 Ustick Rd 1515 S Orchard St	Boi Boi		ID ID	83/13 83705	83705-2620	Ada County Ada County	661	112098A 107241A	Middle Moderate
		17th & State	1688 W State St	Boi		ID	83702	83702-4040	Ada County	661	107768A	Moderate

Down to Town (select one				(As or September 9, 2021)					
BranchType (select one from list)	BranchTypeCode PopularBranchName	AddressLine1	AddressLine2 AddressCity	AddressState Address	ZIP AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1 10th & Idaho	205 N 10th St	Boise	ID 83702	83702-5773	Ada County	661	107240A	Moderate
Staffed Branch (1)	1 36th & State Albertsons	3614 W State St	Boise	ID 83703		Ada County	661	115814A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Eagle & McMillan Albertsons 1 Columbia Village Albertsons	4700 N Eagle Rd 6560 S Federal Way	Boise Boise	ID 83713 ID 83716		Ada County Ada County	661	116343A 115510A	Upper Upper
Staffed Branch (1)	1 Gary Lane Albertsons	7100 W State St	Boise	ID 83714		Ada County	661	172625A	Middle
Staffed Branch (1)	1 Fairview at Cole	7230 W Fairview Ave	Boise	ID 83704		Ada County	661	107227A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Franklin Road 1 Parkcenter Blyd Albertsons	8534 W Franklin Rd 909 E Parkcenter Blvd	Boise Boise	ID 83709 ID 83706		Ada County Ada County	661	107232A 147763A	Middle Upper
Staffed Branch (1)	1 Buhl	819 Main St	Buhl	ID 83316		Twin Falls County	702	107211A	Middle
Staffed Branch (1)	1 Burley	112 E Main St	Burley	ID 83318		Cassia County	676	107212A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Caldwell 1 Cambridge	607 Cleveland Blvd 95 N Superior St	Caldwell Cambridge	ID 83605 ID 83610		Canyon County Washington County	674 704	107213A 107214A	Moderate Middle
Staffed Branch (1)	1 4th Street	1603 N 4th St	Coeur d'Alene	ID 83814		Kootenai County	688	107231A	Moderate
Staffed Branch (1)	1 Government Way at Hanley	6376 N Government Way	Coeur d'Alene	ID 83815		Kootenai County	688	107234A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Cottonwood 1 Council	104 Main Street 210 Illinois Avenue	Cottonwood Council	ID 83522 ID 83612		Idaho County Adams County	685	107221A 107222A	Middle Middle
Staffed Branch (1)	1 Driggs ID	200 S Main St	Driggs	ID 83422		Teton County	701	146784A	Middle
Staffed Branch (1)	1 Eagle	150 W State St	Eagle	ID 83616		Ada County	661	107224A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Emmett 1 Fairfield	200 S Washington Ave 512 Soldier Rd	Emmett Fairfield	ID 83617 ID 83327	83617-2950 83327	Gem County Camas County	683	107225A 107226A	Moderate Middle
Staffed Branch (1)	1 Chinden Boulevard	5312 W Chinden Blvd	Garden City	ID 83714		Ada County	661	107218A	Moderate
Staffed Branch (1)	1 Glenns Ferry	4 E Idaho Ave	Glenns Ferry	ID 83623		Elmore County	680	107233A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Grangeville 1 Hagerman	104 E Main St 111 Hagerman Ave W	Grangeville Hagerman	ID 83530 ID 83332		Idaho County Gooding County	685	107236A 107238A	Middle Middle
Staffed Branch (1)	1 Hailey Office Wood River 03	314 N Main St	Hailey	ID 83333		Blaine County	667	146782A	Upper
Staffed Branch (1)	1 Hayden Lake Albertsons	161 W Prairie Shopping Ctr	Hayden	ID 83835	83835-9853	Kootenai County	688	108060A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Homedale 1 Idaho Falls	112 S Main St 330 Shoup Ave	Homedale Idaho Falls	ID 83628 ID 83402		Owyhee County Bonneville County	697	107242A 107243A	Moderate Moderate
Staffed Branch (1)	1 First Street	585 1st St	Idaho Falls	ID 83402		Bonneville County	670	107230A	Moderate
Staffed Branch (1)	1 Jerome	301 S Lincoln Ave	Jerome	ID 83338	83338-2626	Jerome County	687	107244A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Ketchum 1 Kuna	111 N Main St	Ketchum Kuna	ID 83340		Blaine County Ada County	667	146781A 107733A	Upper
Staffed Branch (1)	1 Orchards ID	1900 19th Ave	Lewiston	ID 83634		Nez Perce County	695	107748A	Middle
Staffed Branch (1)	1 Mackay	202 South Main Street	MacKay	ID 83251	83251	Custer County	679	107735A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Malad 1 McCall	25 E 50 S 905 N 2nd St	Malad City McCall	ID 83252 ID 83638		Oneida County Valley County	696	107736A 107738A	Middle Middle
Staffed Branch (1)	1 Cherry Lane	220 W Cherry Ln	Meridian	ID 83638		Ada County	703 661	107/38A 107217A	Middle
Staffed Branch (1)	Cherry & Ten Mile Albertsons	3301 W Cherry Ln	Meridian	ID 83642	83642-1119	Ada County	661	107216A	Middle
Staffed Branch (1)	1 Meridian CentrePoint	3475 N Eagle Rd	Meridian	ID 83646		Ada County	661	154325A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Montpelier 1 Blaine Street	672 Washington St 1314 S Blaine St	Montpelier Moscow	ID 83254 ID 83843		Bear Lake County Latah County	664 689	107741A 107206A	Middle Middle
Staffed Branch (1)	1 Mountain Home ID	305 N 2nd E	Mountain Home	ID 83647		Elmore County	680	107743A	Middle
Staffed Branch (1)	1 Nampa 1 Karcher	1112 1st St S	Nampa	ID 83651 ID 83651		Canyon County	674	107744A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 12th Ave	1515 Caldwell Blvd 2220 12th Ave Rd	Nampa Nampa	ID 83651 ID 83686		Canyon County Canyon County	674	107729A 154328A	Moderate Moderate
Staffed Branch (1)	1 Greenhurst Albertsons	2400 12th Ave	Nampa	ID 83686		Canyon County	674	107745A	Middle
Staffed Branch (1)	1 Orofino	333 Michigan Ave	Orofino	ID 83544 ID 83660		Clearwater County	678	107749A	Middle Moderate
Staffed Branch (1) Staffed Branch (1)	1 Parma 1 Payette	201 N 3rd St 101 S Main St	Parma Payette	ID 83660 ID 83661		Canyon County Payette County	674	107754A 107755A	Middle
Staffed Branch (1)	1 Pinehurst	1 Country Club Ln	Pinehurst	ID 83850	83850	Shoshone County	700	107756A	Middle
Staffed Branch (1)	1 North Yellowstone 1 Post Falls	855 Yellowstone Ave 415 E Seltice Way	Pocatello Post Falls	ID 83201 ID 83854		Bannock County	663	107747A	Moderate Middle
Staffed Branch (1) Staffed Branch (1)	1 Potlatch	200 6th Street	Post Fails Potlatch	ID 83855		Kootenai County Latah County	689	107759A 107760A	Middle
Staffed Branch (1)	1 Preston	1 S State St	Preston	ID 83263	83263-1242	Franklin County	681	107761A	Middle
Staffed Branch (1)	1 Priest River	21 S Treat St	Priest River	ID 83856		Bonner County	669	107762A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Rexburg 1 Rigby	77 E Main St 183 S State St	Rexburg Rigby	ID 83440 ID 83442		Madison County Jefferson County	693	107763A 107764A	Low Middle
Staffed Branch (1)	1 Rupert	612 5th St	Rupert	ID 83350		Minidoka County	694	107765A	Middle
Staffed Branch (1)	1 Salmon	501 Main St	Salmon	ID 83467		Benewah County	665	107766A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Sandpoint 1 Soda Springs	201 Main St 189 S Main St	Sandpoint Soda Springs	ID 83864 ID 83276		Lemhi County Bonner County	690 669	107767A 107773A	Middle Middle
Staffed Branch (1)	1 St Maries	138 N 8th St	St. Maries	ID 83861	83861-1846	Caribou County	675	107774A	Middle
Staffed Branch (1)	1 Twin Falls	241 Shoshone St N	Twin Falls	ID 83301		Twin Falls County	702	107778A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Blue Lakes 1 Victor ID	748 Blue Lakes Blvd N 138 N Main St	Twin Falls Victor	ID 83301 ID 83455		Twin Falls County Teton County	702 701	107207A 146785A	Middle Middle
Staffed Branch (1)	1 Wallace	528 Cedar St	Wallace	ID 83873	83873-2231	Shoshone County	700	107781A	Middle
Staffed Branch (1)	1 Wendell	15 S Idaho St	Wendell	ID 83355		Gooding County	684	107782A 122947A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Addison 1 Algonquin IL	540 W Lake St 798 S Randall Rd	Addison Algonquin	IL 60101		Du Page County McHenry County	726 760	122947A 151879A	Moderate Upper
Staffed Branch (1)	1 Upper Alton	1520 Washington Ave	Alton	IL 62002	62002-3929	Madison County	764	108593A	Moderate
Staffed Branch (1)	1 North Alton	2627 State St	Alton	IL 62002		Madison County	764	108581A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Aurora Meijer 1 Belleville IL East	808 N Route 59 1820 Lebanon Ave	Aurora Belleville	IL 60504 IL 62221		Du Page County St. Clair County	726 786	210611A 112895A	Middle Middle
Staffed Branch (1)	1 Belleville West Schnucks	5720 N Belt W	Belleville	IL 62226		St. Clair County	786	133634A	Moderate
Staffed Branch (1)	1 Bensenville	1125 S York Rd	Bensenville	IL 60106		Du Page County	726	122988A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Benton IL 1 Berwyn	701 Public Sq 6201 W Cermak Rd	Benton Berwyn	IL 62812 IL 60402		Franklin County Cook County	732 720	116450A 122956A	Middle Moderate
Staffed Branch (1)	1 Bethalto Airport	1 Airport Plz	Bethalto	IL 62010		Madison County	764	108583A	Middle
Staffed Branch (1)	Bloomingdale IL Meijer	130 S Gary Ave	Bloomingdale	IL 60108	60108-2243	Du Page County	726	132307A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Bloomington IL 1 Blue Island	1702 Eastland Dr 11960 S Western Ave	Bloomington Blue Island	IL 61704 IL 60406		McLean County Cook County	761 720	116455A 122924A	Middle Moderate
Staffed Branch (1)	1 Bolingbrook Meijer	225 N Weber Rd	Bolingbrook	IL 60490	60490-1505	Will County	803	116975A	I Upper
Staffed Branch (1)	1 Bolingbrook	443 N Bolingbrook Dr	Bolingbrook	IL 60440		Will County	803	210612A	Middle
Staffed Branch (1) Staffed Branch (1)	1 East Boughton Road Meijer 1 Bridgeview	755 E Boughton Rd 8739 S Harlem Ave	Bolingbrook Bridgeview	IL 60440		Will County Cook County	803 720	122540A 122927A	Middle Middle
Staffed Branch (1)	1 Buffalo Grove	1 W Dundee Rd	Bridgeview Buffalo Grove	IL 60089		Cook County	720	122942A	Middle
Staffed Branch (1)	1 Burbank	5440 W 87th St	Burbank	IL 60459	60459-2900	Cook County	720	210613A	Middle
Staffed Branch (1)	1 Cahokia	1050 Camp Jackson Rd 1392 Torrence Ave	Cahokia	IL 62206		St. Clair County	786	1 085366A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Calumet City - Drive Up 1 Calumet City	1392 Forrence Ave 1400 Torrence Ave	Calumet City Calumet City	IL 60409		Cook County Cook County	720 720	124971A 124970A	Moderate Moderate
Drive-in (2) Staffed Branch (1)	2 Carlinville 1 Carlyle	240 E Main St 510 8th St	Carlinville Carlyle	IL 62626 IL 62231		Macoupin County Clinton County	763 718	116457A 116445A	Middle Middle

BranchType (select one										
from list)	BranchTypeCode PopularBranchName	AddressLine1	AddressLine2 AddressCity		essZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1) Drive-in (2)	1 12th & Mulliken Driveup 2 Carol Stream	990 12th St 451 S Schmale Rd	Carlyle Carol Stream		231 188	62231 60188-2416	Clinton County Du Page County	718 726	116446A 122949A	Middle Moderate
Staffed Branch (1)	1 Centralia IL	201 N Elm St	Centralia		801	62801-3248	Marion County	765	122949A 116458A	Moderate
Staffed Branch (1)	1 Eastern Illinois University	1720 7th St	Charleston	IL 61	920	61920-3011	Coles County	719	167225A	Middle
Staffed Branch (1)	1 Pullman IL	1000 E 111th St 11159 S Kedzie Ave	Chicago		628	60628-4614	Cook County	720	133615A 134092A	Low
Staffed Branch (1) Staffed Branch (1)	1 Mount Greenwood IL 1 Beverly	1357 W 103rd St	Chicago Chicago		655	60655-2329 60643-9821	Cook County Cook County	720 720	134092A 122935A	Upper Upper
Staffed Branch (1)	1 Lincoln Park	1953 N Clybourn Ave	Chicago		614	60614-4945	Cook County	720	078846A	Upper
Staffed Branch (1)	1 The Rookery Building IL	209 S La Salle St	Chicago		604	60604-1219	Cook County	720	128639A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Chinatown Square 1 Chicago River	2131 S China Pl 225 N Michigan Ave	Chicago Chicago		616	60616-1536 60601-7757	Cook County Cook County	720 720	122961A 106746A	Low Upper
Staffed Branch (1)	1 Chinatown	2263 S Wentworth Ave	Chicago		616	60616-2011	Cook County	720	122960A	Low
Staffed Branch (1)	1 25 East Washington IL	25 E Washington St	Chicago		602	60602-1708	Cook County	720	032225A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Northwestern Memorial Hospital 1 Cermak	251 E Huron St 2854 W Cermak Rd	Chicago Chicago		611 623	60611-2908 60623-3512	Cook County Cook County	720 720	168098A 122966A	Upper Low
Staffed Branch (1)	1 Milwaukee Ave IL	2958 N Milwaukee Ave	Chicago		618	60618-7323	Cook County	720	133612A	Moderate
Staffed Branch (1)	1 West Garfield IL	310 N Pulaski Rd	Chicago		624	60624-1810	Cook County	720	133683A	Low
Staffed Branch (1)	1 Lakeview East	3214 N Broadway St	Chicago		657 617	60657-3515	Cook County	720 720	213229A 134077A	Upper
Staffed Branch (1) Staffed Branch (1)	1 East Side IL 1 Irving Park IL	3501 E 106th St 3515 W Irving Park Rd	Chicago Chicago		618	60618-3209	Cook County Cook County	720	134077A 134087A	Moderate Moderate
Staffed Branch (1)	1 West 63rd	3525 W 63rd St	Chicago		629	60629-3711	Cook County	720	167398A	Moderate
Staffed Branch (1)	1 Austin IL	5201 W Madison St	Chicago		644	60644-4142	Cook County	720	210615A	Low
Staffed Branch (1) Staffed Branch (1)	1 Edgewater 1 Lincoln Ave	5340 N Clark St 5700 N Lincoln Ave	Chicago Chicago		640 659	60640-2120	Cook County Cook County	720 720	210614A 122989A	Middle Moderate
Staffed Branch (1)	1 Belmont Avenue	5850 W Belmont Ave	Chicago		634	60634-5202	Cook County	720	210616A	Middle
Staffed Branch (1)	1 Bridgeport	600 W 37th St	Chicago	IL 60	609	60609-1619	Cook County	720	122962A	Middle
Staffed Branch (1)	1 Norwood Park IL	6100 N Northwest Hwy	Chicago		631	60631-2123	Cook County	720	134079A	Middle
Staffed Branch (1) Staffed Branch (1)	1 South Wacker 1 West Town	71 S Wacker Dr 745 N Milwaukee Ave	Chicago Chicago		606 642	60606-4637 60642-6910	Cook County Cook County	720 720	132515A 090885A	Upper Upper
Staffed Branch (1)	1 Cosmopolitan IL	801 N Clark St	Chicago		610	60610-6844	Cook County	720	147546A	Middle
Staffed Branch (1)	1 Englewood IL	815 W 63rd St	Chicago		621	60621-1917	Cook County	720	134078A	Low
Staffed Branch (1) Staffed Branch (1)	1 Commercial Ave 1 Chicago Heights	9200 S Commercial Ave 101 Dixie Hwy	Chicago Chicago Heights		617 411	60617-4584 60411-1766	Cook County Cook County	720 720	124972A 137935A	Low
Staffed Branch (1)	1 Cicero IL	4765 W Cermak Rd	Cicero		804	60804-2508	Cook County	720	137935A 134089A	Upper Moderate
Staffed Branch (1)	1 Cobden	120 S Front St	Cobden	IL 62	920	62920-2422	Union County	795	116476A	Middle
Staffed Branch (1)	1 Collinsville Schnucks	501 Belt Line Rd	Collinsville		234	62234-4410	Madison County	764	134235A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Countryside 1 Crystal Lake	450 W 55th St	Countryside Crystal Lake		525 014	60525-3538	Cook County McHenry County	720 760	122995A 210617A	Middle Middle
Staffed Branch (1)	1 Deerfield	700 Deerfield Rd	Deerfield		015	60015-3218	Lake County	753	210617A	Upper
Staffed Branch (1)	1 Des Plaines - Oakton	1223 E Oakton St	Des Plaines		018	60018-2167	Cook County	720	024209A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Des Plaines Prairie 1 Dixon Driveup	1382 E Prairie Ave 122 W Boyd St	Des Plaines Dixon		016	60016-4398	Cook County Lee County	720 756	011065A 116453A	Middle
Staffed Branch (1)	1 Dixon 1 Dixon	160 Keul Rd	Dixon		021	61021-2108	Lee County Lee County	756	116454A	Upper Middle
Drive-in (2)	2 Dolton IL	1350 E Sibley Blvd	Dolton		419	60419-2965	Cook County	720	134080A	Moderate
Staffed Branch (1)	1 Downers Grove Ogden	1512 Ogden Ave	Downers Grove		515	60515-2735	Du Page County	726	090886A	Middle
Staffed Branch (1) Staffed Branch (1)	1 63rd Street 1 Edwardsville	2201 W 63rd St 1411 Lewis Rd	Downers Grove Edwardsville		516 025	60516-2302 62025-4148	Du Page County Madison County	726 764	172634A 210619A	Middle
Staffed Branch (1)	1 Elgin IL Meijer	815 S Randall Rd	Elgin		123	60123-3003	Kane County	749	120278A	Upper Middle
Staffed Branch (1)	1 Elk Grove IL	1100 W Devon Ave	Elk Grove Village		007	60007-3214	Cook County	720	172628A	Middle
Staffed Branch (1)	1 Elmhurst	536 S York St	Elmhurst		126	60126-3952	Du Page County	726	122944A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Elmwood Park 1 Evanston	7312 W Grand Ave 1325 Howard St	Elmwood Park Evanston		707 202	60707-1905 60202-3766	Cook County Cook County	720 720	122958A 122965A	Middle Middle
Staffed Branch (1)	1 Northwestern University IL	1999 South Campus Drive	Evanston		208	60208-2514	Cook County	720	128566A	Upper
Staffed Branch (1)	1 Evergreen Park Meijer	9200 S Western Ave	Evergreen Park		805	60805-2500	Cook County	720	155005A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Fairview Heights 1 Fox Lake	6701 N Illinois St 55 E Grand Ave	Fairview Heights Fox Lake		208 020	62208-2019 60020-1432	St. Clair County Lake County	786 753	112885A 210620A	Middle I Middle
Staffed Branch (1)	1 Frankfort	9795 W Lincoln Hwy	Frankfort		423	60423-1445	Will County	803	098386A	Upper
Staffed Branch (1)	1 Franklin Park	10035 Grand Ave	Franklin Park		131	60131-2558	Cook County	720	122937A	Middle
Staffed Branch (1)	1 SW Plaza	1701 S West Ave	Freeport		032	61032-6767	Stephenson County	793	116473A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Freeport 1 Galena Square IL	50 W Douglas St 953 Gear St	Freeport Galena		032	61032-4129 61036-1351	Stephenson County Jo Daviess County	793 747	116472A 116492A	Moderate Upper
Staffed Branch (1)	1 Geneva IL	808 W State St	Geneva		134	60134-2052	Kane County	749	134095A	Upper
Staffed Branch (1)	1 Glen Carbon	3601 S State Route 159	Glen Carbon		034	62034-3014	Madison County	764	112888A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Roosevelt Road 1 Glenview	736 Roosevelt Rd 936 Harlem Ave	Glen Ellyn Glenview		137 025	60137-5832 60025-4275	Du Page County Cook County	726 720	210621A 122990A	Upper Upper
Staffed Branch (1)	1 Granite City	3303 Nameoki Rd	Granite City		040	62040-3708	Madison County	764	112887A	Middle
Staffed Branch (1)	1 Hanover Park Caputo's Fresh Markets	1250 E Lake St	Hanover Park		133	60133-5423	Du Page County	726	126641A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Hanover Park 1 Highland Square	1301 Irving Park Rd 1000 Broadway	Hanover Park Highland		133 249	60133-2569	Cook County Madison County	720 764	122946A 112893A	Middle Middle
Staffed Branch (1)	1 Highwood	310 Waukegan Ave	Highwood		040	60040-1313	Lake County	753	210622A	Middle
Staffed Branch (1)	1 Hinsdale IL	21 W 2nd St	Hinsdale	IL 60	521	60521-1700	Du Page County	726	137393A	Upper
Staffed Branch (1)	Hoffman Estates Valli Produce	850 N Roselle Rd	Hoffman Estates		169	60169-1850	Cook County	720	126182A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Homer Glen Meijer 1 Dixie Hwy	14169 S Bell Rd 18300 Dixie Hwy	Homer Glen Homewood		491 430	60491-8464 60430-3235	Will County Cook County	803 720	167366A 124983A	Upper Middle
Staffed Branch (1)	1 Homewood IL	18300 Dixie Hwy 18300 Kedzie Ave	Homewood		430	60430-3235	Cook County	720	134091A	Middle
Staffed Branch (1)	1 West Morton	322 W Morton Ave	Jacksonville	IL 62	650	62650-2813	Morgan County	773	116464A	Middle
Staffed Branch (1)	1 Joliet Walmart	1401 IL Rte 59	Joliet		431	60431-8209	Will County	803	128793A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Lemont IL 1 Lincolnwood	1229 State St 6677 N Lincoln Ave	Lemont Lincolnwood		439 712	60439-4419 60712-3619	Cook County Cook County	720 720	147555A 167394A	Upper Upper
Staffed Branch (1)	1 Lisle IL	1026 Ogden Ave	Lisle		532	60532-1340	Du Page County	726	137392A	Upper
Staffed Branch (1)	1 Lockport	1103 E 9th St	Lockport	IL 60	441	60441-3219	Will County	803	122934A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Lowes Park	45 W Roosevelt Rd 5629 N 2nd St	Lombard Loves Park		148 111	60148-4401	Du Page County	726 805	122950A 116481A	Middle Moderate
Staffed Branch (1) Staffed Branch (1)	1 Loves Park 1 Marion	5629 N 2nd St 1116 N Carbon St	Loves Park Marion		959 :	61111-4664	Winnebago County Williamson County	805 804	116481A 116479A	Moderate Moderate
Staffed Branch (1)	1 Matteson	4350 Lincoln Hwy	Matteson	IL 60	443	60443-2400	Cook County	720	122930A	Middle
Staffed Branch (1)	1 Charleston IL	1400 Charleston Ave	Mattoon		938	61938-4092	Coles County	719	116447A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Maywood IL 1 McHenry Meijer	400 Madison St 2253 N Richmond Rd	Maywood McHenry		153 051	60153-2137	Cook County McHenry County	720 760	125989A 122541A	Moderate
Staffed Branch (1)	1 Quad Cities 22nd	4701 22nd Ave	Moline		265	61265-3677	Rock Island County	785	095952A	Upper Middle
Staffed Branch (1)	1 Morton Grove	9339 Waukegan Rd	Morton Grove	IL 60	053	60053-1314	Cook County	720	122963A	Upper
Staffed Branch (1)	1 Mount Prospect	940 E Rand Rd	Mount Prospect		056	60056-2567	Cook County	720	122941A	Upper
Staffed Branch (1)	1 Mt. Vernon	4100 Broadway St	Mt. Vernon	IL 62	864	62864-2222	Jefferson County	745	116451A	Middle

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Mundelein	2000 S Lake St		Mundelein	IL	60060	60060-4233	Lake County	753	172633A	Moderate
Staffed Branch (1)	1	Market Meadows	1230 S Naper Blvd	1	Naperville	IL	60540	60540-8312	Du Page County	726	172629A	Upper
Staffed Branch (1)	1	Naperville	136 S Washington St		Naperville	IL	60540	60540-5333	Du Page County	726	172630A	Upper
Staffed Branch (1) Staffed Branch (1)	1	White Eagle New Athens	4455 Montgomery Rd 1100 Spotsylvania St		Naperville New Athens	IL II	60564	60564-9765 62264-1593	Du Page County St. Clair County	726 786	210623A 112889A	Upper Middle
Staffed Branch (1)	1 1	Niles	8500 W Dempster St	i	Niles	! IL	60714	60714-1402	Cook County	720	210624A	Moderate
Staffed Branch (1)	1	Normal	1401 S Main St	,	Normal	IL	61761	61761-3443	McLean County	761	116456A	Middle
Staffed Branch (1)	11	Norridge	4343 N Harlem Ave		Norridge	IL	60706	60706-7109	Cook County	720	122959A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Northlake Oak Lawn - Cicero Ave	26 W North Ave	1	Northlake Oak Lawn	IL II	60164	60164-2313 60453-2519	Cook County Cook County	720 720	172636A 122926A	Middle Middle
Staffed Branch (1)	1	Oak Park	104 N Oak Park Ave		Oak Park	IL IL	60301	60301-1367	Cook County	720	172626A	Middle
Staffed Branch (1)	1	Oak Park-Madison St IL	11 Madison St	1	Oak Park	IL	60302	60302-4203	Cook County	720	133610A	Upper
Staffed Branch (1)	1	North Ave	6729 North Ave		Oak Park	IL	60302	60302-1022	Cook County	720	122954A	Upper
Staffed Branch (1)	1 1	O'Fallon	400 S Lincoln Ave		O'Fallon	IL II	62269	62269-2142 60487-4926	St. Clair County	786	085369A	Middle
Staffed Branch (1) Staffed Branch (1)	: 1	Orland Hills Oswego IL Meijer	8811 159th St 2700 US Highway 34	1	Orland Hills Oswego	IL II	60543	60543-7118	Cook County Kendall County	720 751	122928A 138570A	Middle Upper
Staffed Branch (1)	1	Palatine	1586 N Rand Rd		Palatine	IL	60074	60074-8506	Cook County	720	172631A	Upper
Staffed Branch (1)	1	Park Forest	99 Indianwood Blvd	İ	Park Forest	IL	60466	60466-2100	Cook County	720	210625A	Moderate
Staffed Branch (1) Staffed Branch (1)	1	Plainfield IL Meijer Richton Park	13521 S Route 59		Plainfield Richton Park	IL II	60544	60544-3800 60471-1252	Will County Cook County	803 720	134230A 122931A	Upper Moderate
Staffed Branch (1)	1	Rock Island	230 18th St		Rock Island	ı IL	61201	61201-8740	Rock Island County	720	172635A	Low
Staffed Branch (1)	1 1	Hilltop IL	3411 18th Ave		Rock Island	IL	61201	61201-3028	Rock Island County	785	210626A	Middle
Staffed Branch (1)	1	East State	1107 E State St		Rockford	IL	61104	61104-2210	Winnebago County	805	116485A	Low
Staffed Branch (1)	1 1	11th Street	3210 11th St		Rockford	IL.	61109	61109-2204	Winnebago County	805	116486A	I Low
Staffed Branch (1) Staffed Branch (1)	: 1	Perryville IL Rolling Meadows IL Meiler	6940 Villagreen Vw 1301 Meiler Dr		Rockford Rolling Meadows	IL II	60008	61107-5605 60008-4205	Winnebago County Cook County	805 720	116484A 128254A	Upper Middle
Staffed Branch (1)	1	Rolling Meadows	3901 Kirchoff Rd		Rolling Meadows	IL	60008	60008-2461	Cook County	720	122940A	Middle
Staffed Branch (1)	1	Rosemont	9575 W Higgins Rd		Rosemont	IL	60018	60018-4915	Cook County	720	210627A	Middle
Staffed Branch (1)	1	Round Lake Beach Meijer	750 E Rollins Rd		Round Lake Beach	IL	60073	60073-1340	Lake County	753	122973A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 1	Sauk Village IL Schaumburg	2600 E Sauk Trl 60 S Meacham Rd		Sauk Village Schaumburg	L	60411	60411-5263 60193-2013	Du Page County Kane County	726 749	134083A 124741A	Upper Middle
Staffed Branch (1)	1 1	Skokie - Dempster	3300 Dempster St	1	Skokie	IL IL	60076	60076-2464	Cook County	720	137990A	Moderate
Staffed Branch (1)	1	Skokie	4450 Golf Rd	<u> </u>	Skokie	IL	60076	60076-1221	Cook County	720	122964A	Middle
Staffed Branch (1)	1 1	Springfield IL	205 S 5th St	1	Springfield	IL	62701	62701-1490	Cook County	720	116044A	Upper
Staffed Branch (1) Staffed Branch (1)	1 1	Southwest Sixth Street	2501 S Veterans Pkwy 2723 S 6th St		Springfield Springfield	IL II	62704	62704-6433 62703-4071	Cook County Sangamon County	720 788	116470A 116469A	Middle
Staffed Branch (1)	1	Land of Lincoln	800 North Grand Avenue E	· · · · · · · · · · · · · · · · · · ·	Springfield	IL IL	62702	62702-3933	Sangamon County Sangamon County	788	116471A	Upper
Staffed Branch (1)	1 1	St. Charles	135 Smith Road	1	St. Charles	IL	60174	60174-5206	Sangamon County	788	155683A	Moderate
Staffed Branch (1)	1	St. Charles Meijer	855 S Randall Rd		St. Charles	IL	60174	60174-1570	Sangamon County	788	118906A	Low
Staffed Branch (1)	1 1	Sterling	305 4th Ave 4001 S Harlem Ave	<u> </u>	Sterling	IL.	61081	61081-3748 60402-4283	Whiteside County	802	116478A	Middle Middle
Staffed Branch (1) Staffed Branch (1)	: 1	Stickney	108 W Market St	1	Stickney Taylorville	IL II	62568	62568-2222	Cook County Christian County	720 715	122997A 116441A	Middle
Staffed Branch (1)	1	Vernon Hills	175 N Milwaukee Ave		Vernon Hills	IL IL	60061	60061-4302	Lake County	753	031962A	Upper
Staffed Branch (1)	1	West Chicago	115 High St		West Chicago	IL	60185	60185-2828	Du Page County	726	122984A	Middle
Staffed Branch (1)	1 1	West Dundee IL	704 W Main St		West Dundee	IL	60118	60118-2028	Kane County	749	141125A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Westchester Westmont	1844 S Mannheim Rd 6301 S Cass Ave	<u> </u>	Westchester Westmont	IL	60154	60154-4354 60559-3277	Cook County Du Page County	720 726	122939A 122983A	Middle Moderate
Staffed Branch (1)	1	Wheeling	800 S Wheeling Rd	1	Wheeling	I IL	60090	60090-5711	Cook County	720	210628A	Middle
Staffed Branch (1)	1	Wilmington	417 S Water St		Wilmington	IL	60481	60481-1379	Will County	803	122932A	Middle
Staffed Branch (1)	1 1	Winnebago	606 N Elida St	1	Winnebago	IL	61088	61088-8945	Winnebago County	805	116489A	Upper
Staffed Branch (1) Staffed Branch (1)	1 1	Woodridge Connersyille North	7460 Woodward Ave 1720 W 30th St		Woodridge Connersville	IL IN	60517 47331	60517-2612 47331-2515	Du Page County Fayette County	726 827	122952A 088063A	Middle Moderate
Staffed Branch (1)	1	Dillsboro	12899 Bank St	i	Dillsboro	IN	47018	47018-8510	Dearborn County	821	014841A	Middle
Staffed Branch (1)	1 1	Hagerstown	120 W Main St	1	Hagerstown	IN	47346	47346-1217	Wayne County	895	001776A	Middle
Staffed Branch (1)	1	Jeffersonville Meijer	2750 Allison Ln		Jeffersonville	IN	47130	47130-5952	Clark County	816	115543A	Middle
Staffed Branch (1)	; 1	Aurora Road	1203 W Eads Pkwy	1	Lawrenceburg	IN	47025	47025-1164	Dearborn County	821	016517A 089421A	Middle
Staffed Branch (1) Staffed Branch (1)	· 1	Lawrenceburg Silver & Spring	239 Walnut St 2115 E Spring St	1	New Albany	IN IN	47025 47150	47025-2499 47150-1564	Dearborn County Floyd County	821 828	089421A 111729A	Moderate Middle
Staffed Branch (1)	1	New Albany IN Meijer	4222 Charlestown Rd		New Albany	IN	47150	47150-9567	Floyd County	828	132171A	Upper
Staffed Branch (1)	1	University Richmond	2330 Chester Blvd		Richmond	IN	47374	47374-1221	Wayne County	895	017591A	Middle
Staffed Branch (1)	1	East Main	2909 E Main St		Richmond	IN	47374	47374-3545	Wayne County	895	002735A	Upper
Staffed Branch (1) Staffed Branch (1)	1	Promenade Richmond Main	531 E Main St 800 E Main St		Richmond	IN IN	47374 47374	47374-4301 47374-4316	Wayne County Wayne County	895 895	007829A 097262A	Moderate Moderate
Staffed Branch (1)	1 1	Bonner Springs KS	13020 Canaan Dr		Bonner Springs	KS	66012	66012-1864	Unified Govt. of Wyandotte County/K.C.	1003	149264A	Middle
Staffed Branch (1)	1	Legends Speedway	10959 Parallel Pkwy		Kansas City	KS	66109	66109-4432	Unified Govt. of Wyandotte County/K.C.	1003	116407A	Upper
Staffed Branch (1)	1	Turner KS	5429 Turner Dr		Kansas City	KS	66106	66106-1116	Unified Govt. of Wyandotte County/K.C.	1003	116406A	
Staffed Branch (1) Staffed Branch (1)	1 1	7th Street 23rd & Harper	700 Central Ave 1600 E 23rd St		Kansas City Lawrence	KS KS	66101	66101-3548 66046-5014	Unified Govt. of Wyandotte County/K.C. Douglas County	1003 921	116405A 116382A	Low Middle
Staffed Branch (1)	1	23rd & Ridge Court	1807 W 23rd St		Lawrence	KS	66046	66046-2747	Douglas County Douglas County	921	116382A 116379A	Low
Staffed Branch (1)	1	6th & Kasold	3500 W 6th St		Lawrence	KS	66049	66049-3245	Douglas County	921	116381A	Middle
Staffed Branch (1)	1	9th & Massachusetts	900 Massachusetts St		Lawrence	KS	66044	66044-2868	Douglas County	921	116378A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 1	Merriam Olathe	8600 Shawnee Mission Pkwy 15380 W 119th St	*	Merriam Olathe	KS	66202 66062	66202-2959 66062-1073	Johnson County Johnson County	944 944	116386A 116387A	Moderate Middle
Staffed Branch (1)	1 1	South Olathe Price Chopper	15380 W 119th St 15970 S Mur-Len Rd	1	Olathe	KS	66062	66062-1073	Johnson County Johnson County	944	116387A 167458A	Upper
Staffed Branch (1)	i	119th Street	10100 W 119th St		Overland Park	KS	66213	66213-1604	Johnson County	944	116390A	Upper
Staffed Branch (1)	1	Hawthorne	4901 W 119th St		Overland Park	KS	66209	66209-1524	Johnson County	944	116389A	Upper
Staffed Branch (1)	1	Overland Park Price Chopper	7000 W 75th St		Overland Park	KS	66204	66204-3029	Johnson County	944	116391A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	135th and Antioch KS Overland Park Main	8401 W 135th St 9900 W 87th St		Overland Park Overland Park	KS KS	66223	66223-1199 66212-4745	Johnson County Johnson County	944 944	127496A 116041A	Middle Low
Staffed Branch (1)	1 1	Pittsburg	306 N Broadway St		Pittsburg	KS	66762	66762-4821	Crawford County	917	116377A	Moderate
Staffed Branch (1)	11	95th Street	5100 W 95th St		Prairie Village	KS	66207	66207-3384	Johnson County	944	116393A	Upper
Staffed Branch (1)	1	Mission Road	6940 Mission Rd		Prairie Village	KS	66208	66208-2609	Johnson County	944	116392A	Upper
Staffed Branch (1)	1	Roeland Park	4970 Roe Blvd		Roeland Park	KS	66205	66205-1110	Johnson County	944	116394A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Rossville KS Shawnee	443 N Main St 15610 Shawnee Mission Pkwy		Rossville Shawnee	KS KS	66533	66533-9803 66217-9324	Shawnee County Johnson County	987 944	116396A 116395A	Upper Middle
Staffed Branch (1)	1 1	West 66th Price Chopper	22210 W 66th St	1	Shawnee	KS	66226	66226-3521	Johnson County	944	149399A	Upper
Staffed Branch (1)	1	Fleming Place	1017 SW Gage Blvd	<u> </u>	Topeka	KS	66604	66604-1797	Shawnee County	987	116402A	Middle
Staffed Branch (1)	1	White Lakes	3600 SW Topeka Blvd		Topeka	KS	66611	66611-2373	Shawnee County	987	116400A	Low
Staffed Branch (1)	1	Pioneer Square KS	3625 NW 46th St		Topeka	KS	66618	66618-2500	Shawnee County	987	116404A	Upper
Staffed Branch (1) Staffed Branch (1)	1 1	5th & Jackson 21st Street	434 SW Jackson St 5730 SW 21st St	i	Topeka Topeka	KS KS	66603	66603-3328 66604-3720	Shawnee County Shawnee County	987 987	116403A 116401A	Low Middle
		Crosby Place	719 S Kansas Ave		Торека	KS	66603	66603-3807	Shawnee County	987	116398A	Low

BranchType (select one										
from list) Branc	chTypeCode PopularBranchName	AddressLine1	AddressLine2 AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1 Alexandria KY	7630 Alexandria Pike	Alexandria	КҮ	41001	41001-1044	Campbell County	1022	085757A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Augusta 1 Benton KY	202 Main St 201 E 11th St	Augusta Benton	KY KY	41002 42025	41002-1037 42025-1515	Bracken County Marshall County	1015 1082	092056A 116583A	Moderate Upper
Staffed Branch (1)	1 Draffenville	95 US Highway 68 E	Benton	KY	42025	42025-7159	Marshall County	1082	116584A	Middle
Staffed Branch (1)	1 Berea KY	630 Chestnut St	Berea	KY	40403	40403-1515	Madison County	1079	111747A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Bowling Green Ashley Circle 1 Western Kentucky University	1747 Scottsville Rd 1906 College Heights Blvd	Bowling Green Bowling Green	KY KY	42104 42101	42104-3349 42101-1000	Warren County Warren County	1117	014510A 167371A	Middle Low
Staffed Branch (1)	Bowling Green Cave Mill	1970 Cave Mill Rd	Bowling Green	KY	42101	42104-6337	Warren County Warren County	1117	210629A	Middle
Staffed Branch (1)	1 Bowling Green Northgate	3240 Louisville Rd	Bowling Green	KY	42101	42101-7103	Warren County	1117	015765A	Middle
Staffed Branch (1)	1 Bowling Green	500 E Main Ave	Bowling Green	KY KY	42101 42104	42101-2226 42104-1040	Warren County	1117	112122A 010389A	Low Middle
Staffed Branch (1) Staffed Branch (1)	1 Bowling Green Campbell Lane 1 Bowling Green Lain Avenue	721 Campbell Ln 810 Lain Ave	Bowling Green Bowling Green	KY KY	42104	42101-4908	Warren County Warren County	1117	004961A	Upper
Staffed Branch (1)	1 Carrollton	416 Highland Ave	Carrollton	KY	41008	41008-1017	Carroll County	1024	087500A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Cold Spring 1 6th and Madison	3600 Alexandria Pike 602 Madison Ave	Cold Spring	KY KY	41076 41011	41076-1711 41011-2404	Campbell County Kenton County	1022 1062	085759A 085756A	Middle Moderate
Staffed Branch (1)	1 Crescent Springs Remke	560 Clock Tower Way	Covington Crescent Springs	KY	41017	41017-2704	Kenton County	1062	085763A	Upper
Staffed Branch (1)	1 Thomas More	2741 Turkeyfoot Rd	Crestview Hills	KY	41017	41017-2528	Kenton County	1062	085770A	Upper
Staffed Branch (1)	1 Danville 1 Elkhorn City	111 S 4th St 114 W Russell St	Danville Elkhorn City	KY KY	40422 41522	40422-1825 41522-9023	Kenton County Boyle County	1062 1014	111748A 095735A	Upper Middle
Staffed Branch (1)	1 Elsmere	3905 Dixie Hwy	Elsmere	KY	41018	41018-1811	Pike County	1101	085761A	Moderate
Staffed Branch (1)	1 Pendleton KY	303 Ridgeway Ave	Falmouth	KY	41040	41040-8219	Kenton County	1062	074181A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Flemingsburg 1 Mall Road Kroger	33 Windsor Rd 7685 Mall Rd	Flemingsburg Florence	KY KY	41041 41042	41041-9600 41042-1403	Pendleton County Fleming County	1099	108915A 156142A	Moderate Upper
Staffed Branch (1)	1 Florence KY	8461 US Highway 42	Florence	KY	41042	41042-9656	Boone County	1011	085762A	Middle
Staffed Branch (1)	1 Fort Mitchell	405 Buttermilk Pike	Fort Mitchell	KY	41017	41017-1603	Boone County	1011	011853A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Fort Thomas 1 Franklin KY	2 S Fort Thomas Ave 910 S Main St	Fort Thomas Franklin	KY KY	41075 42134	41075-1815 42134-2365	Kenton County Campbell County	1062 1022	085764A 108913A	Middle Upper
Staffed Branch (1)	1 Glasgow Wall Street	100 Wall St	Glasgow	KY	42134 42141	42141-1546	Simpson County	1110	083986A	Middle
Staffed Branch (1)	1 Glasgow South Green Street	200 S Green St	Glasgow	KY	42141	42141-2644	Barren County	1008	083985A	Upper
Staffed Branch (1)	1 Hebron 1 Old Orchard	2121 N Bend Rd 501 Barrett Blvd	Hebron Henderson	KY KY	41048 42420	41048-9658 42420-2675	Barren County Boone County	1008	210631A 111739A	Middle Upper
Staffed Branch (1)	1 Hopkinsville	1101 S Main St	Hopkinsville	KY	42240	42240-2011	Henderson County	1054	210632A	Middle
Staffed Branch (1)	1 Hopkinsville Fort Campbell	4159 Fort Campbell Blvd	Hopkinsville	KY	42240	42240-8706	Christian County	1027	116973A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Independence KY 1 Irvine KY	5262 Madison Pike 127 Broadway St	Independence Irvine	KY KY	41051 40336	41051-7944 40336-1055	Christian County Kenton County	1027	085766A 111749A	Middle Upper
Staffed Branch (1)	1 Latonia	3937 Winston Ave	Latonia	KY	41015	41015-1706	Estill County	1036	008345A	Middle
Staffed Branch (1)	1 Lebanon KY	131 W Main St	Lebanon	KY	40033	40033-1236	Marion County	1081	087501A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Eastland 1 Nicholasville Road	1015 Industry Rd 2020 Nicholasville Rd	Lexington	KY KY	40505 40503	40505-3805 40503-2027	Fayette County Fayette County	1037	111741A 111743A	Low
Staffed Branch (1)	1 Hamburg Meijer	2155 Paul Jones Way	Lexington Lexington	KY	40503	40509-2220	Fayette County	1037	112906A	Upper Upper
Staffed Branch (1)	1 Richmond Road	2653 Richmond Rd	Lexington	KY	40509	40509-1502	Fayette County	1037	111744A	Low
Staffed Branch (1) Staffed Branch (1)	1 Reynolds Road Meijer 1 Loretto	351 Meijer Way 4695 Highway 52	Lexington Loretto	KY KY	40503 40037	40503-3493 40037-7080	Fayette County Marion County	1037 1081	118908A 025519A	Middle Middle
Staffed Branch (1)	1 One Financial Square	1 Financial Sq	Louisville	KY	40202	40202-3318	Louisville Jefferson County Metro Government	1059	111707A	Upper
Staffed Branch (1)	1 Middletown KY	12212 Shelbyville Rd	Louisville	KY	40243	40243-1417	Louisville Jefferson County Metro Government	1059	134195A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Taylorsville Road KY Kroger 1 Highlands	12611 Taylorsville Rd 2350 Bardstown Rd	Louisville Louisville	KY KY	40299 40205	40299-4452 40205-2121	Louisville Jefferson County Metro Government Louisville Jefferson County Metro Government	1059 1059	134030A 111715A	Upper
Staffed Branch (1)	1 Audubon Park	3000 Preston Hwy	Louisville	KY	40217	40217-1717	Louisville Jefferson County Metro Government	1059	111712A	' Middle
Staffed Branch (1)	1 McMahan Plaza	3095 Breckenridge Ln	Louisville	KY	40220	40220-2101	Louisville Jefferson County Metro Government	1059	111719A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Springhurst 1 Bashford Manor KY Kroger	3501 Springhurst Commons Dr 3616 Buechel Byp	Louisville Louisville	KY KY	40241 40218	40241-6133 40218-2270	Louisville Jefferson County Metro Government Louisville Jefferson County Metro Government	1059 1059	111725A 138491A	Low Upper
Staffed Branch (1)	1 St. Matthews	3808 Lexington Rd	Louisville	KY	40207	40207-3026	Louisville Jefferson County Metro Government	1059	111722A	Middle
Staffed Branch (1)	1 Shively	4021 Dixie Hwy	Louisville	KY	40216	40216-3807	Louisville Jefferson County Metro Government	1059	111720A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Outer Loop KY Kroger 1 Dixie Hwy KY Kroger	4501 Outer Loop 4915 Dixie Hwy	Louisville Louisville	KY KY	40219 40216	40219-3856 40216-2501	Louisville Jefferson County Metro Government Louisville Jefferson County Metro Government	1059 1059	132166A 111713A	Middle Upper
Staffed Branch (1)	1 Brownsboro	4951 Brownsboro Rd	Louisville	KY	40222	40222-6424	Louisville Jefferson County Metro Government	1059	111709A	Low
Staffed Branch (1)	1 35th & Bank KY Kroger	520 N 35th St	Louisville	KY	40212	40212-2120	Louisville Jefferson County Metro Government	1059	134000A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Hurstbourne 1 Preston Meijer	9437 Viking Center Dr 9500 Preston Hwy	Louisville Louisville	KY KY	40222 40229	40222-4934 40229-1199	Louisville Jefferson County Metro Government Louisville Jefferson County Metro Government	1059	111716A 115542A	: Moderate Middle
Staffed Branch (1)	Valley Station Meijer	9905 Dixie Hwy	Louisville	KY	40272	40272-3943	Louisville Jefferson County Metro Government	1059	111755A	Low
Staffed Branch (1)	Madisonville Martin Mall	15 Chelsea Dr	Madisonville	KY	42431	42431-1633	Hopkins County	1057	210635A	Middle
Staffed Branch (1) Staffed Branch (1)	Madisonville East Center Street Martin	665 E Center St 12579 Main St	Madisonville Martin	KY KY	42431 41649	42431-2141 41649	Hopkins County Floyd County	1057 1039	210634A 095758A	Moderate Moderate
Staffed Branch (1)	1 Mayfield KY	406 S 7th St	Mayfield	KY	42066	42066-2602	Graves County	1045	116575A	Middle
Staffed Branch (1)	1 Maysville U.S. 68	1176 US Highway 68	Maysville	KY	41056	41056-9105	Mason County	1084	020073A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Maysville W. 2nd Street 1 Morehead Pinecrest	33 W 2nd St 120 Pine Crest Rd	Maysville Morehead	KY KY	41056 40351	41056-1165 40351-8835	Mason County Rowan County	1084	092053A 092055A	Middle Upper
Staffed Branch (1)	1 Morehead	122 E Main St	Morehead	KY	40351	40351-1618	Rowan County	1106	092054A	Moderate
Staffed Branch (1)	1 Mortons Gap	108 S Main St	Mortons Gap	KY	42440 40047	42440-2018 40047-5600	Hopkins County	1057	210642A	Middle Middle
Staffed Branch (1) Staffed Branch (1)	1 Mount Washington Kroger 1 Calloway County	234 Eastbrooke Pkwy 1111 Main St	Mount Washington Murray	KY KY	40047 42071	40047-5600 42071-1923	Bullitt County Calloway County	1018	147367A 116572A	Middle Middle
Staffed Branch (1)	1 Newport Kroger	130 Pavilion Pkwy	Newport	KY	41071	41071-2998	Campbell County	1022	147033A	Middle
Staffed Branch (1)	Owensboro Health Regional Hospital	1301 Pleasant Valley Rd	Owensboro	KY	42303	42303-9774	Daviess County	1033	112511A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Carter Road 1 New Hartford	1701 Carter Rd 2701 New Hartford Rd	Owensboro Owensboro	KY KY	42301 42303	42301-3406 42303-1318	Daviess County Daviess County	1033 1033	111730A 111731A	Middle Middle
Staffed Branch (1)	1 Southtown KY	4801 Frederica St	Owensboro	KY	42301	42301-7441	Daviess County Daviess County	1033	111733A	Upper
Staffed Branch (1)	1 700 Frederica St	700 Frederica St	Owensboro	KY	42301	42301-3028	Daviess County	1033	111732A	Low
Staffed Branch (1) Staffed Branch (1)	1 Broadway KY 1 Lone Oak	1666 Broadway St 2630 Lone Oak Rd	Paducah Paducah	KY KY	42001 42003	42001-2704 42003-8011	McCracken County McCracken County	1076	116579A 116577A	Middle Upper
Staffed Branch (1)	1 Kentucky Oaks Mall	3051 James Sanders Blvd	Paducan	KY KY	42003		McCracken County	1076	116582A	Upper
Staffed Branch (1)	1 Paducah Downtown KY	333 Broadway St	Paducah	КҮ	42001	42001-0606	McCracken County	1076	116042A	Low
Staffed Branch (1) Staffed Branch (1)	1 Reidland Road 1 Pikeville	5531 Reidland Rd 131 Main St	Paducah Pikeville	KY KY	42003 41501	42003-0956 41501-1147	McCracken County Pike County	1076	116578A 095748A	I Upper Middle
Staffed Branch (1)	1 South Mayo Trail	206 S Mayo Trl	Pikeville Pikeville	KY KY	41501	41501-1147	Pike County Pike County	1101	095736A	Middle
Staffed Branch (1)	1 North Mayo Trail	3663 N Mayo Trl	Pikeville	КҮ	41501	41501-3216	Pike County	1101	095739A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Prestonsburg 1 Richmond KY	415 N Lake Dr 200 E Main St	Prestonsburg Richmond	KY KY	41653 40475	41653-1223 40475-1628	Floyd County Madison County	1039 1079	083442A 111745A	Middle Middle
Staffed Branch (1)	1 Richmond Meijer	2013 Lantern Ridge Dr	Richmond	KY	40475	40475-6010	Madison County	1079	147947A	Upper
Staffed Branch (1)	1 Eastern KY University	521 Lancaster Ave	Richmond	KY	40475	40475-3102	Madison County	1079	209881A	Low
Staffed Branch (1)	1 Russellville	135 W 4th St	Russellville Scottsville	KY	42276	42276-1301	Logan County	1074	107486A	Middle Middle
Staffed Branch (1) Staffed Branch (1)	1 Scottsville 1 Shelbyville	201 E Main St 1622 Midland Trl	Scottsville Shelbyville	KY KY	42164 40065	42164-1415 40065-1639	Allen County Shelby County	1005	088725A 111727A	Middle Moderate
	1									0.010

BranchType (select one	Comp Code Remide Branch Name	AddressLine1	AddressLine2 AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Ironi list)	ypeCode PopularBranchName									
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Southside 1 Taylor Mill Remke	27989 US Highway 119 5018 Old Taylor Mill Rd	South Williamson Taylor Mill	KY KY	41503 41015	41503-3935 41015-2053	Pike County Kenton County	1101	095738A 081460A	Middle Middle
Staffed Branch (1) 1	1 Tompkinsville	701 N Main St	Tompkinsville	KY	42167	42167-1129	Monroe County	1089	085806A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Walton Kroger 1 Albert Lea	635 Chestnut Dr 331 S Broadway Ave	Walton Albert Lea	KY MN	41094 56007	41094-7841 56007-4502	Boone County Freeborn County	1011	143627A 077213A	Middle Moderate
Staffed Branch (1) 1	1 Alexandria MN	701 Broadway St	Alexandria	MN	56308	56308-1895	Douglas County	1345	077239A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Andover 1 Anoka	3445 Bunker Lake Blvd NW 129 W Main St	Andover Anoka	MN	55304 55303	55304-3635 55303-2112	Anoka County Anoka County	1326	073724A 032582A	Middle Middle
Staffed Branch (1)	1 Apple Valley	15025 Garrett Ave	Apple Valley	MN	55124	55124-6457	Dakota County	1343	078131A	Moderate
Staffed Branch (1)	1 Austin - Main MN	301 N Main St	Austin	MN	55912	55912-3498	Mower County	1374	077214A	Low
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Babbitt 1 Northtown MN	31 Central Blvd 231 County Road 10 NE	Babbitt Blaine	MN	55706 55434	55706-1129 55434-1020	St. Louis County Anoka County	1393 1326	210643A 077009A	Moderate Middle
Staffed Branch (1) 1	1 Blooming Prairie	236 E Main St	Blooming Prairie	MN	55917	55917-1423	Steele County	1398	092102A	Middle
Drive-in (2) : 2 Staffed Branch (1) 1	2 West Bloomington 1 Bloomington Lyndale	5149 W 98th St 8000 Lyndale Ave S	Bloomington Bloomington	MN	55437 55420	55437-2040 55420-1135	Hennepin County Hennepin County	1351 1351	078130A 021251A	Middle Moderate
Staffed Branch (1) 1	1 Bloomington MN Main	9633 Lyndale Ave S	Bloomington	MN	55420	55420-4279	Hennepin County	1351	078129A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Brainerd 1 Brooklyn Park	320 S 6th St 7600 W Broadway Ave	Brainerd Brooklyn Park	MN	56401 55428	56401-3538 55428-1292	Crow Wing County Hennepin County	1342	077240A 071265A	Moderate Moderate
Staffed Branch (1)	1 Burnsville Lunds & Byerlys	401 County Rd 42 E	Burnsville	MN	55306	55306-5706	Dakota County	1343	090952A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Burnsville South 1 Chanhassen	900 County Road 42 W 7830 Century Blvd	Burnsville	MN	55337 55317	55337-4428 55317-8005	Dakota County Carver County	1343 1334	077004A 019813A	Middle
Staffed Branch (1)	1 Chanhassen 1 Chanhassen Lunds & Byerlys	800 W 78th St	Chanhassen Chanhassen	MN	55317	55317-8005	Carver County Carver County	1334	090958A	Upper Middle
Staffed Branch (1) 1	1 Chisago City MN	11493 Lake Ln	Chisago City	MN	55013	55013-9592	Chisago County	1337	095562A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Centennial 1 Cloquet	1 Village Pkwy 715 Cloquet Ave	Circle Pines Cloquet	MN	55014 55720	55014-4402 55720-1629	Anoka County Carlton County	1326 1333	084820A 077498A	Middle Middle
Staffed Branch (1)	1 Columbia Heights	5250 Central Ave NE	Columbia Heights	MN	55421	55421-1827	Anoka County	1326	080646A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Cottage Grove MN 1 Duluth Downtown	7200 80th St S 130 West Superior St	Cottage Grove Duluth	MN	55016 55802	55016-3006 55802-2032	Washington County St. Louis County	1406	078964A 091007A	Middle Low
Staffed Branch (1) 1	1 Duluth - Kenwood	1337 W Arrowhead Rd	Duluth	MN	55811	55811-2270	St. Louis County	1393	021108A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Duluth - Miller Hill 1 Duluth - Lakeside	2400 Maple Grove Rd 4601 E Superior St	; Duluth Duluth	MN	55811 55804	55811-1845 55804-2338	St. Louis County St. Louis County	1393 1393	022993A 092420A	Middle Middle
Staffed Branch (1)	1 Duluth - Spirit Valley	5330 Grand Ave	Duluth	MN	55807	55807-2638	St. Louis County	1393	092417A	Middle
Staffed Branch (1) 1	1 Eagan Cliff Lake	1950 Cliff Lake Rd	Eagan	MN	55122	55122-2400	Dakota County	1343	081472A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Eagan Town Centre 1 Thomson Reuters	3629 Krestwood Ln 610 Opperman Dr	Eagan Eagan	MN	55123 55123	55123-1018 55123-1340	Dakota County Dakota County	1343	022513A 147602A	Middle Upper
Staffed Branch (1) 1	1 Eden Prairie	300 Prairie Center Dr	Eden Prairie	MN	55344	55344-5395	Hennepin County	1351	079568A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Edina - 50th Street 1 Southdale	4100 W 50th St 7001 France Ave S	Edina Edina	MN	55424 55435	55424-1200 55435-3707	Hennepin County Hennepin County	1351	077006A 077012A	Upper Moderate
Staffed Branch (1) 1	1 Elk River	19695 Holt St NW	Elk River	MN	55330	55330-4732	Sherburne County	1395	095563A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Excelsior 1 Fairmont	494 Water St 103 N Park St	Excelsior Fairmont	MN	55331 56031	55331-3089 56031-2823	Hennepin County Martin County	1351 1370	212898A 077242A	Upper Moderate
Staffed Branch (1)	1 Fergus Falls	501 W Lincoln Ave	Fergus Falls	MN	56537	56537-2009	Otter Tail County	1380	095572A	Moderate
Staffed Branch (1) 1	1 Forest Lake	320 W Broadway Ave	Forest Lake	MN	55025	55025-1504	Washington County	1406	091004A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Golden Valley Lunds & Byerlys 1 Grand Rapids	5725 Duluth St 1 NW 5th St	Golden Valley Grand Rapids	MN	55422 55744	55422-4011 55744-2602	Hennepin County Itasca County	1351	090953A 095573A	Middle Middle
Staffed Branch (1) 1	1 Hibbing	211 E Howard St	Hibbing	MN	55746	55746-5118	St. Louis County	1393	022082A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Hopkins 1 Hugo	16 9th Ave N 14431 Forest Blvd N	Hopkins Hugo	MN	55343 55038	55343-7617 55038-7418	Hennepin County Washington County	1351	077007A 084822A	Middle Middle
Staffed Branch (1) 1	1 Lakeville	20191 Iberia Ave	Lakeville	MN	55044	55044-7914	Dakota County	1343	118410A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Little Canada	7984 Lake Dr 2850 Rice St	Lino Lakes Little Canada	MN MN	55014 55113	55014-1151 55113-2215	Anoka County Ramsey County	1326 1386	084828A 071662A	Upper Moderate
Drive-in (2) 2	2 Little Falls Eastgate Coborn's	1101 2nd Ave NE	Little Falls	MN	56345	56345-2943	Morrison County	1373	080385A	Moderate
Staffed Branch (1) 1	1 Little Falls Drive-Up	119 2nd St NE	Little Falls	MN	56345	56345	Morrison County	1373	210644A	Moderate Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Mankato City Center 1 Mankato Raintree	115 E Hickory St 312 Raintree Rd	Mankato Mankato	MN	56002 56001	56002-3297 56001-4818	Blue Earth County Blue Earth County	1331	091008A 022677A	Middle
Staffed Branch (1) 1	1 Maple Grove	13501 80th Cir N	Maple Grove	MN	55369	55369	Hennepin County	1351	095574A	Upper
Staffed Branch (1) 1 Drive-in (2) 2	1 Maplewood 2 Marshall	1760 Beam Ave 207 W Main St	Maplewood Marshall	MN	55109 56258	55109-1168 56258-1373	Ramsey County Lyon County	1386	118411A 143410A	Middle Upper
Staffed Branch (1) 1	1 West Broadway	1030 W Broadway Ave	Minneapolis	MN	55411	55411-2504	Hennepin County	1351	001949A	Low
Staffed Branch (1) 1 Staffed Branch (1) 1	U.S. Bank Plaza University of Minnesota-West Bank Skyway	200 S 6th St 219 19th Ave S Ste 140	Minneapolis Minneapolis	MN	55402 55455	55402-1403 55455-4410	Hennepin County Hennepin County	1351 1351	120922A 149323A	Low Upper
Staffed Branch (1) 1	1 Northeast	2338 Central Ave NE	Minneapolis	MN	55418	55418-3710	Hennepin County	1351	210645A	Low
Staffed Branch (1) 1	1 Uptown MN	2420 Hennepin Ave	Minneapolis Minneapolis	MN	55405 EE404	55405-2604 55406-1930	Hennepin County	1351	087179A 077008A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Lake Street MpIs 1 St. Anthony Falls	2800 E Lake St 30 4th St NE	Minneapolis Minneapolis	MN	55406 55413	55406-1930 55413-2780	Hennepin County Hennepin County	1351 1351	07/008A 001948A	Moderate Upper
Staffed Branch (1) 1	1 Centre Village Drive-Up	425 S 7th St	Minneapolis	MN	55415	55415-1856	Hennepin County	1351	018091A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Nokomis 1 University MN	4930 34th Ave S 718 Washington Ave SE	Minneapolis Minneapolis	MN	55417 55414	55417-1504 55414-2917	Hennepin County Hennepin County	1351 1351	084831A 080442A	Middle
Staffed Branch (1) 1	1 IDS Center MpIs	80 S 8th St	Minneapolis	MN	55402	55402-2100	Hennepin County	1351	096495A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	1 U.S. Bancorp Center Mpls 1 South Minneapolis	800 Nicollet Mall 919 E Lake St	Minneapolis Minneapolis	MN	55402 55407	55402-7000 55407-1615	Hennepin County Hennepin County	1351	122024A 080443A	Middle Moderate
Drive-in (2) 2	2 Minnetonka - Highway 7/101	17800 Highway 7	Minnetonka	MN	55345	55345-4122	Hennepin County	1351	022080A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Ridgedale Minnetonka 1 Monticello	1817 Plymouth Rd 307 Pine St	Minnetonka Monticello	MN	55305 55362	55305-1967 55362-8568	Hennepin County Wright County	1351	096463A 095570A	Upper Middle
Staffed Branch (1) 1	1 Moorhead	403 Center Ave	Moorhead	MN	56560	56560-1975	Clay County	1338	090966A	Moderate
Staffed Branch (1) 1	1 Mound	2141 Commerce Blvd 8200 Coral Sea St NF	Mound	MN	55364	55364-1570	Hennepin County	1351	212864A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Medtronic MN 1 New Prague	8200 Coral Sea St NE 111 Central Ave N	Mounds View New Prague	MN	55112 56071	55112-4391 56071-1533	Ramsey County Scott County	1386 1394	139448A 095567A	Middle Middle
Staffed Branch (1) 1	1 Oakdale MN	7620 10th St N	Oakdale	MN	55128	55128-5338	Washington County	1406	080776A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Owatonna 1 Pine City MN	132 W Broadway St 625 Hillside Ave SW	Owatonna Pine City	MN	55060 55063	55060-2302 55063-2049	Steele County Pine County	1398 1382	077215A 095564A	Middle Middle
Staffed Branch (1) 1	1 Pine River	212 Front Street	Pine River	MN	56474	56474-4490	Cass County	1335	095560A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Plymouth 1 Four Seasons	3305 Plymouth Blvd 4105 Lancaster Ln N	Plymouth Plymouth	MN	55447 55441	55447-1445 55441-1706	Hennepin County Hennepin County	1351 1351	077010A 070455A	Moderate Middle
Staffed Branch (1) 1	1 Princeton MN	210 S Rum River Dr	Princeton	MN	55371	55371-1818	Mille Lacs County	1372	095565A	Middle
Staffed Branch (1) 1	1 Prior Lake	15830 Franklin Trl SE	Prior Lake	MN	55372	55372-2012	Scott County	1394	095568A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Meridian Crossings MN 1 Best Buy	1 Meridian Xing 7601 Penn Ave S	Richfield Richfield	MN	55423 55423	55423-3937 55423-3645	Hennepin County Hennepin County	1351 1351	149029A 124343A	Moderate Middle
Staffed Branch (1) 1	1 Robbinsdale	4000 W Broadway Ave	Robbinsdale	MN	55422	55422-2212	Hennepin County	1351	077011A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	1 Rochester-Center Place 1 Rochester West Circle Dr MN	155 1st Ave SW 2665 Commerce Dr NW	Rochester Rochester	MN	55902 55901	55902-3147 55901-2263	Olmsted County Olmsted County	1379 1379	091009A 133756A	Middle Moderate
Staffed Branch (1)	1 Rochester - East Circle Drive	3376 Northern Valley PI NE	Rochester	MN	55906	55906-3954	Olmsted County	1379	021069A	Upper
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BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Rochester - 4th Street	402 1st Ave SW		Rochester	MN	55902	55902-4352	Olmsted County	1379	015549A	Middle
taffed Branch (1)	1 1	Roseville Center	1101 Larpenteur Ave W	Ţ	Roseville	MN	55113	55113-6335	Ramsey County	1386	213105A	Middle
taffed Branch (1) taffed Branch (1)	1 1	Roseville Lunds & Byerlys Roseville MN	1601 County Road C W 2690 Snelling Ave N		Roseville Roseville	MN	55113 55113	55113-1302 55113-1700	Ramsey County	1386 1386	090963A 096496A	Middle Middle
Staffed Branch (1)	1	Sartell	1712 Pine Cone Rd S	· · · · · · · · · · · · · · · · · · ·	Sartell	MN	56377	56377-5817	Ramsey County Ramsey County	1386	019667A	Moderate
Staffed Branch (1)	1	Sauk Rapids	122 2nd Ave S	į .	Sauk Rapids	MN	56379	56379-1410	Stearns County	1397	095571A	Upper
Staffed Branch (1)	1	Shakopee MN	8325 Crossings Blvd		Shakopee	MN	55379	55379-8128	Stearns County	1397	154755A	Moderate
Staffed Branch (1) Staffed Branch (1)	: 1	Shoreview Silver Lake	1001 Highway 96 W 3928 Silver Lake Rd NE		Shoreview St. Anthony	MN MN	55126 55421	55126-1914 55421-4351	Hennepin County Ramsey County	1351 1386	210646A 083509A	I Upper Moderate
Staffed Branch (1)	: 1	St. Cloud - Downtown	1015 W Saint Germain St	į	St. Cloud	MN	56301	56301-3459	Ramsey County	1386	114683A	Moderate
Staffed Branch (1)	1	St. Cloud Midtown	27 33rd Ave N	·	St. Cloud	MN	56303	56303-4145	Ramsey County	1386	028068A	Middle
Staffed Branch (1)	11	Saint Louis Park Lunds & Byerlys	3777 Park Center Blvd		St. Louis Park	MN MN	55416 55101	55416-2515	Ramsey County	1386 1386	027043A 077013A	Moderate
Staffed Branch (1) Staffed Branch (1)	1	U.S. Bank St. Paul Center	1000 Payne Ave	· · · · · · · · · · · · · · · · · · ·	St. Paul St. Paul	MN	55101	55101-3986 55101-1898	Ramsey County Ramsey County	1386	077013A 113197A	Middle Moderate
Staffed Branch (1)	1	Grand	1071 Grand Ave	1	St. Paul	MN	55105	55105-3002	Ramsey County	1386	077014A	Upper
Staffed Branch (1)	1	Battle Creek	1959 Burns Ave		St. Paul	MN	55119	55119-4957	Stearns County	1397	020986A	Middle
Mobile Branch - Other (7)	7	3M	2501 Hudson Rd		St. Paul	MN	55144	55144-0002	Benton County	1329	153924A	Middle
Staffed Branch (1)	1	West Side Flats	60 Livingston Ave	i i	St. Paul	MN	55107	55107-2292	Scott County	1394	155760A	Middle
Staffed Branch (1)	1	Highland Park	711 Cleveland Ave S		St. Paul	MN	55116	55116-1320	Ramsey County	1386	071439A	Upper
Staffed Branch (1) Staffed Branch (1)	1	Stillwater Oak Ridge	213 Chestnut St E 6001 Stillwater Blvd N		Stillwater Stillwater	MN	55082 55082	55082-5117 55082-5453	Washington County Washington County	1406 1406	084826A 027047A	Middle Middle
Staffed Branch (1)	1	Virginia	230 1st St S	7	Virginia	MN	55792	55792-2670	St. Louis County	1393	027047A 091006A	Moderate
Staffed Branch (1)	1	Wayzata	1212 Wayzata Blvd E	•	Wayzata	MN	55391	55391-1917	Hennepin County	1351	091003A	Upper
Staffed Branch (1)	1	West St. Paul	1493 Robert St S	}	West St. Paul	MN	55118	55118-3404	Ramsey County	1386	097351A	Middle
Staffed Branch (1)	1 1	Lakewood MN	2650 County Road E E	2	White Bear Lake	MN MN	55110 55110	55110-4909 55110-3220	Ramsey County	1386 1358	071441A 077016A	Upper
Staffed Branch (1) Staffed Branch (1)	1	White Bear Lake Willmar	4700 Clark Ave 318 2nd St SW	<u>`</u>	White Bear Lake Willmar	MN	56201	56201-3312	Kandiyohi County Washington County	1406	077241A	Middle Upper
Staffed Branch (1)	1	Woodbury	8575 Valley Creek Rd	1	Woodbury	MN	55125	55125-2342	Washington County	1406	210647A	Middle
Staffed Branch (1)	1	Heege	8301 Gravois Rd	*	Affton	MO	63123	63123-4726	St. Louis County	1507	072865A	Upper
Staffed Branch (1)	1 1	Arnold Church Road	1543 Jeffco Blvd		Arnold	MO	63010	63010-2143	St. Louis County	1507	103093A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Twin Oaks Schnucks Ballwin	1393 Big Bend Rd 15215 Manchester Rd		Ballwin Ballwin	MO MO	63021 63011	63021-7601 63011-4603	Jackson County Jackson County	1459 1459	138018A 081210A	Middle Moderate
Staffed Branch (1)	1	Bissell Hills	10067 Bellefontaine Rd	· · · · · · · · · · · · · · · · · · ·	Bellefontaine Neighbors	MO	63137	63137-1921	Polk County	1495	110230A	Middle
Staffed Branch (1)	1	Blue Springs North	1500 NW State Route 7	į	Blue Springs	MO	64014	64014-2287	Pike County	1493	116419A	Middle
Staffed Branch (1)	. 1	Blue Springs Main	701 W Main St		Blue Springs	MO	64015	64015-3705	Taney County	1517	116418A	Middle
Staffed Branch (1) Staffed Branch (1)	1	Bolivar Bowling Green	809 S Springfield Ave 317 W Main St	i	Bolivar Bowling Green	MO MO	65613 63334	65613-2457 63334-1569	Stone County St. Louis County	1515 1507	114169A 110484A	I Upper Middle
Staffed Branch (1)	1	Branson 76	520 W Main St	7	Branson	MO	65616	65616-2727	Camden County	1426	114161A	Middle
Staffed Branch (1)	1	Branson West	17946 Business 13	<u> </u>	Branson West	MO	65737	65737-9663	Cape Girardeau County	1427	114166A	Middle
Staffed Branch (1)	1	State	12375 Saint Charles Rock Rd	-	Bridgeton	MO	63044	63044-2505	Cape Girardeau County	1427	106937A	Middle
Staffed Branch (1)	1	Camdenton	1076 E US Highway 54	.	Camdenton	MO	65020	65020-6835	Cape Girardeau County	1427	114221A	Middle
Staffed Branch (1) Staffed Branch (1)	1	Cape William Street Cape North Kingshighway	3060 William St 325 N Kingshighway	<u> </u>	Cape Girardeau Cape Girardeau	MO MO	63703	63703-6389 63701-4331	Jasper County St. Louis County	1460 1507	114127A 114125A	Middle Upper
Staffed Branch (1)	1 1	Southeast Missouri State University	388 N Henderson St	Ī	Cape Girardeau	MO	63701	63701-5442	St. Louis County	1507	155153A	Upper
Staffed Branch (1)	1	Carthage Grand	2208 Grand Ave		Carthage	MO	64836	64836-3524	St. Louis County	1507	114203A	Upper
Staffed Branch (1)	1	Chesterfield Hilltown	101 Hilltown Village Ctr	<u> </u>	Chesterfield	MO	63017	63017-1731	St. Louis County	1507	116357A	Upper
Staffed Branch (1) Staffed Branch (1)	: 1	Woods Mill Clarkson Square	1050 S Woods Mill Rd 1795 Clarkson Rd		Chesterfield Chesterfield	MO MO	63017 63017	63017-8333 63017-4967	Henry County Boone County	1453 1421	107939A 106935A	Middle Upper
Staffed Branch (1)	1	Clayton	10 N Hanley Road		Clayton	MO	63105	63105-3426	Boone County	1421	106929A	Low
Staffed Branch (1)	; 1	Clinton	115 E Franklin St	1	Clinton	MO	64735	64735-2151	Boone County	1421	114229A	Low
Staffed Branch (1)	1	Columbia Forum Boulevard	1408 Forum Blvd		Columbia	MO	65203	65203-1963	St. Louis County	1507	114208A	Upper
Staffed Branch (1)	1	Columbia Business Loop	507 Business Loop 70 W 911 E Rollins Street		Columbia	MO MO	65203 65201	65203-2549 65201-5124	St. Louis County	1507 1461	114210A 149022A	I Upper
Staffed Branch (1) Staffed Branch (1)	. 1	University of Missouri Columbia Crestwood	9819 Watson Rd		Crestwood	MO	63126	63126-1824	Jefferson County St. Louis County	1507	085358A	Moderate Upper
Staffed Branch (1)	1	Creve Coeur	11655 Olive Blvd	· · · · · · · · · · · · · · · · · · ·	Creve Coeur	MO	63141	63141-7001	Stoddard County	1514	094499A	Middle
Staffed Branch (1)	1	Bellerive MO	12688 Olive Blvd	1	Creve Coeur	MO	63141	63141-6314	Miller County	1477	089862A	Middle
Staffed Branch (1)	11	Crystal City	550 Bailey Rd		Crystal City	MO	63019	63019-1737	St. Louis County	1507	103095A	Middle
Staffed Branch (1) Staffed Branch (1)	1	Des Peres Dexter	12223 Manchester Rd 1603 W Business US Hwy 60	j j	Des Peres Dexter	MO MO	63131 : 63841	63131-4314 63841-2838	St. Louis County St. François County	1507 1506	106933A 114139A	Upper Middle
Staffed Branch (1)	1	Eldon	1003 W Business 03 HWy 00	1	Eldon	MO	65026	65026-1571	St. Louis County	1507	114217A	Upper
Staffed Branch (1)	1	Ellisville	15839 Manchester Rd	<u> </u>	Ellisville	MO	63011	63011-2224	St. Louis County	1507	106934A	Upper
Staffed Branch (1)	1	Eureka	10 Hilltop Village Center Dr		Eureka	MO	63025	63025-1105	St. Louis County	1507	110220A	Moderate
Staffed Branch (1) Drive-in (2)	1 2	Farmington North Washington Maritz	2 N Washington St 1355 N Highway Dr	-	Farmington Fenton	MO MO	63640	63640-3165 63099-1929	St. Louis County St. Louis County	1507 1507	114130A 118910A	Moderate Middle
Staffed Branch (1)	1	Fenton	700 Gravois Rd		Fenton	MO	63026	63026-4007	Marion County	1475	106932A	Upper
Staffed Branch (1)	1 1	Ferguson	201 N Florissant Rd	1	Ferguson	MO	63135	63135-1949	Hickory County	1454	110221A	Middle
Staffed Branch (1)	1	Florissant	1000 N Lindbergh Blvd	,	Florissant	MO	63031	63031-4753	Lafayette County	1465	072869A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 1	Waterford Hannibal	2100 N Hwy 67 4701 McMasters Ave	<u> </u>	Florissant Hannibal	MO MO	63033 63401	63033-2030 63401-2245	Jefferson County Jackson County	1461 1459	110222A 114191A	Middle Moderate
Staffed Branch (1)	1 1	Hermitage MO	214 South Spring Street	1	Hermitage	MO	65668	65668	Jackson County	1459	114172A	Middle
Staffed Branch (1)	1	Higginsville	1901 Main St		Higginsville	MO	64037	64037-1526	Jackson County	1459	114193A	Moderate
Staffed Branch (1)	1	High Ridge	2750 High Ridge Blvd	1	High Ridge	MO	63049	63049-2232	Cape Girardeau County	1427	103113A	Middle
Staffed Branch (1)	1	24 Highway	110 E US Hwy 24		Independence	MO	64050	64050-2835	Cole County	1437 1507	116422A	Low
Staffed Branch (1) Staffed Branch (1)	: 1	Independence Center Noland Road	18781 E 39th St S 3640 S Noland Rd		Independence Independence	MO MO	64057 64055	64057-1790 64055-3391	St. Louis County Jasper County	1507 1460	116423A 116421A	Low Middle
Staffed Branch (1)	1 1	Jackson	3010 E Jackson Blvd	i	Jackson	MO	63755	63755-2955	Newton County	1484	116368A	Middle
Staffed Branch (1)	1	Jefferson City MO	101 W McCarty St	•	Jefferson City	MO	65101	65101-1562	Jasper County	1460	114235A	Moderate
Staffed Branch (1)	1	Jennings - Westfall	8031 W Florissant Ave	i	Jennings	MO	63136	63136-1400	Jackson County	1459	106930A	Low
Staffed Branch (1) Staffed Branch (1)	1 1	Northpark Southtown MO	105 N Range Line Rd 300 E 32nd St	1	Joplin Joplin	MO MO	64801 64804	64801-1601 64804-3803	Jackson County Jackson County	1459	114199A 114194A	Moderate Middle
Staffed Branch (1)	1	Joplin	402 S Main St		Joplin	MO	64801	64801-2349	Jackson County	1459	114025A	Low
Staffed Branch (1)	1 1	Armour	1 W Armour Blvd	1	Kansas City	MO	64111	64111-2067	Clay County	1435	116432A	Moderate
Staffed Branch (1)	1	Cerner	10234 Marion Park Dr		Kansas City	MO	64137	64137-1405	Jackson County	1459	167876A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Red Bridge Tower MO	11204 Holmes Rd 120 W 12th St		Kansas City Kansas City	MO MO	64131 64105	64131-3626 64105-1918	Jackson County Jackson County	1459 1459	116427A 116424A	Moderate
	1 1	Clay County	120 W 12th St 200 NE Vivion Rd	1	Kansas City Kansas City	MO	64105 64118	64105-1918 64118-4507	Jackson County Clay County	1459 1435	116424A 116416A	Upper Middle
Staffed Branch (1)	<u> </u>	Waldo	221 W Gregory Blvd		Kansas City	MO	64114	64114-1109	Platte County	1494	116431A	Upper
Staffed Branch (1) Staffed Branch (1)	1											
Staffed Branch (1) Staffed Branch (1)	1 1	Truman Medical Center	2301 Holmes St		Kansas City	MO	64108	64108-2640	Jackson County	1459	141545A	Upper
Staffed Branch (1)	1 1		2301 Holmes St 4901 Main St 6098 NE Antioch Rd		Kansas City Kansas City Kansas City	MO MO MO	64108 64112 64119	64108-2640 64112-2646 64119-1826	Jackson County Platte County Clay County	1459 1494 1435	141545A 116430A 116414A	

BranchType (select one	Tarabata Barata Barata Nara	Address Stand	Address Control Address 600	Address 00000 Address 710	Add 7104	Provide Control (Color)	AddressOccordalD	December 1975 and an Alexander	to a constitution
ironi list)	hTypeCode PopularBranchName	AddressLine1	AddressLine2 AddressCity	AddressState AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1) Staffed Branch (1)	1 Landing 1 Picture Hills	6300 Troost Ave 6405 N Cosby Ave	Kansas City Kansas City	MO 64131 MO 64151	64131-1226 64151-2378	Jackson County Clay County	1459 1435	116433A 116440A	Moderate Upper
Staffed Branch (1)	1 Ward Parkway	8500 Ward Pkwy	Kansas City Kansas City	MO 64114	64114-2705	Adair County	1412	116426A	Moderate
Staffed Branch (1)	1 Blue Ridge	8701 Blue Ridge Blvd	Kansas City	MO 64138	64138-4022	Adair County	1412	116429A	Middle
Staffed Branch (1)	North Ash Avenue Price Chopper	9717 N Ash Ave	Kansas City	MO 64157	64157-9678	St. Louis County	1507	149576A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Kirksville 1 Kirksville North	202 E McPherson St 2202 N Baltimore St	Kirksville Kirksville	MO 63501 MO 63501	63501-3555	St. Charles County St. Charles County	1503 1503	114192A 117731A	Upper Upper
Staffed Branch (1)	1 Kirkwood Road	470 N Kirkwood Rd	Kirkwood	MO 63122	63122-3912	St. Francois County	1506	094497A	Middle
Staffed Branch (1)	1 Lake St Louis	1 Lake Saint Louis Blvd	Lake St. Louis	MO 63367	63367-1329	Laclede County	1464	087563A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Lake St Louis Schnucks 1 Leadington	101 Civic Center Dr 214 Woodlawn Dr	Lake St. Louis	MO 63367 MO 63601	63367-3027 63601-4437	Jackson County	1459 1435	133256A 114131A	Middle Middle
Staffed Branch (1)	1 Lebanon MO	201 N Jefferson Ave	Leadington Lebanon	MO 65536	65536-3049	Clay County Macon County	1472	114131A 114146A	Upper
Staffed Branch (1)	1 Douglas Square	1599 NE Douglas St	Lee's Summit	MO 64086	64086-4611	Webster County	1523	117730A	Middle
Staffed Branch (1)	1 Liberty MO	1909 W Kansas St	Liberty	MO 64068	64068-2060	Nodaway County	1485	147513A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Macon 1 Marshfield MO	1608 N Rutherford St 759 W Jackson St	Macon Marshfield	MO 63552 MO 65706	63552-2155 65706-2218	Scotland County Audrain County	1510 1415	114185A 114149A	Middle Middle
Staffed Branch (1)	1 Maryville	120 S Main St	Maryville	MO 64468	64468-2437	Barry County	1416	114181A	Middle
Staffed Branch (1)	1 Memphis	231 S Market St	Memphis	MO 63555	63555-1431	Butler County	1423	114020A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Mexico 1 Highway 60	100 N Western St 832 E US Highway 60	Mexico Monett	MO 65265 MO 65708	65265-1906 65708-9310	Newton County Vernon County	1484 1519	116366A 114152A	Middle Moderate
Staffed Branch (1)	1 Neelyville	17896 Highway 67 S	Neelyville	MO 63954	63954-8191	St. Louis County	1507	114137A	Moderate
Staffed Branch (1)	1 Neosho	1094 S Neosho Blvd	Neosho	MO 64850	64850-2007	St. Charles County	1503	116925A	Upper
Staffed Branch (1)	1 Nevada	200 E Cherry St	Nevada	MO 64772	64772-3320	St. Charles County	1503	114205A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Normandy 1 O'Fallon Square	3855 Lucas & Hunt Rd	Normandy O'Fallon	MO 63121 MO 63366	63121-2919	Camden County St. Louis County	1426 1507	110225A 106940A	Middle Moderate
Staffed Branch (1)	1 Dardenne Crossing Schnucks	3029 Highway K	O'Fallon	MO 63368	63368-8696	Perry County	1490	134169A	Middle
Staffed Branch (1)	1 Osage Beach	4056 Hwy 54/Route 3	Osage Beach	MO 65065	65065	Clinton County	1436	114223A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Overland 1 Perryville MO	8890 Lackland Rd 100 E Saint Maries St	Overland Perryville	MO 63114 MO 63775	63114-5707	Butler County Washington County	1423 1521	110227A 114133A	Middle Moderate
Staffed Branch (1)	1 Plattsburg	104 S Main St	Plattsburg	MO 64477	64477-1440	; wasnington county Cass County	1430	114133A 114180A	Upper
Staffed Branch (1)	1 Poplar Bluff Northtown	2024 N Westwood Blvd	Poplar Bluff	MO 63901	63901-7176	Jackson County	1459	114136A	Middle
Staffed Branch (1)	1 Potosi	707 E High St	Potosi	MO 63664	63664-1407	Greene County	1450	114132A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Raymore Price Chopper 1 Gregory	900 W Foxwood Dr 9063 E Gregory Blvd	Raymore Raytown	MO 64083 MO 64133	64083-7201 64133-6405	Ray County St. Louis County	1500 1507	149402A 116436A	Middle Middle
Staffed Branch (1)	1 Republic	1261 US Highway 60 E	Republic	MO 65738	65738-1248	Phelps County	1492	114174A	Moderate
Staffed Branch (1)	1 Richmond MO	100 E North Main St	Richmond	MO 64085	64085-1714	St. Charles County	1503	114024A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Richmond Heights 1 Rolla 6th & Park	1400 S Big Bend Blvd 500 West 6th Street	Richmond Heights Rolla	MO 63117 MO 65401	63117-2204 65401	St. Charles County St. Charles County	1503 1503	094498A 114224A	Middle Middle
Staffed Branch (1)	1 Salem Pershing	600 E Scenic Rivers Blvd	Salem	MO 65560	65560-1858	Franklin County	1447	114239A	Moderate
Staffed Branch (1)	1 Salisbury	218 S Broadway	Salisbury	MO 65281	65281-1036	Buchanan County	1422	114187A	Middle
Staffed Branch (1)	1 Sunset Hills	11685 Gravois Rd	Sappington	MO 63126 MO 63128	63126-3013 63128-3407	Buchanan County	1422 1422	072462A 072871A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Tesson Ferry 1 Sedalia State Fair	13001 Tesson Ferry Rd	Sappington Sedalia	MO 65301	65301-2507	Buchanan County Buchanan County	1422	072871A 114232A	Moderate Middle
Staffed Branch (1)	1 Sedalia Main	3615 W Broadway Blvd	Sedalia	MO 65301	65301-2479	St. Louis County	1507	114231A	Middle
Staffed Branch (1)	1 Shelbina	300 S Center St	Shelbina	MO 63468	63468-1402	St. Louis County	1507	114188A	Low
Staffed Branch (1) Staffed Branch (1)	1 Sikeston North Main 1 Spanish Lake	625 N Main St 11100 Larimore Dr	Sikeston Spanish Lake	MO 63801 MO 63138	63801-2107 63138-2041	St. Louis County St. Louis County	1507 1507	114134A 072868A	Upper Moderate
Branch - Other (12)	12 Glenstone	1615 S Glenstone Ave	Springfield	MO 65804	65804-1505	St. Louis County	1507	085489A	Middle
Staffed Branch (1)	1 Kearney MO	2062 E Kearney St	Springfield	MO 65803	65803-4610	St. Louis County	1507	114157A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Fox Grape Plaza 1 Campbell	3230 E Battlefield St 3810 S Campbell Ave	Springfield Springfield	MO 65804 MO 65807	65804-4051 : 65807-5340	St. Louis County St. Louis County	1507 1507	114159A 114158A	Low Middle
Staffed Branch (1)	1 St Louis Street	417 Saint Louis St	Springfield	MO 65806	65806-2311	St. Louis County	1507	114022A	Upper
Staffed Branch (1)	1 Harvester	1 Harvester Sq	St. Charles	MO 63303	63303-6357	St. Louis County	1507	106938A	Moderate
Staffed Branch (1)	1 Kisker Road	1525 Kisker Rd	St. Charles	MO 63304	63304-0608	St. Louis County	1507	079597A	Middle
Staffed Branch (1) Staffed Branch (1)	1 West Clay 1 Saint Clair	2608 W Clay St 900 N Main St	St. Charles St. Clair	MO 63301 MO 63077	63301-2526 63077-1001	St. Louis County St. Louis County	1507 1507	077460A 114216A	Low
Staffed Branch (1)	1 Belt & Pickett	2701 S Belt Hwy	St. Joseph	MO 64503	64503-1555	St. Louis County	1507	116412A	Low
Staffed Branch (1)	1 Ashland & Lovers Lane	3115 Ashland Ave	St. Joseph	MO 64506	64506-2060	St. Louis County	1507	116411A	Middle
Staffed Branch (1)	1 Robidoux	415 Francis St	St. Joseph	MO 64501	64501-1715	St. Louis County	1507 1507	116409A	Middle
Staffed Branch (1) Staffed Branch (1)	1 800 North Belt 1 Lambert - St Louis Airport	800 N Belt Hwy 10701 Lambert Boulevard	St. Joseph St. Louis	MO 64506 MO 63145	64506-3012 63145	St. Louis County St. Louis County	1507	116410A 116355A	Upper Upper
Staffed Branch (1)	1 South County	110 S County Center Way	St. Louis	MO 63129	63129-1009	St. Louis County	1507	106931A	Upper
Staffed Branch (1)	1 Maryland Heights	11532 Page Service Dr	St. Louis	MO 63146 MO 63103	63146-3531	St. Louis County	1507 1507	167278A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Saint Louis University 1 Union Road	20 N Grand Blvd 2041 Union Rd	St. Louis St. Louis	MO 63103 MO 63125	63103-2005 63125-3054	St. Louis County St. Louis County	1507	125227A 072461A	Upper Middle
Staffed Branch (1)	1 Barnes Jewish Christian Hospital	216 S Kingshighway Blvd	St. Louis	MO 63110	63110-1026	St. Charles County	1503	123973A	Middle
Staffed Branch (1)	1 Netherton	2885 Netherton Dr	St. Louis	MO 63136	63136-4674	St. Charles County	1503	072867A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Tucker Boulevard 1 South City Schnucks	301 N Tucker Blvd 3430 S Grand Blvd	St. Louis St. Louis	MO 63101 MO 63118	63101-1948 63118-1004	St. Genevieve County Dent County	1505 1444	008917A 133263A	Middle I Moderate
Staffed Branch (1)	1 North Kingshighway	3515 N Kingshighway Blvd	St. Louis	MO 63115	63115-1639	Chariton County	1432	088754A	Upper
Staffed Branch (1)	1 Gravois Plaza	3881 Gravois Ave	St. Louis	MO 63116	63116-4657	St. Louis County	1507	018983A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Lindell Boulevard 1 Southwest Avenue	4301 Lindell Blvd 5375 Southwest Ave	St. Louis St. Louis	MO 63108 MO 63139	63108-2701	Pettis County Pettis County	1491	072872A 083186A	Upper Upper
Staffed Branch (1)	1 Saint Louis Hills	5418 Hampton Ave	St. Louis	MO 63109	63109-3105	Shelby County	1513	072874A	Middle
Staffed Branch (1)	1 Oakville	5433 Telegraph Rd	St. Louis	MO 63129	63129-3555	Scott County	1511	073804A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Mercy Hospital	615 S New Ballas Rd	St. Louis	MO 63141 MO 63124	63141-8221	Greene County	1450	147601A 106928A	Upper
Staffed Branch (1) Staffed Branch (1)	1 Ladue 1 Mid Rivers Mall	8820 Ladue Rd 1 Mid Rivers Mall Dr	St. Louis St. Peters	MO 63124 MO 63376	63124-2079	Greene County Greene County	1450 1450	106928A 106939A	Moderate Upper
Staffed Branch (1)	1 Saint Peters	4155 Mexico Rd	St. Peters	MO 63376	63376-6410	Greene County	1450	077262A	Middle
Staffed Branch (1)	1 Sainte Genevieve	400 Market St	Ste. Genevieve	MO 63670	63670-1520	Greene County	1450	114138A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Trenton 1 Troy MO	1801 E 9th St 100 N Lincoln Dr	Trenton Troy	MO 64683 MO 63379	64683-2643 63379-1362	Grundy County Lincoln County	1451 1468	117737A 110473A	Middle Middle
Staffed Branch (1)	1 Union	201 S Oak St	Troy Union	MO 63379	63379-1362	Franklin County	1468	110473A 114215A	Moderate
Staffed Branch (1)	1 University of Central Missouri	511 S Holden St	Warrensburg	MO 64093	64093-2305	Johnson County	1462	140309A	Upper
Staffed Branch (1)	1 Warrensburg Maguire	615 N Maguire St	Warrensburg	MO 64093 MO 63383	64093-1419 63383-1019	Johnson County	1462 1520	114228A	Middle Middle
Staffed Branch (1) Staffed Branch (1)	1 Warrenton 1 Washington 2nd & Oak	502 E Veterans Memorial Pkwy 114 Oak St	Warrenton Washington	MO 63383 MO 63090	63383-1019 63090-2317	Warren County Franklin County	1520 1447	114213A 114026A	Middle Middle
Staffed Branch (1)	1 Washington Hwys 47 & 100	1900 Washington Xing	Washington	MO 63090	63090-5282	Franklin County	1447	114214A	Upper
Staffed Branch (1)	1 Madison Street	1723 S Madison St	Webb City	MO 64870	64870-2933	Jasper County	1460	114201A	Middle
Staffed Branch (1) Staffed Branch (1)	1 Webster Groves 1 Wentzville Crossing Schnucks	110 W Lockwood Ave 1960 Wentzville Pkwy	Webster Groves Wentzville	MO 63119 MO 63385	63119-2916 63385-3453	St. Louis County St. Charles County	1507 1503	110232A 134163A	Upper Middle
Staffed Branch (1)	Wentzville Crossing Schnucks Willow Springs	207 E 3rd St	Willow Springs	MO 65793	65793-1426	St. Charles County Howell County	1503	134163A 114176A	Middle
	1 7								

BranchType (select one BranchTyre	O. I. Barrie Branch Name	Address Cond	Address Const.	AddressOut	A data = -710	Address 7/D4	Brench Countries Land	Address Occupated D	Para al Cardiffication Number	In a series Book and the
from list)	peCode PopularBranchName	AddressLine1	AddressLine2 AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1) : 1 Staffed Branch (1) 1	West Billings Billings	1645 Grand Ave 303 N 28th St	Billings Billings	MT MT	59102 59101	59102-3028 59101-1255	Yellowstone County Yellowstone County	1664 1664	081374A 120921A	Middle Middle
Staffed Branch (1) 1	Billings 24th St	6 24th St W	Billings	MT	59102	59102-4643	Yellowstone County	1664	138035A	Middle
Staffed Branch (1) 1	Billings Southwest	920 S 29th St W	Billings	MT	59102	59102-7431	Yellowstone County	1664	138431A	Middle
Staffed Branch (1) 1	Bozeman 1945 Ave	104 E Main St 1460 N 19th Ave	Bozeman	MT MT	59715 59718	59715-4760	Gallatin County	1624 1624	081365A 138029A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	Bozeman 19th Ave Butte	10 S Main St	Bozeman Butte	MT	59701	59718-3647 59701-1710	Gallatin County Butte-Silver Bow County	1655	081366A	Moderate Moderate
Staffed Branch (1) 1		10 East Adams Ave	Chester	MT	59522	59522	Liberty County	1634	138031A	Middle
Staffed Branch (1) 1	Fort Benton	1304 Front St	Fort Benton	MT	59442	59442	Chouteau County	1616 1619	138123A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Glendive Great Falls 10th Ave	123 W Bell St 1700 10th Ave S	Glendive Great Falls	MT	59330 59405	59330-1614 59405-2630	Dawson County Cascade County	1615	138027A 138025A	Middle Middle
Staffed Branch (1) 1	Great Falls	300 Central Ave	Great Falls	MT	59401	59401-3127	Cascade County	1615	081367A	Moderate
Staffed Branch (1) 1	Great Falls Northwest Hamilton MT	900 3rd St NW 1265 N 1st St	Great Falls Hamilton	MT	59404 59840	59404-4112 59840-3102	Cascade County	1615 1649	138026A 138033A	Middle Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Havre	235 1st St	Hamilton Havre	MT	59501	59501-3525	Ravalli County Hill County	1629	081369A	Moderate
Staffed Branch (1) 1	Helena	302 N Last Chance Gulch	Helena	MT	59601	59601-5056	Lewis and Clark County	1633	081370A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Kalispell Miles City	30 N Main St 619 Main St	Kalispell Miles City	MT MT	59901 59301	59901-4024 59301-3119	Flathead County Custer County	1623 1617	138028A 081371A	Middle Middle
Staffed Branch (1) 1	Missoula - Downtown	209 E Spruce St	Missoula	MT	59802	59802-4501	Missoula County	1640	017880A	Moderate
Staffed Branch (1) 1	Missoula - Southside	2801 Brooks St	Missoula	MT	59801	59801-7717	Missoula County	1640	081372A	Middle
Staffed Branch (1) 1	Shelby MT	301 Main St	Shelby Charlette	MT NC	59474	59474-1966	Toole County	1659 1725	138034A 209905A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Charlotte-Tryon McMullen Creek	201 S Tryon St 8334 Pineville-Matthews Rd	Charlotte Charlotte	NC NC	28202	28202-0078 28226-3764	Mecklenburg County Mecklenburg County	1725	212903A	Upper Moderate
Staffed Branch (1) 1	Beulah	113 1st Ave NW	Beulah	ND	58523	58523	Mercer County	1794	106702A	Middle
Staffed Branch (1) 1	Bismarck Main	200 N 3rd St	Bismarck	ND ND	58501	58501-3879 58503-1614	Burleigh County	1773	106703A 134225A	Middle Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Bismarck North ND Bismarck - South	3318 N 14th St 423 E Bismarck Expy	Bismarck Bismarck	ND ND	58503 58504	58503-1614 58504-6511	Burleigh County Burleigh County	1773 1773	134225A 106706A	I Middle
Staffed Branch (1) 1	Devils Lake	508 College Dr S	Devils Lake	ND	58301	58301	Ramsey County	1801	106707A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Dickinson North Dakota State University	240 2nd St W 1301 12th Avenue North	Dickinson	ND ND	58601 58102	58601-5132 58102	Stark County Cass County	1810 1774	106708A 143052A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	North Dakota State University Fargo South	1301 12th Avenue North 1815 University Dr S	Fargo Fargo	ND ND	58102 58103	58102 58103-4900	Cass County Cass County	1774	143052A 106709A	Upper Middle
Staffed Branch (1) 1	Fargo North	1900 University Dr N	Fargo	ND	58102	58102-1813	Cass County	1774	106710A	Upper
Staffed Branch (1) 1	Fargo Southwest ND	3225 25th St S	Fargo	ND	58104	58104-5922	Cass County	1774	106712A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Fargo - West Acres	3802 13th Ave S 505 2nd Ave N	Fargo Fargo	ND ND	58103 58102	58103-3302 58102-4822	Cass County Cass County	1774 1774	106711A 106681A	Low Middle
Staffed Branch (1) 1	Grafton	1038 Hill Ave	Grafton	ND	58237	58237-2226	Walsh County	1815	106713A	Middle
Staffed Branch (1) 1	Grand Forks 13th & Columbia	1205 S Columbia Rd	Grand Forks	ND	58201	58201-4035	Grand Forks County	1783	106715A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	Grand Forks - Downtown	600 DeMers Ave	Grand Forks Jamestown	ND ND	58201 58401	58201-4599 58401-4248	Grand Forks County Stutsman County	1783 1812	106714A 106716A	Moderate Middle
Staffed Branch (1) 1	Langdon	319 7th Ave	Langdon	ND ND	58249	58249-2515	Cavalier County	1775	106717A	Middle
Staffed Branch (1) 1	Lisbon	902 Main St	Lisbon	ND	58054	58054-4333	Ransom County	1802	106718A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Minot Minot - South	17 1st Ave SW 1925 S Broadway	Minot Minot	ND ND	58701 58701	58701-3811 58701-6507	Ward County Ward County	1816 1816	106719A 106720A	Moderate Moderate
Staffed Branch (1) 1	Wahpeton	502 2nd Ave N	Wahpeton	ND ND	58075	58075-4418	Richland County	1804	106722A	Middle
Staffed Branch (1) 1	Williston	202 Main St	Williston	ND	58801	58801-6021	Williams County	1818	106723A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Beatrice Bellevue - Southroads	200 N 6th St 1001 Fort Crook Rd N	Beatrice Bellevue	NE NE	68310	68310-3909 68005-4247	Gage County Sarpy County	1852 1895	100144A 088764A	Moderate Moderate
Staffed Branch (1) 1	Twin Creek NE Baker's	3614 Twin Creek Dr	Bellevue	NE NE	68123	68123-4065	Sarpy County	1895	132772A	Upper
Drive-in (2) 2	Blair	1865 Washington St	Blair	NE	68008	68008-1561	Washington County	1907	210648A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Columbus Fikhorn NF	2221 23rd St 711 N 205th St	Columbus	NE NF	68601 68022	68601-3301 68022-4720	Platte County Douglas County	1889 1846	100146A 089848A	Middle Middle
Staffed Branch (1) 1	Fremont - Suburban	1615 E 23rd St	Fremont	NE NE	68025	68025-2435	Dodge County	1845	017370A	Upper
Staffed Branch (1) 1	Grand Island - Webb	2121 N Webb Rd	Grand Island	NE	68803	68803-1751	Hall County	1858	019610A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Hastings Kearney NE - Main	305 N Hastings Ave 204 W 31st St	Hastings Kearney	NE NE	68901 68845	68901-5105 68845-3446	Adams County Buffalo County	1819 1828	100147A 083684A	Moderate Middle
Staffed Branch (1) 1	Lincoln - 56th & O	100 N 56th St	Lincoln	NE NE	68504	68504-3581	Lancaster County	1873	016946A	Middle
Drive-in (2) 2	Lincoln - Lincolnshire	1440 S 70th St	Lincoln	NE	68506	68506-1501	Lancaster County	1873	088105A	Upper
Staffed Branch (1) 1	Lincoln - 13th & M	233 S 13th St	Lincoln	NE NE	68508	68508-2017 68512-3632	Lancaster County	1873	098827A 116341A	Moderate Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	27th & Pine Lake Super Saver Lincoln - Ticonderoga	2525 Pine Lake Rd 2640 Ticonderoga Dr	Lincoln Lincoln	NE NE	68512 68521	68521-1188	Lancaster County Lancaster County	1873 1873	096295A	Middle
Staffed Branch (1) 1	10th and Highway 2	3300 S 10th St	Lincoln	NE	68502	68502-4451	Lancaster County	1873	074872A	Middle
Staffed Branch (1) 1	Lincoln Walmart	3400 N 85th St 5501 S 56th St	Lincoln	NE NF	68507	68507-9435 68516-1893	Lancaster County	1873 1873	156054A	Upper Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Lincoln - Edgewood Norfolk - Main	333 W Norfolk Ave	Lincoln Norfolk	NE NE	68701	68701-5219	Lancaster County Madison County	1873	089208A 098828A	Middle
Staffed Branch (1) 1	Norfolk - 10th & Norfolk	909 W Norfolk Ave	Norfolk	NE	68701	68701-5055	Madison County	1878	006170A	Middle
Staffed Branch (1) 1	Omaha Main	1700 Farnam St 17370 Lakeside Hills Plz	Omaha	NE NF	68102 68130	68102-2022 68130-2352	Douglas County	1846 1846	106748A 115607A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	171st & Center Baker's Vinton Sg Supermercado Nuestra Familia	17370 Lakeside Hills Piz 1826 Vinton St	Omaha	NE NE	68130 68108	68130-2352 68108-1465	Douglas County Douglas County	1846 1846	11560/A 155967A	Upper Moderate
Staffed Branch (1) 1	72nd and Dodge	222 S 72nd St	Omaha	NE	68114	68114-4668	Douglas County	1846	098830A	Upper
Staffed Branch (1) 1	Omaha - Grover Plaza	3225 S 42nd St	Omaha	NE	68105	68105-3804	Douglas County	1846	011901A	Moderate
Staffed Branch (1) 1 Drive-in (2) 2	Omaha - Oakview Omaha - 132nd & Maple	3410 S 143rd Plz 3910 N 132nd St	Omaha Omaha	NE NE	68144 68164	68144-5621 68164-1836	Douglas County Douglas County	1846 1846	089861A 091306A	Middle Upper
Staffed Branch (1) 1	Omaha - Empire Park	4818 S 108th St	Omaha	NE	68137	68137-2303	Douglas County	1846	015953A	Middle
Staffed Branch (1) 1	132nd & Dodge	525 N 132nd St	Omaha	NE NE	68154	68154-4041	Douglas County	1846	097958A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	Omaha - Millard Omaha - Potter	5332 S 138th St 7519 N 30th St	Omaha Omaha	NE NE	68137 68112	68137-2974 68112-2723	Douglas County Douglas County	1846 1846	096122A 096294A	Middle Moderate
Staffed Branch (1) 1	Omaha - 90 & Center	8800 W Center Rd	Omaha	NE NE	68124	68124-2045	Douglas County	1846	100139A	Upper
Staffed Branch (1) 1	Omaha - 89th & Maple	8905 Maple St	Omaha	NE	68134	68134-6127	Douglas County	1846	089841A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Papillion Family Fare Scottsbluff - North	1230 N Washington St 702 E 27th St	Papillion Scottsbluff	NE NE	68046 69361	68046-3064 69361-1735	Sarpy County Scotts Bluff County	1895 1897	149025A 019934A	i Upper Upper
Staffed Branch (1)	Lomas Blvd NM	111 Lomas Blvd NW	Albuquerque	NM	87102	87102-2368	Bernalillo County	1943	149620A	Moderate
Staffed Branch (1) 1		2300 Louisiana Blvd NE	Albuquerque	NM	87110	87110-4404	Bernalillo County	1943	149628A	Middle
Drive-in (2) 2 Staffed Branch (1) 1	Nob Hill NM Juan Tabo Blvd NM	3000 Central Ave SE 3620 Juan Tabo Blvd NE	Albuquerque Albuquerque	NM NM	87106 87111	87106-2248 87111-3923	Bernalillo County Bernalillo County	1943 1943	149626A 149624A	Moderate Upper
Staffed Branch (1) 1	South Valley Isleta Blvd NM	3801 Isleta Blvd SW	Albuquerque	NM	87105	87105-5921	Bernalillo County	1943	149627A	Middle
Staffed Branch (1) 1	Montgomery Blvd NM	5001 Montgomery Blvd NE	Albuquerque	NM	87109	87109-1308	Bernalillo County	1943	149623A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Sycamore Plaza NM Journal Center NM	5620 Wyoming Blvd NE 7900 Jefferson St NE	Albuquerque	NM NM	87109 87109	87109-3100 87109-5906	Bernalillo County Bernalillo County	1943 1943	149622A 149619A	Middle Moderate
Staffed Branch (1) 1	Petroglyph NM	8251 Golf Course Rd NW	Albuquerque Albuquerque	NM	87120	87109-5906 87120-5820	Bernalillo County Bernalillo County	1943	149619A 149629A	Upper
Staffed Branch (1) 1	Belen Reinken Ave NM	620 W Reinken Ave	Belen	NM	87002	87002-3637	Valencia County	1975	149631A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Bernalillo NM Clovis Prince St NM	388 W Highway 550 2501 N Prince St	Bernalillo Clovis	NM NM	87004 88101	87004-5974 88101-4459	Sandoval County	1966 1948	149632A 149634A	Moderate
Staffed Branch (1) 1	CIOVIS PTINCE SUNIVI	ZOUT IN Prince St	LIOVIS	NM	88101	88 101-4459	Curry County	1948	149634A	Upper

Part	BranchType (select one	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2 AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Description Comparement	Hom list)	1					, , , , , , , , , , , , , , , , , , , ,					Moderate
Commonweight Comm		1										Moderate
March Marc		1				NM						Upper
Transport Tran		1										Middle
Transport Property Property		1										
Property	1										Middle	
Professor 1		1		1781 Rio Rancho Blvd SE		NM	87124	87124-1052	Santa Fe County	1969	149644A	Low
		1										Low
Company		1 1								_		
Proceedings Processing Pr		1										Middle
Description		1					89701	89701-4074				Middle
March Marc		1										Middle
December	1										Upper	
Find Column Col		1										Middle
March Marc		1	Fallon	2197 Casey Rd	Fallon	NV	89406	89406-7870		1976	107169A	Middle
The Content of the		1										Middle
		1 1										
Index		1										Moderate
Perform	Staffed Branch (1)	1		830 S Boulder Hwy	Henderson	NV	89015	89015-7521	Clark County	1977	144147A	Moderate
Profession 1		1										Middle
The Content 1 In Wagnet Description 1977 1979		1 1										Upper
Section 12 Common (1999) Section 12		1										I Middle
Perfect	Staffed Branch (1)	1	Eastern and Windmill Smith's	2385 E Windmill Ln		NV	89123	89123-2037	Clark County	1977	144145A	Middle
Tenderson		1							Clark County			Moderate
Description Company Description Desc		1										Moderate
Company Comp		1										Middle
Control Cont	Staffed Branch (1)	1	East Tropicana	4320 E Tropicana Ave		NV	89121	89121-6717	Clark County	1977	107167A	Middle
Description		1			Las Vegas							Moderate
September		1 1										
Company Comp		1										i Middle
March Marc		1	Eastern & Bonanza Mariana's Supermarket			NV	89101	89101-3423		1977	149097A	Low
Confection Conference Conferenc		1										Middle
Control Cont		1 1										Middle
Cartell and Col.		1										
Special Section 1		1										Upper
September 10 1 September 20 September 20 1 September 20 1 September 20 1 September 20 Septe		1										Middle
Canada Service 1 Canada Service		1										Middle
September 1 Perces Rench West Notine Deptember Lan Verge West BRIT BRIT BRIT BRIT STOCK Country 1977 1209006 Most Deptember Deptem		1										Middle
Self-order (Company Andrew Service) 1 Company Andrew Service) 1 Company Andrew Service) 1 Advantage (Company Service) 1 Adva		1										Middle
Carter C		1										Low
Ellief Bank (1)		1 1			North Las Vegas							Middle
Stanford Stanford 1 North Hills 1000 141-160 North Hills 1000 141-160 North Stanford Name 1000 141-160 North St		1										Middle
Staffel Banch (1) 1 Stamms Sorra	Staffed Branch (1)	1			Reno					1990		Middle
Section 1		1										Upper
Staffed Branch (1) 1 Bottale - Postham page 00 Setzle in 580 co NV 5952 5952-3652 Washino County 1990 107157A Mode of the form (1) 1 Mode Area Revenus Sifeway 5150 Note Revenue Sifeway 5150 Note		1										Upper
Staffed Branch (1) 1 Mean Anne Anne Service Service 5150 Mean Anne Anne Service 5150 Mean Anne Service 5150 M		1										Low
Staffed Branch (*) 1 McQueen Country 1910 1446820A Mode Market (*) 1 Sharing Routed Sharing		1	Mae Anne Avenue Safeway	5150 Mae Anne Ave		NV	89523			1990	107187A	Middle
Staffel Branch (1) 1 Barring Boulevard Smith* 1256 Barring Blod Sparks NV 8943 89434-8672 Washoot County 1990 1441574 Mode Staffel Branch (1) 1 Sparks 1216 Kaffee Smith (2) 1 Sparks 1216 Kaffee Smith (3) 1 Sparks 1216 Kaffee Smi		1										Moderate
Earlied Branch (1) 1 Syramid & Lox Alton 142 Lox Alton 143 Lox Alton 142 Lox Alton 143 Lox Alton		1 1										
Inferior Branch (1) 1 Sparks 21% Odde Brd Sparks NV 89431 8943-3563 Whathee County 1990 107190A Low		1										Middle
Staffed Branch (1) 1 Spanish Springs Sew Mart 976 Oppmant Way Sparks NV 99441 89441-7549 Wurshoon Country 1990 1124994 Upps U	Staffed Branch (1)	1	Sparks	2195 Oddie Blvd	Sparks	NV	89431	89431-3563	Washoe County	1990	107190A	Low
Staffeld Branch (1) 1 Stafeline W 225 Kingsburg Grade Stafeline NV 89449 89449 100uglis County 1978 147512A Upper Common Staffeld Branch (1) 1 Winnemucca NV 89445 89445 3017 Humbold County 1982 101795A Upper County 101795A		1										Upper
Staffed Branch () 1 Winnemucca 100 S Bridge ST Winnemucca NV 89445 89445-3107 Humbolt County 1962 107195A Midd Staffed Branch () 1 Ada 5.58 S Mani ST Ada 0H 45810 45810-1501 Hardin Clounty 2087 074582A Upp Staffed Branch () 1 Electation Rd 693 Canton Rd Akron 0H 44319 44319-1467 Summit County 2131 124878A Moder Staffed Branch () 1 Electation Rd 693 Canton Rd Akron 0H 44319 44319-1467 Summit County 2131 124878A Moder Staffed Branch () 1 Electation Rd 693 Canton Rd Akron 0H 44306 44306-1127 Summit County 2131 154859A Lov Staffed Branch () 1 Oho Pike 1259 W Oho Pike Amelia 0H 45102 45102-1242 Clemon County 2061 0748214 Midd Staffed Branch () 1 Ahna 312 W Mani ST Anna 0H 45302 45302-8419 Shot Lovus Lovu		1										Upper
Staffed Branch (1) 1 Ada 528 S Main S Ada OH 45810 45810 1501 Hardin County 2087 076582A Upper Staffed Branch (1) 1 Coventy Common OH 3100 Manchester R1 Akron OH 44319 44312		1										Middle
Staffed Branch (1) 1 Ellet Canton Rd 693 Canton Rd Akron OH 44312 44312-2614 Summit County 2131 210650A Moder Staffed Branch (1) 1 East Exchange Daw's 871 E Exchange S1 Akron OH 44312 44312-2614 Summit County 2131 151659A Moder Staffed Branch (1) 1 Ohio Pike 1259 W Ohio Pike Amelia OH 45102 45102-1242 Clement County 2067 072211A Middle Research (1) 1 Anna 1312 W Main S1 Anna OH 45102 45102-242 Clement County 2067 072211A Middle Research (1) 1 Anna Akhtebula Perk 4717 Perk Are 471	Staffed Branch (1)	1	Ada	528 S Main St					Hardin County			Upper
Staffed Branch (1) 1 East Exchange Dave's 571 E Exchange St Akron OH 44306 44306-1127 Summit Country 2131 154858 Low Staffed Branch (1) 1 Ohio Pike 1259 W Chin Pike Amelia OH 44502 44502.442 Clement Country 2176 707211 Middle Staffed Branch (1) 1 Anna 312 W Main St Anna OH 45502 45302.841 Shelby Country 2179 2105.16 Upps Staffed Branch (1) 1 Barrington Heiner's 115 N Chillicothe Rd Aurora OH 44004 44004-6403 Ashtabula Country 2058 0215738 Middle Branch (1) 1 Barrington Heiner's 115 N Chillicothe Rd Aurora OH 44002 44202-797 Portage Country 2171 096335A Upps Staffed Branch (1) 1 Avon Lake 32730 Walker Rd Avon OH 44001 44011 44011-1653 Lorain Country 2101 113036A Upps Staffed Branch (1) 1 Avon Lake 32730 Walker Rd Avon Lake OH 44011 44012-1400 Lorain Country 2101 0.95556A Upps Staffed Branch (1) 1 Barrison Heiner's 35960 Detroit Rd Avon Lake OH 44011 44011-1653 Lorain Country 2101 0.95556A Upps Staffed Branch (1) 1 Avon Lake 32730 Walker Rd Avon Lake OH 44011 44011-1653 Lorain Country 2101 0.95556A Upps Staffed Branch (1) 1 Barbeton 135 Wooster Rd N Barbeton OH 44003 44203-2558 Summit Country 2131 0.95556A Moder Staffed Branch (1) 1 Barbeton 24700 Chapin Blvd Baschwood OH 44102 44122-5647 Cuyahoga Country 2072 0.6579/A Midd Staffed Branch (1) 1 Beachwood 24700 Chapin Blvd Beachwood OH 44112 4412-5647 Cuyahoga Country 2072 0.06280A Midd Staffed Branch (1) 1 Beachwood 680 Broathway Ave Bedford OH 44114 4414-3642 Cuyahoga Country 2072 0.06280A Midd Staffed Branch (1) 1 Broatwine Heiners 5830 Chippowa Rd Broatwine OH 44114 4411-2013 Cuyahoga Country 2072 0.06324A Midd Staffed Branch (1) 1 Broatwine Heiners 5830 Chippowa Rd Broatwine OH 44111 4411-2013 Cuyahoga Country 2		1										Moderate
Staffed Branch (1) 1		1										Moderate
Staffed Branch (1) 1 Anna 312 W Main St Anna OH 45902 45302 8419 Shelby County 2129 21051 A Upper Staffed Branch (1) 1 Ashabula Park 471 Park Ave Ashabula OH 44004 44004 44004 44004 44004 44005 44202 44202 779 Portage County 2121 094335 A Upper Staffed Branch (1) 1 Avon Heinen's 35980 billionab Rd Avon OH 44011 44012 4402 4402 44002 44002 44000 2101 10366 Upper Staffed Branch (1) 1 Avon Lake 32730 Walker Rd Avon Lake OH 44011 44011 44012 4401		1										Middle
Staffed Branch (1) 1 Barrington Helmen's 115 N Chilliche Rd Aurora OH 44/202 44/202-7797 Portage Country 2121 096335A Upper Staffed Branch (1) 1 Avon Helmen's 35980 Detroit Bd Avon OH 44/01 44/01-1653 Lorain Country 2101 079355A Upper Staffed Branch (1) 1 Avon Lake 32730 Walker Rd Avon Lake OH 44/012 44/01-24/100 Lorain Country 2101 079559A Upper Staffed Branch (1) 1 Bartberton 155 Wooster Rd N Barberton OH 44/012 44/01-24/100 Lorain Country 2131 079555A Moder Staffed Branch (1) 1 Eartgate 968 Cliffs Ender 0.4 Batavia OH 45/03 45/03-2556 Summit Country 2131 079555A Moder Staffed Branch (1) 1 Bartgate 968 Cliffs Ender 0.4 Batavia OH 45/03 45/03-2556 Clement Country 2067 05/597A Moder Staffed Branch (1) 1 Beaseworde 24700 Chapin Blvd Beaseword OH 44/12 44/122-5647 Cuyahoga Country 2072 070223A Upper Staffed Branch (1) 1 Beaseworde 24700 Chapin Blvd Beaseworde OH 44/12 44/122-5647 Cuyahoga Country 2072 070223A Upper Staffed Branch (1) 1 Beaford 680 Broadway Re Beaford OH 44/16 44/16-3642 Cuyahoga Country 2072 026260A Midd Staffed Branch (1) 1 Berea OH 98 Front St Beaford OH 44/16 44/16-3642 Cuyahoga Country 2072 026260A Midd Staffed Branch (1) 1 Broadword 085 Mill St Botkins OH 44/10 Cuyahoga Country 2072 026260A Midd Staffed Branch (1) 1 Broadword 085 Mill St Botkins OH 44/11 44/11-2013 Cuyahoga Country 2072 026260A Midd Staffed Branch (1) 1 Broadword 085 Mill St Botkins OH 44/11 44/11-2013 Cuyahoga Country 2072 026260A Midd Staffed Branch (1) 1 Broadword 085 Mill St Botkins OH 44/11 44/11-2013 Cuyahoga Country 2072 026260A Midd Staffed Branch (1) 1 Broadword 085 Mill St Botkins OH 44/11 44/11-2013 Cuyahoga Country 2072 026260A Midd Staffed Branch (1) 1 Broadword 085 Mill St 095 Mi	Staffed Branch (1)	1	Anna	312 W Main St	Anna	OH	45302	45302-8419	Shelby County	2129	210651A	Upper
Staffed Branch (1) 1 Avon Helmen's 35990 Detroit Rd Avon OH 44011 44011-1633 Lorain County 2101 113036A Uppe Staffed Branch (1) 1 Avon Lake 232730 Walker Rd N Barberton OH 44012 44012 44012-1400 Lorain County 2131 095056A Uppe Staffed Branch (1) 1 Earlagate 968 Old Stafe Rd N Barberton OH 44203 44203-2558 Summit County 2131 095056A Moder Staffed Branch (1) 1 Earlagate 968 Old Stafe Rd N Barberton OH 44103 44203-2558 Summit County 2131 095056A Moder Staffed Branch (1) 1 Beachwood 24700 Chapity Riber Beachwood OH 44102 44112-25647 Cuyshoga County 2072 0962234 Uppe Staffed Branch (1) 1 Beachwood 24700 Chapity Riber Beachwood OH 44122 44122-5647 Cuyshoga County 2072 0962234 Uppe Staffed Branch (1) 1 Beachwood 680 Broadway Ave Beaford OH 44164 4416-3642 Cuyshoga County 2072 026236A Midd Staffed Branch (1) 1 Berea OH 98 Front St Berea OH 44017 44017 Cuyshoga County 2072 026236A Midd Staffed Branch (1) 1 Brokins 108 St Mill St Botkins OH 4506 4506-6703 Shelp County 2072 026236A Midd Staffed Branch (1) 1 Brocksville Helnens (838) Chippose Rd Brocksville OH 44111 4411-2013 Cuyshoga County 2072 026236A Midd Staffed Branch (1) 1 Brocksville Helnens (838) Chippose Rd Brilliant OH 44911 4411-2013 Cuyshoga County 2072 026336A Midd Staffed Branch (1) 1 Brunswick Discount Duty Mart 11673 Pearl Rd Brunswick OH 4472 44212-3405 Medina County 2106 128377A Midd Staffed Branch (1) 1 Brunswick Discount Duty Mart 11673 Pearl Rd Brunswick OH 44272 44212-3405 Generacy County 2084 015403A Moder Cambridge OH 44272 44212-3405 Generacy County 2084 015403A Moder 2084		1										Middle
Staffed Branch (1) 1 Avon Lake 32730 Wasster Rd Avon Lake OH 44012 44012-4100 Lorain Country 2101 095059A Upper Staffed Branch (1) 1 Barberton 135 Wooster Rd N Barberton OH 44203 44023-2558 Summit Country 2131 095056A Moder Rd N Marker Rd N Research (1) 1 Eastgate 968 Did Stafe Route 74 Statival OH 45103 44503-2556 Clermont Country 2057 085197A Midd Marker Rd N Marker R		1										Upper
Staffod Branch (1) 1 Barberton 135 Wooster Ref N Barberton OH 44/203 44/203-2568 Summit County 2131 095/56A Moder Staffod Branch (1) 1 Enalgate 968 Oid Stafe Ref N 8 Barberton OH 44/203 44/203-2568 Clement County 2067 059797A Moder Staffod Branch (1) 1 Beachwood 24/100 Chaegin Blad Beachwood OH 44/122 44/122-5647 Cuyahoga County 2072 096222A Upper Staffod Branch (1) 1 Beachwood 0H 44/124 44/122-5647 Cuyahoga County 2072 096222A Upper Staffod Branch (1) 1 Beachwood 680 Broadway Ave Beaford OH 44/164 44/164-5642 Cuyahoga County 2072 02622A Moder County 04/164 Clear County 04/164 Clear County 04/164 Clear County 04/164 Clear Clear County 04/164 Clear		1										Upper
Staffed Branch (1) 1 Beachwood 24700 Chappin Blvd Beachwood OH 44122 44122-5447 Cuyahoga County 2072 090223A Upper Staffed Branch (1) 1 Beaverrerek 2426 Baydon Kell & Beaverreek OH 45413 45144-6311 Greene County 2013 10190A Upper Staffed Branch (1) 1 Beaford 680 Broakhway Ave Beaford OH 44144 44145-3642 Cuyahoga County 2072 026,280A Midd Carled Branch (1) 1 Bera OH 98 Front St Bera OH 44017 44017 Cuyahoga County 2072 026,280A Midd Carled Branch (1) 1 Botkins DB SkMill St Bera OH 45006 45306-8703 Shelty County 2072 076,244 Midd Carled Branch (1) 1 Brocksville Heiners 5838 Chippova Rd Brocksville OH 44111 44114-2013 Cuyahoga County 2072 153,271A Upper Staffed Branch (1) 1 Brilliant OH 37 ard St Brilliant OH 43913 43913-1050 Jefferson County 2075 0583BA Midd Staffed Branch (1) 1 Brunswick Discount Drug Mart 107,379 earl Rd Brunswick OH 44212 44212-3405 Medina County 2106 128377A Midd Staffed Branch (1) 1 Carrebridge East 2347 E Wheeling Ave Carrebridge OH 44272 44212-3405 Generacy County 2084 015403A Moder OH 43600 OH 43600 OH 44212 44212-3405 OH 4421	Staffed Branch (1)	11	Barberton	135 Wooster Rd N	Barberton	ОН	44203	44203-2558	Summit County	2131	095056A	Moderate
Staffed Branch (1) 1	Staffed Branch (1)	1										Middle
Staffed Branch (1) 1 Bedford 680 Broadkny/Ne Bedford OH 44146 44146-3642 Cuyshoga County 2072 026280A Midd Staffed Branch (1) 1 Bersa OH 98 Front St 8 Free OH 44017 44017 Cuyshoga County 2072 026280A Midd Staffed Branch (1) 1 Bersa OH 98 Front St 8 Free OH 44017 44017 Cuyshoga County 2072 026280A Midd Staffed Branch (1) 1 Brocksville Heiners 588 S Chipepova Rd Brocksville OH 44510 45306 8703 Shelby County 2179 007124A Upper County 2179 007124		1										Upper
Staffed Branch (1) 1 Berea OH 98 Front St Berea OH 44017 44017 Cuyahoga County 2072 026324A Midd		1										Middle
Staffed Branch (1) 1 Botkins 108 S Mills (1) Botkins (1) Bot	Staffed Branch (1)	1	Berea OH	98 Front St	Berea	OH	44017	44017	Cuyahoga County	2072	026324A	Middle
Staffed Branch (1) 1 Brilliant 901 3rd S Brilliant OH 43913 43913-1050 Jefferson County 2095 025380A Middle Staffed Branch (1) 1 Brunswick Discount Drug Mart 1673 Pearl Rd Brunswick OH 44212 44212-3405 Medina County 2106 128377A Middle Staffed Branch (1) 1 Cambridge East 2247 E Wheeling Ave Cambridge OH 43725 43725-2164 Guernsey County 2064 015403A Modera	Staffed Branch (1)	1							Shelby County			Upper
Staffed Branch (1) 1 Brunswick Discount Drug Mart 1673 Pearl Rd Brunswick OH 44212 44212-3405 Medina County 2106 128377A Midd Staffed Branch (1) 1 Cambridge East 2347 E Wheeling Ave Cambridge OH 43725 43725-2164 Guernsey County 2084 015403A Moder		1 1							Cuyahoga County			Upper
Staffed Branch (1) 1 Cambridge East 2347 E Wheeling Ave Cambridge OH 43725 43725-2164 Guernsey County 2084 015403A Moder		1										Middle Middle
		1										Moderate
Staffed Branch (1) 1 Cambridge Main 819 Wheeling Ave Cambridge OH 43725-2335 Guernsey County 2084 105045A Moder		1	Cambridge Main	819 Wheeling Ave	Cambridge	OH	43725	43725-2335	Guernsey County	2084	105045A	Moderate
		1										Upper Middle
		1										Middle
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BranchType (select one		Address Cond	Address Size Address Size	Address Orde	4.1.1710	Address 7/04	Provide Company (called)	AddressOccurtedD	Barrat Contifortion Number	lancara Bardana di an
Irom list)	ode PopularBranchName	AddressLine1	AddressLine2 AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1) 1 Staffed Branch (1) 1	Chesapeake Montgomery	353 3rd Ave 10851 Montgomery Rd	Chesapeake Cincinnati	OH OH	45619 45242	45619-1144 45242-3303	Lawrence County Hamilton County	2098	210652A 113154A	Middle Upper
Staffed Branch (1) 1	Over the Rhine	1116 Main St	Cincinnati	OH	45202	45242-3303	Hamilton County Hamilton County	2085	099668A	Low
Staffed Branch (1) 1	Blue Ash North	11200 Kenwood Rd	Cincinnati	OH	45242	45242-1837	Hamilton County	2085	071196A	Middle
Staffed Branch (1) 1	Springdale	11751 Princeton Pike	Cincinnati	OH	45246	45246-2521	Hamilton County	2085	118916A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Lockland Mt Washington	131 Williams St 2261 Reechmont Ave	Cincinnati Cincinnati	OH OH	45215 45230	45215-4601 45230-5317	Hamilton County Hamilton County	2085 2085	210655A 071473A	Moderate Middle
Staffed Branch (1) 1	P&G General	301 E 6th St	Cincinnati	OH	45202	45202-3307	Hamilton County	2085	102190A	Upper
Staffed Branch (1) 1	Westwood Cheviot	3168 Harrison Ave	Cincinnati	OH	45211	45211-5641	Hamilton County	2085	210665A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Hyde Park	3424 Edwards Rd	Cincinnati Cincinnati	OH OH	45208 45207	45208-2106 45207-1035	Hamilton County	2085	210666A 120275A	Upper Moderate
Staffed Branch (1) 1	Xavier University Clifton OH	3800 Victory Pkwy 425 Ludlow Ave	Cincinnati	OH	45207	45207-1035	Hamilton County Hamilton County	2085	210660A	Middle
Staffed Branch (1)	Fifth & Walnut	425 Walnut St	Cincinnati	OH	45202	45202-3956	Hamilton County	2085	main office	Moderate
Staffed Branch (1) 1	Norwood	4525 Montgomery Rd	Cincinnati	OH	45212	45212-3117	Hamilton County	2085	210664A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Hyde Park OH Meijer P&G Ivorydale	4825 Marburg Ave 5299 Spring Grove Ave	Cincinnati Cincinnati	OH OH	45209 45217	45209-5013 45217-1025	Hamilton County Hamilton County	2085	125229A 102188A	Moderate Middle
Staffed Branch (1) 1	University	530 E University Ave	Cincinnati	OH	45219	45217-1025	Hamilton County	2085	210656A	Low
Staffed Branch (1) 1	P&G Winton Hill Admin	6090 Center Hill Ave	Cincinnati	OH	45224	45224-1704	Hamilton County	2085	102182A	Low
Staffed Branch (1) 1	Western Woods	6240 Glenway Ave	Cincinnati	OH	45211	45211-6321	Hamilton County	2085	210659A	Middle Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Harrison OH Meijer Madeira	6550 Harrison Ave 7137 Miami Ave	Cincinnati Cincinnati	OH OH	45247 45243	45247-6800 45243-2616	Hamilton County Hamilton County	2085 2085	125228A 210662A	Upper
Staffed Branch (1) 1	Anderson Hills	7350 Beechmont Ave	Cincinnati	OH	45230	45230-4133	Hamilton County	2085	210663A	Middle
Staffed Branch (1) 1	Mount Healthy	7433 Hamilton Ave	Cincinnati	OH	45231	45231-4305	Hamilton County	2085	210653A	Moderate
Staffed Branch (1) 1	Mariemont	7435 Wooster Pike	Cincinnati	OH	45227	45227-3895	Hamilton County	2085	154121A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	Roselawn Kenwood	7660 Reading Rd 7739 Montgomery Rd	Cincinnati Cincinnati	OH OH	45237 45236	45237-3204 45236-4201	Hamilton County Hamilton County	2085 2085	210654A 071472A	Moderate Upper
Staffed Branch (1) 1	Colerain Hills	8250 Colerain Ave	Cincinnati	OH	45239	45239-3923	Hamilton County	2085	210658A	Middle
Staffed Branch (1) 1	Brentwood OH	9184 Winton Rd	Cincinnati	OH	45231	45231-3934	Hamilton County	2085	071471A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	Queensgate Blue Ash	925 W 8th St 9545 Kenwood Rd	Cincinnati Cincinnati	OH OH	45203 45242	45203-1203 45242-6179	Hamilton County Hamilton County	2085	210661A 007364A	Low Middle
Staffed Branch (1) 1	Circleville	166 E Main St	Circleville	OH	43113	43113-1726	Pickaway County	2119	089974A	Moderate
Staffed Branch (1) 1	Brooklyn Walmart	10000 Brookpark Rd	Cleveland	ОН	44130	44130-1102	Cuyahoga County	2072	154753A	Moderate
Staffed Branch (1) 1	Shaker Square	13127 Shaker Sq	Cleveland	OH	44120	44120-2312	Cuyahoga County	2072	026320A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	U.S. Bank Centre	1350 Euclid Ave 14701 Puritas Ave	Cleveland Cleveland	OH OH	44115 44135	44115-1827 44135-2817	Cuyahoga County Cuyahoga County	2072	081046A 126495A	Middle Middle
Staffed Branch (1) 1	Clark 25th	3104 W 25th St	Cleveland	OH	44109	44109-1688	Cuyahoga County	2072	026315A	Low
Staffed Branch (1) 1	Dave's Mercado	3565 Ridge Rd	Cleveland	OH	44102	44102-5443	Cuyahoga County	2072	106523A	Low
Staffed Branch (1) 1 Staffed Branch (1) 1	Garfield Heights	5007 Turney Rd 5154 Wilson Mills Rd	Cleveland Cleveland	OH OH	44125 44143	44125-2502 44143-3006	Cuyahoga County Cuyahoga County	2072	026329A 026334A	Moderate
Staffed Branch (1) 1	South Garfield Heights	5695 Turney Rd	Cleveland	OH	44125	44125-3973	Cuyahoga County	2072	095066A	Upper Low
Staffed Branch (1) 1	Harvard Village Ave	6509 Harvard Ave	Cleveland	OH	44105	44105-4906	Cuyahoga County	2072	095021A	Middle
Staffed Branch (1) 1	Church Square	7993 Euclid Ave	Cleveland	OH	44103	44103-4226	Cuyahoga County	2072	026282A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	East 200th Street Lorain 98th Street	825 E 200th St 9740 Lorain Ave	Cleveland Cleveland	OH OH	44119 44102	44119-2515 44102-4754	Cuyahoga County Cuyahoga County	2072 2072	210667A 026287A	Low Moderate
Staffed Branch (1) 1	Zagara's Marketplace	1940 Lee Rd	Cleveland Heights	OH	44118	44118-2163	Franklin County	2079	153618A	Upper
Staffed Branch (1) 1	Broad & High	10 W Broad St	Columbus	OH	43215	43215-3418	Franklin County	2079	141918A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Grandview Kroger Georgesville Square Kroger	1375 Chambers Rd 1585 Georgesville Square Dr	Columbus Columbus	OH OH	43212 43228	43212-1560 43228-3777	Franklin County Franklin County	2079	155727A 155984A	Moderate
Staffed Branch (1) 1	OSU Student Union	1739 N High St	Columbus	OH	43210	43210-1307	Franklin County	2079	147797A	Upper
Staffed Branch (1) 1	Henderson Road	1991 Henderson Rd	Columbus	OH	43220	43220-2401	Franklin County	2079	096965A	Low
Staffed Branch (1) : 1	Route 161	2340 E Dublin Granville Rd	Columbus	OH	43229	43229-3507	Franklin County	2079	096959A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Bexley Kingsdale	2970 E Main St 3174 Tremont Rd	Columbus Columbus	OH OH	43209 43221	43209-2615 43221-2037	Franklin County Franklin County	2079	096946A 096967A	Upper Moderate
Staffed Branch (1) 1	Cleveland Avenue	3435 Cleveland Ave	Columbus	OH	43224	43224-2906	Franklin County	2079	089976A	Upper
Staffed Branch (1) 1	North Hamilton Meijer	5050 N Hamilton Rd	Columbus	OH	43230	43230-1312	Franklin County	2079	210668A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Brice German Village	6100 Channingway Blvd 776 S High St	Columbus Columbus	OH OH	43232 43206	43232-2910 43206-1944	Franklin County Franklin County	2079 2079	096958A 096953A	Upper Upper
Staffed Branch (1) 1	Worthington Hills	7832 Olentangy River Rd	Columbus	OH	43235	43235-1354	Summit County	2131	096953A 096964A	Middle
Staffed Branch (1) 1	State Road Acme	2226 State Rd	Cuyahoga Falls	OH	44223	44223-1430	Summit County	2131	154752A	Middle
Staffed Branch (1) 1	Bailey Rd Acme	2630 Bailey Rd	Cuyahoga Falls	OH	44221	44221-2216	Montgomery County	2111	103131A	Low
Staffed Branch (1) 1 Staffed Branch (1) 1	Gettysburg Englewood Meijer	2350 N Gettysburg Ave 9200 N Main St	Dayton Dayton	OH OH	45406 45415	45406-2540 45415-1125	Montgomery County Delaware County	2111 2075	101720A 124078A	Upper Upper
Staffed Branch (1) 1	Delaware Kroger	801 N Houk Rd	Delaware	OH	43015	43015-4418	Allen County	2056	167828A	Middle
Staffed Branch (1) 1	Delphos	901 Elida Ave	Delphos	ОН	45833	45833-1742	Wayne County	2139	087672A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Doylestown Dublin OH	53 Portage St 6320 Frantz Rd	Doylestown Dublin	OH OH	44230 43017	44230-1349 43017-1307	Franklin County Cuyahoga County	2079 2072	020953A 096948A	Upper Low
Staffed Branch (1)	Forest Hills	1813 Forest Hills Blvd	East Cleveland	OH	44112	44112-4313	Preble County	2122	018601A	Middle
Staffed Branch (1) 1	Preble	100 E Main St	Eaton	OH	45320	45320-1744	Lorain County	2101	089992A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Elyria	455 Midway Blvd	Elyria	OH OH	44035 44123	44035-2792	Cuyahoga County	2072	095065A 153451A	Middle Middle
Staffed Branch (1) 1	Shores Center Dave's Fairborn Central	22501 Shore Center Dr 1 W Main St	Euclid Fairborn	OH	44123 45324	44123-1611 45324-4712	Greene County Greene County	2083 2083	085682A	Upper
Staffed Branch (1) 1	Fairborn Kroger	1161 E Dayton Yellow Springs Rd	Fairborn	OH	45324	45324-6325	Butler County	2063	010963A	Middle
Staffed Branch (1) 1	Fairfield OH	563 Patterson Blvd	Fairfield	OH	45014	45014-2513	Butler County	2063	210669A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Fairfield Route 4	6550 Dixie Hwy 2635 W Market St	Fairfield Fairfawn	OH OH	45014 44333	45014-5424 44333-4230	Summit County Montgomery County	2131 2111	031963A 167904A	Upper Middle
Staffed Branch (1) 1	Farmersville	38 N Broadway St	Farmersville	OH	45325	45325-1102	Shelby County	2129	003863A	Middle
Staffed Branch (1) 1	Fort Loramie	26 S Main St	Fort Loramie	OH	45845	45845-9770	Sandusky County	2126	210670A	Moderate
Staffed Branch (1) 1	Potter Village	1214 Oak Harbor Rd	Fremont	OH	43420	43420-1021	Franklin County	2079	008659A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	Gahanna Silver Bridge	166 N Hamilton Rd 350 Upper River Rd	Gahanna Gallipolis	OH OH	43230 45631	43230-2679 45631-1841	Gallia County Franklin County	2081 2079	096952A 210636A	Middle Middle
Staffed Branch (1) 1	Galloway Kroger	5800 W Broad St	Galloway	OH	43119	43119-9531	Cuyahoga County	2072	153991A	Middle
Staffed Branch (1) 1	Geneva OH	191 E Main St	Geneva	ОН	44041	44041-1348	Ashtabula County	2058	021577A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Grove City	2508 Columbus St	Grove City	OH	43123	43123-2834	Franklin County	2079	096955A 085681A	Middle Moderate
Staffed Branch (1) 1	High & Journal Square Liberty Fairfield	219 High St 4221 Hamilton Middletown Rd	Hamilton Hamilton	OH OH	45011 45011	45011-2720 45011-2351	Butler County Butler County	2063	08568 IA 101719A	Moderate Upper
Staffed Branch (1) 1	Rossville OH	540 Main St	Hamilton	OH	45013	45013-3222	Butler County	2063	210671A	Moderate
Staffed Branch (1) 1	Hilliard	2511 Hilliard Rome Rd	Hilliard	OH	43026	43026-8195	Franklin County	2079	096966A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Hilliard Square Kroger	4656 Cemetery Rd 304 N High St	Hilliard Hillsboro	OH OH	43026 45133	43026-1298 45133-1131	Franklin County Highland County	2079	093455A 210672A	Upper Moderate
Staffed Branch (1) 1	Bennetts Corner	2716 Boston Rd	Hinsboro	OH	44233	44233-9498	Medina County	2106	095029A	Upper
Staffed Branch (1) 1	Hopedale	157 E Main St	Hopedale	OH	43976	43976	Harrison County	2088	025388A	Moderate
Staffed Branch (1) 1	Huber Heights	8520 Troy Pike	Huber Heights	OH	45424	45424-1031	Montgomery County	2111	210673A	Upper

BranchType (select one from list)	BranchTypeCo	de PopularBranchName	AddressLine1	AddressLine2 AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Drive-in (2)	2	Hudson OH	126 N Main St	Hudson	OH	44236	44236-2827	Summit County	2131	095027A	Upper
Staffed Branch (1)	1	Independence OH	6511 Brecksville Rd	Independence	ОН	44131	44131-4855	Cuyahoga County	2072	095024A	Upper
Staffed Branch (1)	1	Ironton Main	120 S 3rd St	Ironton	OH	45638	45638-1537	Lawrence County	2098	089970A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 1	Kettering Meijer Lebanon OH	4075 Wilmington Pike 620 Columbus Ave	Kettering Lebanon	OH OH	45440 45036	45440-1600 45036-1606	Montgomery County Warren County	2111 2137	110343A 090090A	Middle Moderate
Staffed Branch (1)	1	North 23 Meijer	8870 Columbus Pike	Lewis Center	OH	43035	43035-9115	Delaware County	2075	114335A	Upper
Staffed Branch (1)	1	Logan	108 W Main St	Logan	OH	43138	43138-1606	Hocking County	2091	072372A	Middle
Staffed Branch (1)	11	Lorain Super Walmart	4380 Leavitt Rd	Lorain	OH	44053	44053-2370	Lorain County	2101	148859A	Upper
Staffed Branch (1) Staffed Branch (1)	1 1	Loveland OH Landen	10590 Loveland-Madeira Rd 3310 State Route 22 3	Loveland Loveland	OH	45140 45140	45140-8962 45140-1567	Hamilton County Warren County	2085 2137	114573A 077372A	Upper Upper
Drive-in (2)	2	Branch Hill Guinea Pike Kroger	6388 Branch Hill Guinea Pike	Loveland	OH	45140	45140-6987	Clermont County	2067	138041A	I Upper
Staffed Branch (1)	1	Lucas	8 E Main St	Lucas	OH	44843	44843-9701	Richland County	2124	106090A	Upper
Staffed Branch (1)	1 1	Lucasville	10 Merritt St	Lucasville	OH	45648	45648-8098	Scioto County	2127	086867A	Middle
Staffed Branch (1) Staffed Branch (1)	1	Malvern Marengo	123 North Reed Avenue 28 S Main St	Malvern Marengo	OH OH	44644	44644 43334	Carroll County Morrow County	2064 2113	004135A 106091A	Middle Middle
Staffed Branch (1)	1	Mason-Deerfield	5100 Socialville-Foster Rd	Mason	OH	45040	45040-9842	Warren County	2137	141872A	Upper
Staffed Branch (1)	; 1	Tylersville Rd	5668 Tylersville Rd	Mason	OH	45040	45040-2524	Warren County	2137	156057A	Upper
Staffed Branch (1)	1	P&G Mason	8700 S Mason Montgomery Rd	Mason	OH	45040	45040-9760	Warren County	2137	097239A	Upper
Staffed Branch (1) Staffed Branch (1)	1 1	Mayfield Heights OH Medina the Reserve	6189 Mayfield Rd 3705A Medina Rd	Mayfield Heights Medina	OH OH	44124 44256	44124-3220 44256-9671	Cuyahoga County Medina County	2072 2106	083636A 151968A	Middle Upper
Staffed Branch (1)	1	Medina	830 N Court St	Medina	OH	44256	44256-1719	Medina County	2106	095055A	Middle
Staffed Branch (1)	1	Lake Mentor OH	6655 Center St	Mentor	ОН	44060	44060-4113	Lake County	2097	155873A	Upper
Staffed Branch (1)	1	Mentor East	9572 Mentor Ave	Mentor	OH	44060	44060-4522	Lake County	2097	026364A	Upper
Staffed Branch (1)	1 1	Miamisburg	515 E Central Ave 6915 State Route 128	Miamisburg Miamitown	OH OH	45342 45041	45342-2810 45041	Montgomery County	2111	078105A 210674A	Moderate Middle
Staffed Branch (1) Staffed Branch (1)	1	Middlefield	14950 Springdale Ave	Middlefield	OH	44062	45041 44062-9644	Hamilton County Geauga County	2082	210674A 031711A	Middle
Staffed Branch (1)	1	Middletown	4401 Roosevelt Blvd	Middletown	OH	45044	45044-6239	Butler County	2063	071474A	Moderate
Staffed Branch (1)	1	Milford	828 McClelland Rd	Milford	OH	45150	45150-1469	Clermont County	2067	023982A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Monroe OH Mount Orab Kroger	5 N Main St 210 Sterling Run Blvd	Monroe Mt. Orab	OH OH	45050 45154	45050-1328 45154-8350	Butler County Brown County	2063 2062	090084A 072006A	: Middle Middle
Staffed Branch (1)	1	New Albany	210 Sterling Run Blvd 256 E Main St	New Albany	OH	43054	45154-8350	Franklin County	2062	072006A 089983A	Upper
Staffed Branch (1)	1	North Kingsville	6269 S Main Rd	North Kingsville	OH	44068	44068	Ashtabula County	2058	021576A	Middle
Staffed Branch (1)	1	North Olmsted	25900 Country Club Blvd	North Olmsted	OH	44070	44070-4553	Cuyahoga County	2072	095018A	Middle
Staffed Branch (1) Staffed Branch (1)	1	North Royalton Oak Harbor	7951 State Rd 215 W Water St	North Royalton Oak Harbor	OH OH	44133 43449	44133-2036 43449-1335	Cuyahoga County	2072 2116	095009A 081475A	Upper Middle
Staffed Branch (1)	1	Owensville	375 West Main Street	Owensville	OH	45160	45160	Ottawa County Clermont County	2067	010582A	Middle
Staffed Branch (1)	1	Oxford	1 Lynn Ave	Oxford	OH	45056	45056-1546	Butler County	2063	210675A	Moderate
Staffed Branch (1)	1	Parma	2075 Snow Rd	Parma	OH	44134	44134-2726	Cuyahoga County	2072	026316A	Middle
Staffed Branch (1)	; 1	Parma Walmart	8303 W Ridgewood Dr	Parma	OH	44129	44129-5524	Cuyahoga County	2072	153242A	Middle
Staffed Branch (1) Staffed Branch (1)	1	Pickerington Piqua	13000 Stonecreek Dr 200 N College St	Pickerington Piqua	OH OH	43147 45356	43147-9182 45356-1910	Fairfield County Miami County	2077	096957A 099667A	Upper Moderate
Staffed Branch (1)	1	Port Clinton	142 E 2nd St	Port Clinton	OH	43452	43452-1115	Ottawa County	2116	087684A	Middle
Staffed Branch (1)	1	Portsmouth	602 Chillicothe St	Portsmouth	OH	45662	45662-4093	Scioto County	2127	086863A	Low
Staffed Branch (1) Staffed Branch (1)	1	Rome	619 Gay St 17537 County Rd 107	Portsmouth Proctorville	OH OH	45662 45669	45662-4143 45669	Scioto County	2127	086869A 210676A	Low Middle
Staffed Branch (1)	1	Blacklick OH Meijer	8000 E Broad St	Reynoldsburg	OH	43068	43068-8000	Lawrence County Franklin County	2079	089985A	Middle
Staffed Branch (1)	1 1	Rocky River	19825 Detroit Rd	Rocky River	OH	44116	44116-1815	Cuyahoga County	2072	125936A	Upper
Staffed Branch (1)	1	Russia	207 W Main St	Russia	OH	45363	45363-9678	Shelby County	2129	005623A	Upper
Staffed Branch (1)	1	Sandusky Perkins	205 W Perkins Ave	Sandusky	OH	44870	44870-4803	Erie County	2076	087685A	Middle
Staffed Branch (1) Staffed Branch (1)	1	Shelby OH Vandemark Road	85 W Main St 111 N Vandemark Rd	Shelby Sidney	OH OH	44875 45365	44875-1205 45365-7033	Richland County Shelby County	2124 2129	106094A 077176A	Middle Middle
Drive-in (2)	2	Downtown Sidney	115 E Court St	Sidney	OH	45365	45365-3021	Shelby County	2129	089990A	Middle
Staffed Branch (1)	1	Northtown	1222 Wapakoneta Ave	Sidney	OH	45365	45365-1416	Shelby County	2129	008762A	Upper
Staffed Branch (1)	1 1	Solon	6211 Som Center Rd	Solon	OH OH	44139	44139-2912	Cuyahoga County	2072	095025A 024555A	Upper
Staffed Branch (1) Staffed Branch (1)	1	Springboro	105 Public Square 20 N Main St	Somerset Springboro	OH	43783 45066	43783 45066-1354	Perry County Warren County	2118 2137	021309A	Middle Upper
Staffed Branch (1)	1 1	Springfield Meijer	1500 Hillcrest Ave	Springfield	OH	45504	45504-1570	Clark County	2066	117341A	Upper
Staffed Branch (1)	1	Strongsville	14444 Pearl Road	Strongsville	OH	44136	44136-8716	Cuyahoga County	2072	026338A	Upper
Staffed Branch (1)	1 1	Sugarcreek	214 Factory St NE	Sugarcreek	OH	44681	44681	Tuscarawas County	2133	071253A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Tallmadge Acme Tiffin West	600 South Ave 730 W Market St	Tallmadge Tiffin	OH OH	44278 44883	44278-2828 44883-2521	Summit County Seneca County	2131 2128	153432A 087687A	Moderate Middle
Staffed Branch (1)	1	Tipp City	935 W Main St	Tipp City	OH	45371	45371-1336	Miami County	2109	007692A	Middle
Staffed Branch (1)	1	Toronto	217 N 3rd St	Toronto	OH	43964	43964-1417	Jefferson County	2095	025399A	Moderate
Staffed Branch (1)	1	West Main Troy	910 W Main St	Troy Wan Wort	OH	45373	45373-2846	Miami County	2109	089991A	Middle
Staffed Branch (1) Staffed Branch (1)	1	Van Wert Versailles OH	818 S Shannon St 1231 E Main St	Van Wert Versailles	OH OH	45891 45380	45891-2241 45380-1563	Van Wert County Darke County	2135 2073	210678A 022560A	Middle Middle
Staffed Branch (1)	1 1	Wadsworth Walmart	222 E Smokerise Dr	Wadsworth	OH	44281	44281-8277	Medina County	2106	150142A	Upper
Staffed Branch (1)	1	Emery-Richmond	4601 Richmond Rd	Warrensville Heights	OH	44128	44128-5917	Cuyahoga County	2072	026342A	Moderate
Staffed Branch (1)	1	Washington Court House	1220 Columbus Ave	Washington Court House		43160	43160-1655	Fayette County	2078	096960A	Moderate
Staffed Branch (1) Staffed Branch (1)	1	Wetherington Beckett Ridge	7797 Tylers Place Blvd 8396 Princeton Glendale Rd	West Chester West Chester	OH OH	45069 45069	45069-4684 45069-5879	Butler County Butler County	2063 2063	090755A 086837A	Upper Upper
Staffed Branch (1)	1	Union Centre OH	9334 Union Centre Blvd	West Chester West Chester	OH	45069	45069-4851	Butler County	2063	128739A	Upper
Staffed Branch (1)	1	Westerville Meijer	100 Polaris Pkwy	Westerville	OH	43082	43082-6070	Delaware County	2075	118914A	Upper
Staffed Branch (1)	1	Westerville	833 S State St	Westerville	OH	43081	43081-3345	Franklin County	2079	096961A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Westlake Promenade Wheelersburg	29979 Detroit Rd 400 Center St	Westlake Wheelersburg	OH OH	44145 45694	44145-1942 45694-1767	Cuyahoga County Scioto County	2072 2127	096815A 086865A	Upper Middle
Staffed Branch (1)	1	Great Eastern	946 S Hamilton Rd	Whitehall	OH	43213	43213-3003	Franklin County	2079	089981A	Moderate
Staffed Branch (1)	1	Willoughby	4098 Erie St	Willoughby	ОН	44094	44094-7836	Lake County	2097	026359A	Middle
Staffed Branch (1)	1 1	Worthington	688 High St	Worthington	OH	43085	43085-4106	Franklin County	2079	089989A	Upper
Staffed Branch (1) Staffed Branch (1)	1 1	Xenia Yellow Springs	290 Xenia Towne Sq 266 Xenia Ave	Xenia Yellow Springs	OH OH	45385 45387	45385-2933 45387-1969	Greene County Greene County	2083	025546A 025544A	Middle Upper
Staffed Branch (1)	1	Santiam - Albany	2650 Santiam Hwy SE	Albany	OR	97322	97322-5213	Linn County	2241	023344A 011914A	Middle
Staffed Branch (1)	1	185th & Farmington	18485 SW Farmington Rd	Aloha	OR	97007	97007-3810	Washington County	2253	076810A	Moderate
Staffed Branch (1)	1	Aloha	19091 SW Tualatin Valley Hwy	Aloha	OR	97006	97006-2831	Washington County	2253	020718A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Ashland Astoria	30 North 2nd St 987 Duane St	Ashland Astoria	OR OR	97520 97103	97520-1927 97103-4522	Jackson County Clatsop County	2234	003233A 210680A	Middle Middle
Staffed Branch (1)	1 1	Baker City	2000 Main St	Astoria Baker City	OR	97814	97814-3352	Baker County	2223	004808A	Middle
Staffed Branch (1)	11	Banks	42455 NW Oak Way	Banks	OR	97106	97106-6024	Washington County	2253	070933A	Middle
Staffed Branch (1)	1	Greenway	12450 SW Pioneer Ln	Beaverton	OR	97008	97008-8377	Washington County	2253	022306A	Moderate
		158th & Walker	15875 SW Walker Rd			97006	97006-4946	Washington County	2253	081835A	Upper
Staffed Branch (1) Staffed Branch (1)		Beaverton	4505 SW Hall Blvd	Beaverton Beaverton	OR OR	97005	97005-0557	Washington County Washington County	2253	002685A	Moderate

BranchType (select one BranchType	eCode PopularBranchName	AddressLine1	AddressLine2 AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
from list)										
Staffed Branch (1) : 1 Staffed Branch (1) 1	Deschutes Country Third & Reed Market	1442 NE 3rd St 175 SE Reed Market Rd	Bend Bend	OR OR	97701 97702	97701-4234 97702-1746	Deschutes County Deschutes County	2228 2228	016156A 020798A	Middle Moderate
Staffed Branch (1)	Highway 20 Safeway	2650 NE Highway 20	Bend	OR	97701	97701-6976	Deschutes County	2228	137454A	Moderate
Staffed Branch (1) 1	Hwy 97 & Pinebrook Albertsons	61155 S Highway 97	Bend	OR	97702	97702-2523	Deschutes County	2228	100202A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Cascade Lakes Brookings	86 SW Century Dr 326 Fifth Street	Bend Brookings	OR OR	97702 97415	97702-1133 97415-9658	Deschutes County Curry County	2228 2227	149004A 002826A	Upper Upper
Staffed Branch (1) 1	Harney County	493 N Broadway Ave	Burns	OR	97720	97720-1552	Harney County	2232	002826A 001552A	Middle
Staffed Branch (1) 1	Canby	111 S Elm St	Canby	OR	97013	97013-3939	Clackamas County	2222	080040A	Middle
Staffed Branch (1) 1	Cannon Beach	115 N Hemlock St	Cannon Beach	OR	97110	97110-3037	Clatsop County	2223	016726A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Central Point Clackamas Sunnyside	139 E Pine St 11521 SE Sunnyside Rd	Central Point Clackamas	OR OR	97502 97015	97502-2249 97015-9305	Jackson County Clackamas County	2234	013157A 020181A	Middle Upper
Staffed Branch (1) 1	Clatskanie	401 E Columbia River Hwy	Clatskanie	OR	97016	97016-2165	Columbia County	2224	011001A	Middle
Staffed Branch (1) 1	Coos Bay	400 W Anderson Ave	Coos Bay	OR	97420	97420-1628	Coos County	2225	003502A	Middle
Staffed Branch (1) 1	Cornelius	1735 N Adair St	Cornelius	OR	97113	97113-8203	Washington County	2253	010156A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Oregon State University North Corvallis	2501 SW Jefferson Way 2600 NW 9th St	Corvallis Corvallis	OR OR	97331 97330	97331-1101 97330-3866	Benton County Benton County	2221 2221	209847A 075632A	Low Moderate
Staffed Branch (1) 1	Corvallis	375 NW Monroe Ave	Corvallis	OR	97330	97330-4709	Benton County	2221	001484A	Low
Staffed Branch (1) 1	Cottage Grove OR	29 N 7th St	Cottage Grove	OR	97424	97424-2020	Lane County	2239	005589A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Drain Estacada	229 N 1st St 125 SW 2nd Ave	Drain Estacada	OR OR	97435 97023	97435-0118 97023-7003	Douglas County	2229	001851A 020779A	Middle Middle
Staffed Branch (1) 1	University of Oregon	1395 University St	Estacada	OR	97403	97403-2572	Clackamas County Lane County	2222 2239	167382A	Upper
Staffed Branch (1) 1	Bethel - Danebo	1400 Highway 99 N	Eugene	OR	97402	97402-2018	Lane County	2239	018327A	Moderate
Staffed Branch (1) 1	Santa Clara	20 Division Ave	Eugene	OR	97404	97404-2405	Lane County	2239	017608A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Coburg Albertsons 29th & Willamette	311 Coburg Rd 55 W 29th Ave	Eugene	OR OR	97401 97405	97401-6109 97405-3423	Lane County	2239 2239	149074A 009251A	Upper
Staffed Branch (1) 1	Eugene Main	800 Willamette St	Eugene Eugene	OR	97401	97401-6803	Lane County Lane County	2239	009251A 001173A	Upper Moderate
Staffed Branch (1) 1	Oregon Campus	810 E 13th Ave	Eugene	OR	97401	97401-3742	Lane County	2239	007414A	Moderate
Staffed Branch (1) 1	Florence OR	2300 Highway 101	Florence	OR	97439	97439-9705	Lane County	2239	088137A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Redwood Albertsons Grants Pass	1690 SW Allen Creek Rd 400 SW 6th St	Grants Pass Grants Pass	OR OR	97527 97526	97527-5559 97526-2810	Josephine County Josephine County	2236 2236	123972A 001270A	Middle Middle
Staffed Branch (1) 1	Gresham	300 E Powell Blvd	Gresham	OR	97030	97030-7608	Multnomah County	2245	009538A	Middle
Staffed Branch (1) 1	Halfway	207 S Main St	Halfway	OR	97834	97834	Baker County	2220	004853A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	82nd and Causey Hermiston	11333 SE 82nd Ave 245 SE 2nd St	Happy Valley Hermiston	OR OR	97086 97838	97086-7634 97838-2405	Clackamas County Umatilla County	2222 2249	080189A 002656A	Middle Middle
Staffed Branch (1) 1	North Hillsboro	1661 NE Cornell Rd	Hillsboro	OR	97838	97124-3430	Washington County	2249	072335A	Moderate
Staffed Branch (1) 1	Jones Farm Intel Campus	2111 NE 25th Ave	Hillsboro	OR	97124	97124-5961	Washington County	2253	167367A	Middle
Staffed Branch (1) 1	Tanasbourne	2550 NE 106th Ave	Hillsboro	OR	97124	97124-7487	Washington County	2253	019191A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Orenco Station	7090 NE Cornell Road	Hillsboro Hood River	OR OR	97124 97031	97124 97031-1605	Washington County Hood River County	2253 2233	119056A 008503A	Upper Middle
Staffed Branch (1)	Grant County	129 N Canyon Blvd	John Day	OR	97845	97845-1148	Grant County	2233	010983A	Middle
Staffed Branch (1) 1	Junction City OR	234 W 6th Ave	Junction City	OR	97448	97448-1606	Lane County	2239	001289A	Middle
Staffed Branch (1) 1	Keizer	5110 River Rd N	Keizer	OR	97303	97303-5371	Marion County	2243	100319A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	King City Town & Country	15900 SW 116th Ave 3720 S 6th St	King City Klamath Falls	OR OR	97224 97603	97224-2646 97603-4725	Washington County Klamath County	2253 2237	017065A 004220A	Middle Moderate
Staffed Branch (1)	La Grande	1402 Adams Ave	La Grande	OR	97850	97850-2612	Union County	2250	001179A	Moderate
Staffed Branch (1) 1	La Pine	51469 Huntington Rd	La Pine	OR	97739	97739-9876	Deschutes County	2228	017228A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Kruse Woods Lake Grove	14800 Kruse Oaks Blvd 16480 Boones Ferry Rd	Lake Oswego Lake Oswego	OR OR	97035 97035	97035-8671 97035-4208	Clackamas County Clackamas County	2222	100550A 018749A	Upper Middle
Staffed Branch (1) 1	Lake Oswego	333 S State St	Lake Oswego Lake Oswego	OR	97035	97035-4208	Clackamas County	2222	081834A	Upper
Staffed Branch (1) 1	Lakeview	518 N 1St St	Lakeview	OR	97630	97630-1504	Lake County	2238	007237A	Middle
Staffed Branch (1) 1	Lebanon - Southgate	2856 S Santiam Hwy	Lebanon	OR	97355	97355-3865	Linn County	2241	008312A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Lincoln City Madras	928 SW 5th St 42 SW C St	Lincoln City Madras	OR OR	97367 97741	97367-2707 97741-1417	Lincoln County Jefferson County	2240 2235	075630A 001625A	Moderate Middle
Staffed Branch (1) 1	Manzanita	546 Laneda Ave	Manzanita	OR	97130	97130-9001	Tillamook County	2248	210682A	Middle
Staffed Branch (1) 1	McMinnville OR	335 NE 3rd St	McMinnville	OR	97128	97128-4728	Yamhill County	2255	000856A	Moderate
Staffed Branch (1) 1	McMinnville OR Albertsons	615 SW Keck Dr	McMinnville Medford	OR	97128	97128-6691	Yamhill County	2255	128441A 116340A	Moderate Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Jacksonville & Ross Albertsons North Medford	113 N Ross Ln 1242 Court St	Medford	OR OR	97501 97501	97501-2217 97501-1604	Jackson County Jackson County	2234 2234	006060A	Low
Staffed Branch (1) : 1	Medford	131 E Main St	Medford	OR	97501	97501-6003	Jackson County	2234	001202A	Low
Staffed Branch (1) 1	South Medford	827 S Central Ave	Medford	OR	97501	97501-7819	Jackson County	2234	007613A	Low
Staffed Branch (1) 1 Staffed Branch (1) 1	Barnett & Phoenix Albertsons Mill City	910 N Phoenix Rd 400 NW Santiam Blvd	Medford Mill City	OR OR	97504 97360	97504-9392 97360-2225	Jackson County Marion County	2234 2243	115104A 003203A	Middle Middle
Staffed Branch (1) 1	Milton - Freewater	610 E Broadway Ave	Milton-Freewater	OR	97862	97862-1317	Umatilla County	2243	100547A	Middle
Staffed Branch (1) 1	Oak Grove	15533 SE McLoughlin Blvd	Milwaukie	OR	97267	97267-3853	Clackamas County	2222	013336A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Molalla Monmouth	415 Center Ave 250 Main St E	Molalla Monmouth	OR OR	97038 97361	97038-8145 97361-2239	Clackamas County Polk County	2222 2246	019441A 210684A	Moderate
Staffed Branch (1) 1	Mount Angel	250 Main St E 250 N Main St	Mt. Angel	OR	97362	97361-2239	Marion County	2246	210684A 000859A	Upper Middle
Staffed Branch (1) 1	Newberg	3220 Portland Rd	Newberg	OR	97132	97132-2022	Yamhill County	2255	003038A	Middle
Staffed Branch (1) 1	Newport OR	400 E Olive St	Newport	OR	97365	97365-2838	Lincoln County	2240	081520A	Upper
Branch - Other (12) 12 Staffed Branch (1) 1	North Bend Nyssa	1285 Virginia Ave 500 Main St	North Bend Nyssa	OR OR	97459 97913	97459-2715 97913-3915	Coos County Malheur County	2225 2242	005493A 012493A	Middle Middle
Staffed Branch (1) 1	Ontario OR	281 SW 1st St	Ontario	OR	97914	97914-2705	Malheur County	2242	001177A	Moderate
Staffed Branch (1) 1	Hilltop OR	1600 Molalla Ave	Oregon City	OR	97045	97045-4008	Clackamas County	2222	015354A	Middle
Staffed Branch (1) 1	Pendleton OR	105 SW Court Ave	Pendleton	OR	97801	97801-2105	Umatilla County	2249	000849A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	23rd and Lovejoy 102nd and Washington	1001 NW 23rd Ave 10220 SE Washington St	Portland Portland	OR OR	97210 97216	97210-3027 97216-2755	Multnomah County Multnomah County	2245 2245	018325A 013547A	Upper Moderate
Staffed Branch (1) 1	Pearl District OR	1040 NW Lovejoy St	Portland	OR	97209	97209-3499	Multnomah County	2245	130015A	Middle
Staffed Branch (1) 1	39th and Salmon	1225 SE Cesar E Chavez Blvd	Portland	OR	97214	97214-4371	Multnomah County	2245	011388A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Cedar Mill Lloyd Center	12550 NW Cornell Rd 1601 NE Weidler St	Portland Portland	OR OR	97229 97232	97229-5682 97232-1445	Washington County Multnomah County	2253 2245	210685A 005454A	i Upper Upper
Staffed Branch (1) 1	Hollywood	1901 NE 42nd Ave	Portland	OR	97232	97232-1445	Multnoman County Multnoman County	2245	002556A	Upper
Staffed Branch (1) 1	Stadium	2000 SW Morrison St	Portland	OR	97205	97205-1612	Multnomah County	2245	210688A	Middle
Staffed Branch (1) 1	181st and Glisan	305 NE 181st Ave	Portland	OR	97230	97230-6617	Multnomah County	2245	0120004	Low
Staffed Branch (1) 1 Staffed Branch (1) 1	Portland Main 122nd Ave Safeway	321 SW Sixth Ave 3527 SE 122nd Ave	Portland Portland	OR OR	97204 97236	97204 97236-3401	Multnomah County Multnomah County	2245 2245	012990A 147034A	Low
Staffed Branch (1) 1	Argay Square	4100 NE 122nd Ave	Portland	OR	97230	97230-1336	Multnomah County	2245	018686A	Middle
Staffed Branch (1) 1	Eastport	4300 SE 82nd Ave	Portland	OR	97266	97266-2920	Multnomah County	2245	003883A	Low
Staffed Branch (1) 1	Interstate and Going 42nd and Alberta	4550 N Interstate Ave	Portland	OR OR	97217 97218	97217-3214 97218-1502	Multnomah County	2245	007320A	Upper Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	42nd and Alberta Martin Luther King Jr. Blvd	4920 NE 42nd Ave 5505 NE Martin Luther King Jr Blvd	Portland Portland	OR OR	9/218 97211	97218-1502 97211-3241	Multnomah County Multnomah County	2245 2245	022310A 210687A	Moderate Middle
Staffed Branch (1) 1	Bybee - Milwaukie	7000 SE Milwaukie Ave	Portland	OR	97202	97202-5719	Multnomah County	2245	015203A	Middle
Staffed Branch (1) 1	Sandy Boulevard	7200 NE Fremont St	Portland	OR	97213	97213-5838	Multnomah County	2245	001915A	Middle

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2 AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Burlingame OR	7300 SW Terwilliger Blvd	Portland	OR	97219	97219-2239	Multnomah County	2245	006608A	Upper
Staffed Branch (1)	1	Peninsula	7340 N Philadelphia Ave	Portland	OR	97203	97203-4844	Multnomah County	2245	210690A	Moderate
Staffed Branch (1)	1	Barbur Blvd Safeway	8145 SW Barbur Boulevard	Portland	OR	97219	97219-2849	Multnomah County	2245	155728A	Middle
Staffed Branch (1)	1 1	Raleigh Hills	8205 SW Beaverton-Hillsdale Hwy	Portland	OR	97225	97225-2213	Washington County	2253	010950A	Upper
Staffed Branch (1) Staffed Branch (1)	1	Prineville Redmond OR	221 NE 3rd St 314 SW 6th St	Prineville Redmond	OR OR	97754 97756	97754-1916 97756-2201	Crook County Deschutes County	2226 2228	007268A 001321A	Middle Middle
Staffed Branch (1)	; i	Rockaway Beach	126 S Highway 101	Rockaway	OR	97136	97136-1014	Tillamook County	2248	003044A	Middle
Staffed Branch (1)	1	Garden Valley	2080 NW Stewart Pkwy	Roseburg	OR	97471	97471-1647	Douglas County	2229	018493A	Upper
Staffed Branch (1)	1 1	Roseburg	619 SE Main St	Roseburg	OR	97470	97470-4932	Douglas County	2229	001292A	Middle
Staffed Branch (1) Drive-in (2)	1	West Salem Ladd and Bush	1110 Wallace Rd NW 302 State St	Salem Salem	OR OR	97304 97301	97304-3116 97301-3532	Columbia County Marion County	2224 2243	002009A 000855A	Middle I Middle
Staffed Branch (1)	1	South Salem	3485 Commercial St SE	Salem	OR	97302	97302-4667	Polk County	2243	076811A	Middle
Staffed Branch (1)	1 1	Center - Lancaster	3955 Center St NE	Salem	OR	97301	97301-2937	Marion County	2243	100556A	Middle
Staffed Branch (1)	1	Silverton & Lancaster	3995 Devonshire Ave NE	Salem	OR	97305	97305-1379	Marion County	2243	018907A	Middle
Staffed Branch (1)	11	Salem OR Safeway	5660 Commercial St SE	Salem	OR	97306	97306-1215	Marion County	2243	146775A	Moderate
Staffed Branch (1) Staffed Branch (1)	1	Sandy OR Scappoose	38561 Proctor Blvd 52313 Columbia River Hwy	Sandy Scappoose	OR OR	97055 97056	97055-8027 97056-3523	Marion County Marion County	2243 2243	210691A 100568A	Moderate Upper
Staffed Branch (1)	1	Seaside	251 Avenue A	Seaside	OR	97138	97138-5705	Clackamas County	2222	006533A	Middle
Staffed Branch (1)	1	Sheridan OR	206 S Bridge St	Sheridan	OR	97378	97378-1806	Columbia County	2224	001978A	Middle
Staffed Branch (1)	1	Sherwood OR	22515 SW Washington St	Sherwood	OR	97140	97140-9084	Clatsop County	2223	003040A	Middle
Staffed Branch (1)	1	Sisters	123 W Hood Ave	Sisters	OR	97759	97759-1098	Yamhill County	2255	022111A	Moderate
Staffed Branch (1) Staffed Branch (1)	1	Mohawk - Northgate Springfield OR	1620 Mohawk Blvd 437 Main St	Springfield Springfield	OR OR	97477 97477	97477-3356 97477-5468	Washington County Deschutes County	2253 2228	013354A 001671A	Upper Middle
Staffed Branch (1)	1	East Springfield Albertsons	5753 Main St	Springfield	OR	97478	97478-5426	Lane County	2239	112093A	Moderate
Staffed Branch (1)	1111	St. Helens	58791 Columbia River Hwy	St. Helens	OR	97051	97051-2929	Lane County	2239	017806A	Moderate
Staffed Branch (1)	1	St. Paul OR	20259 Main St NE	St. Paul	OR	97137	97137-9101	Lane County	2239	003039A	Middle
Staffed Branch (1)	1 1	Stayton The Dalles	480 N 3rd Ave	Stayton The Dalles	OR	97383	97383-1728	Marion County	2243	006628A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	The Dalles Tillamook	401 Washington St 408 Main Ave	The Dalles Tillamook	OR OR	97058 97141	97058-2215 97141-2226	Wasco County Tillamook County	2252	000845A 003041A	Middle Moderate
Staffed Branch (1)	1	Cherry Park Market Center	2541 SW Cherry Park Rd	Troutdale	OR	97060	97060-2931	Multnomah County	2248	119808A	Middle
Staffed Branch (1)	1	Tualatin	7755 Sw Nyberg St	Tualatin	OR	97062	97062-9460	Washington County	2253	018906A	Moderate
Staffed Branch (1)	1	Vale	264 A St W	Vale	OR	97918	97918-1304	Malheur County	2242	001768A	Middle
Staffed Branch (1)	1	West Linn OR	19060 Willamette Dr	West Linn	OR	97068	97068-1721	Clackamas County	2222	153769A	Middle
Staffed Branch (1)	1 1	Wilsonville	29112 SW Town Center Loop W	Wilsonville	OR	97070	97070-9476 97071-2811	Clackamas County	2222	017957A	Middle Middle
Staffed Branch (1) Staffed Branch (1)	1	Woodburn Aberdeen	2263 Country Club Rd 320 S 1st St	Woodburn Aberdeen	OR SD	97071 57401	97071-2811 57401-4147	Marion County Brown County	2243 2457	008473A 210692A	Middle Middle
Staffed Branch (1)	: 1	Hartford SD	103 S Main Ave	Hartford	SD	57033	57033-2022	Minnehaha County	2500	096002A	Middle
Staffed Branch (1)	1	Mitchell SD	1421 N Main St	Mitchell	SD	57301	57301-1355	Davison County	2468	095579A	Upper
Staffed Branch (1)	1	Pierre	604 E Sioux Ave	Pierre	SD	57501	57501-3320	Hughes County	2483	095580A	Middle
Staffed Branch (1)	1 1	Rapid City - Western	645 Mountain View Rd	Rapid City	SD	57702	57702-2518	Pennington County	2502	006676A	Middle
Staffed Branch (1) Staffed Branch (1)		Rapid City - Main Sioux Falls - Main	701 Saint Joseph St 141 N Main Ave	Rapid City Sioux Falls	SD SD	57701 57104	57701-5003 57104-6442	Pennington County Minnehaha County	2502 2500	010749A 106749A	Moderate Moderate
Staffed Branch (1)	1	Sioux Falls - North	1500 N Minnesota Ave	Sioux Falls	SD	57104	57104-0302	Minnehaha County	2500	095999A	Moderate
Staffed Branch (1)	1	Sioux Falls - West	1800 W 12th St	Sioux Falls	SD	57104	57104-3930	Minnehaha County	2500	095997A	Moderate
Staffed Branch (1)	1	Sioux Falls - South	2501 S Minnesota Ave	Sioux Falls	SD	57105	57105-4728	Minnehaha County	2500	002211A	Moderate
Staffed Branch (1)	1	Sioux Falls - Northeast	420 S Sycamore Ave	Sioux Falls	SD	57110	57110-1243	Minnehaha County	2500	095996A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 1	Sioux Falls - Southwest WaterFall Plaza	5501 W 41st St 6145 S Minnesota Ave	Sioux Falls Sioux Falls	SD SD	57106 57108	57106-1301 57108-2550	Minnehaha County Lincoln County	2500 2492	095998A 133149A	Middle Upper
Staffed Branch (1)	i 1	Ashland City	311 N Main St	Ashland City	TN	37015	37015-1317	Davidson County	2536	090115A	Low
Staffed Branch (1)	1	Concord Road TN Publix	10638 Concord Rd	Brentwood	TN	37027	37027-8811	Cheatham County	2528	134171A	Moderate
Drive-in (2)	: 2	Brentwood TN	289 Franklin Rd	Brentwood	TN	37027	37027-5214	Davidson County	2536	090116A	Upper
Staffed Branch (1)	1	Church Hill	134 E Main Blvd	Church Hill	TN	37642	37642-3725	Williamson County	2611	090206A	Upper
Staffed Branch (1)	1	Clarksville-Main	1 Public Sq	Clarksville	TN	37040	37040-3474	Hawkins County	2554	090156A 090160A	I Middle Middle
Staffed Branch (1) Staffed Branch (1)	· 1	Clarksville-Northpark Clarksville Madison Street	1598 Fort Campbell Blvd 1816 Madison St	Clarksville Clarksville	TN	37042 37043	37042-3545 37043-4904	Montgomery County Montgomery County	2580 2580	090160A 094274A	Middle
Staffed Branch (1)	1	Clarksville-St. Bethlehem	2700 Wilma Rudolph Blvd	Clarksville	TN	37040	37040-5837	Montgomery County	2580	090159A	Middle
Staffed Branch (1)	1	Clarksville Walmart	3050 Wilma Rudolph Blvd	Clarksville	TN	37040	37040-5031	Montgomery County	2580	114571A	Middle
Staffed Branch (1)	1	College Grove	8780 Horton Hwy	College Grove	TN	37046	37046-9197	Montgomery County	2580	090161A	Moderate
Staffed Branch (1)	1 1	Perimeter Place	901 W James Campbell Blvd	Columbia	TN	38401	38401-4806	Williamson County	2611	107479A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Cookeville Washington Cookeville Jackson	105 N Washington Ave	Cookeville Cookeville	TN TN	38501 38501	38501-3351 38501-3926	Maury County Putnam County	2577 2588	093697A 112123A	Upper Upper
Staffed Branch (1)	1	Crossville	1318 N Main St	Crossville	TN	38555	38555-4082	Putnam County Putnam County	2588	093698A	Moderate
Staffed Branch (1)	11	Decherd 1910	1910 Decherd Blvd	Decherd	TN	37324	37324-3817	Cumberland County	2535	090162A	Moderate
Staffed Branch (1)	1	Dickson	723 E College St	Dickson	TN	37055	37055-2031	Franklin County	2543	090163A	Middle
Staffed Branch (1)	; 1	Fayetteville	220 College St E	Fayetteville	TN TN	37334	37334-3030	Dickson County	2539	090168A 090172A	Middle
Staffed Branch (1) Staffed Branch (1)	: 1	Highway 96 Harpeth Village TN Publix	1004 Murfreesboro Rd 2020 Fieldstone Pkwy	Franklin Franklin	TN	37064 37069	37064-3005 37069-4337	Lincoln County Williamson County	2569 2611	126535A	Upper
Staffed Branch (1)	1	Cool Springs	2040 Mallory Ln	Franklin	TN	37067	37067-8212	Williamson County	2611	111259A	Upper
Staffed Branch (1)	i	Savannah Way Kroger	2011 Nashville Pike	Gallatin	TN	37066	37066-3162	Williamson County	2611	147567A	Middle
Staffed Branch (1)	1	Gallatin	600 Nashville Pike	Gallatin	TN	37066	37066-7140	Sumner County	2600	090173A	Upper
Staffed Branch (1)	1 1	Goodlettsville	600 Main Street	Goodlettsville	TN	37072	37072-1776	Sumner County	2600	090174A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 1	Hendersonville Hermitage TN	169 E Main St 3865 Lebanon Pike	Hendersonville Hermitage	TN TN	37075 37076	37075-2519 37076-2009	Davidson County Sumner County	2536 2600	090176A 090178A	Moderate Upper
Staffed Branch (1)	1	Jefferson City TN	149 E Broadway Blvd	Jefferson City	TN	37760	37760-2517	Davidson County	2536	090178A 090215A	Upper Middle
Staffed Branch (1)	1 1	Hardin Valley TN	10626 Hardin Valley Rd	Knoxville	TN	37932	37932-1503	Jefferson County	2562	153344A	Middle
Staffed Branch (1)	11	N Broadway Food City	4805 N Broadway St	Knoxville	TN	37918	37918-1708	Knox County	2564	154999A	Middle
Staffed Branch (1)	1	Clinton Hwy Food City	5078 Clinton Hwy	Knoxville	TN	37912	37912-3953	Knox County	2564	154859A	Middle
Staffed Branch (1)	1 1	Bearden TN	6000 Kingston Pike	Knoxville	TN	37919	37919-6345	Knox County	2564	153342A	Moderate
Staffed Branch (1) Staffed Branch (1)	1	Knoxville Downtown TN South Knoxville Food City	607 Market St 7608 Mountain Grove Dr	Knoxville Knoxville	TN TN	37902 37920	37902-2210 37920-6755	Knox County Knox County	2564 2564	153346A 154891A	Middle Moderate
Staffed Branch (1)	1 1	West Knoxville TN	8845 Kingston Pike	Knoxville	TN	37923	37923-5002	Knox County	2564	153345A	Middle
Staffed Branch (1)	1	Madison Kroger	200 Gallatin Pike S	Madison	TN	37115	37115-3917	Knox County	2564	143014A	Upper
Staffed Branch (1)	1	Manchester	1000 Hillsboro Blvd	Manchester	TN	37355	37355-2030	Davidson County	2536	107482A	Moderate
Staffed Branch (1)	1	Maryville Main TN	417 Foothills Mall Dr	Maryville	TN	37801	37801-2324	Coffee County	2533	153347A	Middle
Staffed Branch (1) Staffed Branch (1)	: 1	McMinnville TN West Morristown Food City	601 N Chancery St 2310 Sandstone Dr	McMinnville Morristown	TN TN	37110 37814	37110-2053 37814-2588	Blount County Warren County	2522	094277A 167542A	Moderate Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Mt Juliet Village Publix	2310 Sandstone Dr 11207 Lebanon Rd	Morristown Mount Juliet	TN	3/814 37122	37814-2588 37122-5545	Warren County Hamblen County	2606 2549	16/542A 143422A	Middle Upper
Staffed Branch (1)	1	Mount Juliet	300 Pleasant Grove Rd	Mount Juliet	TN	37122	37122-3787	Wilson County	2612	148198A	Middle
Staffed Branch (1)	1	Kensington Place Publix	1731 S Rutherford Blvd	Murfreesboro	TN	37130	37130-5957	Wilson County	2612	143229A	Middle
Staffed Branch (1)	1	Murfreesboro Westside	2504 Old Fort Pkwy	Murfreesboro	TN	37128	37128-4153	Rutherford County	2592	132784A	Middle
Staffed Branch (1)	1	Murfreesboro Murfreesboro Road	806 Medical Center Pkwy 1125 Murfreesboro Pike	Murfreesboro Nashville	TN TN	37129 37217	37129-2724	Rutherford County Rutherford County	2592 2592	210693A 090188A	Upper Middle
Staffed Branch (1)							37217-2212				

BranchType (select one BranchType)										
from list) BranchTypeC	ode PopularBranchName	AddressLine1	AddressLine2 AddressCity	AddressState		AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1) 1	Broadway TN	1711 Broadway	Nashville	TN	37203	37203-2709	Davidson County	2536	090181A	Low
Staffed Branch (1) 1 Staffed Branch (1) 1	Green Hills Nashboro Village Kroger	2019 Richard Jones Rd 2284 Murfreesboro Pike	Nashville Nashville	TN TN	37215 37217	37215-2801 37217-3313	Davidson County Davidson County	2536 2536	090187A 126532A	Upper Upper
Staffed Branch (1) 1	Nashville Main	333 Commerce St	Nashville	TN	37201	37201-1826	Davidson County	2536	077750A	Moderate
Staffed Branch (1) 1	Nolensville Road	4045 Nolensville Pike	Nashville	TN	37211	37211-4547	Davidson County	2536	090189A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	Belle Meade Gallatin Pike	4241 Harding Pike	Nashville Nashville	TN TN	37205 37216	37205-2003 37216-1710	Davidson County Davidson County	2536 2536	090180A 090186A	Middle Upper
Staffed Branch (1) 1	Bellevue TN	7612 Highway 70 S	Nashville	TN	37221	37221-1705	Davidson County	2536	094356A	Middle
Staffed Branch (1) 1	Highway 100 TN Publix	8028-B Highway 100	Nashville	TN	37221	37221-4212	Davidson County	2536	138092A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Hickory Hollow Newport	929 Bell Rd 301 F Main St	Nashville Newport	TN	37013 37821	37013-3103 37821-3141	Davidson County Cocke County	2536 2532	094842A 090210A	Upper Moderate
Staffed Branch (1) 1	Pleasant View	2640 Church St	Pleasant View	TN	37146	37146-8156	Cheatham County	2528	090191A	Upper
Staffed Branch (1) 1	Powell Food City	7350 Clinton Hwy	Powell	TN	37849	37849-5205	Knox County	2564	155579A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Rockwood Rogersville-Highway 66	134 N Gateway Ave 4015 Highway 66 S	Rockwood Rogersville	TN TN	37854 37857	37854-2329 37857-3105	Roane County Hawkins County	2590 2554	107484A 090207A	Middle Middle
Staffed Branch (1) 1	Sevierville TN	901 Parkway	Sevierville	TN	37862	37862-4323	Sevier County	2595	153350A	Middle
Staffed Branch (1) 1	Seymour TN	10304 Chapman Hwy	Seymour	TN	37865	37865-4700	Sevier County	2595	153351A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	Shelbyville-Main Smyrna TN	100 Public Sq N 345 Sam Ridley Pkwy W	Shelbyville Smyrna	TN	37160 37167	37160-3962 37167-5625	Bedford County Rutherford County	2519 2592	090193A 147036A	Middle Middle
Staffed Branch (1) 1	Sparta-Main	189 Mose Drive	Sparta	TN	38583	38583-3401	White County	2610	090198A	Middle
Staffed Branch (1) 1	Sparta-West Bockman	488 W Bockman Way	Sparta	TN	38583	38583-1834	White County	2610	090196A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Spring Hill Walmart Springfield Main TN	4959 Main Street 2127 Memorial Blvd	Spring Hill Springfield	TN	37174 37172	37174-2727 37172-3936	Williamson County Robertson County	2611 2591	155618A 090199A	Upper Moderate
Staffed Branch (1) 1	Tullahoma	308 N Jackson St	Tullahoma	TN	37388	37388-3528	Coffee County	2533	107478A	Middle
Staffed Branch (1) 1	Bountiful	278 S 500 W	Bountiful	UT	84010	84010-8731	Davis County	2872	107701A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Brigham City Smith's Cedar City Smith's	156 S Main St 633 S Main St	Brigham City Cedar City	UT	84302 84720	84302-2529 84720-3548	Box Elder County Iron County	2868	127413A 127429A	Middle Moderate
Staffed Branch (1) 1	Draper Smith's	212 E 12300 S	Draper	UT	84020	84020-8184	Salt Lake County	2884	127424A	Upper
Staffed Branch (1) 1	Farmington Smith's	1316 N Highway 89	Farmington	UT	84025	84025-3841	Davis County	2872	144176A	Upper
Staffed Branch (1) 1 Staffed Branch (1) 1	Herriman Smith's Hurricane	5560 W 13400 S 1060 W State St	Herriman Hurricane	UT	84096 84737	84096-6919 84737-3433	Salt Lake County Washington County	2884 2893	144162A 107516A	Middle Middle
Staffed Branch (1) 1	Kearns	5352 S 4015 W	Kearns	UT	84118	84118	Salt Lake County	2884	107708A	Moderate
Staffed Branch (1) 1	Layton Smith's	1170 E Gentile St	Layton	UT	84040	84040-6802	Davis County	2872	144163A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Layton UT Lehi Smith's	849 W Hill Field Rd 1550 E 3500 N	Layton Lehi	UT UT	84041 84043	84041-4667 84043-3530	Davis County Utah County	2872	148921A 143418A	Moderate Upper
Staffed Branch (1) 1	Logan Smith's	442 N 175 E	Logan	UT	84321	84321-5570	Cache County	2869	143418A 144167A	Moderate
Staffed Branch (1) 1	Magna UT Smith's	8055 W 3500 S	Magna	UT	84044	84044-2218	Salt Lake County	2884	129176A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Midvale Redwood Road	8100 S State St 4135 S Redwood Rd	Midvale	UT	84047 84123	84047-3245 84123-1133	Salt Lake County	2884	107711A 107719A	Moderate Middle
Staffed Branch (1)	North Ogden Smith's	2434 N 400 E	Murray North Ogden	UT	84414	84414-7233	Salt Lake County Weber County	2895	144160A	Middle
Staffed Branch (1) 1	North Salt Lake	1090 N 500 E	North Salt Lake	UT	84054	84054-1918	Davis County	2872	107712A	Middle
Staffed Branch (1) 1	Harrison Blvd Smith's	1485 Harrison Blvd	Ogden	UT	84404	84404-6093	Weber County	2895	127410A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Ogden Ogden Smith's	4275 Harrison Blvd	; ;Ogden Ogden	UT UT	84401 84403	84401-3107 84403-3101	Weber County Weber County	2895 2895	107713A 127645A	Moderate Upper
Staffed Branch (1) 1	Orem UT	1220 S State St	Orem	UT	84097	84097-8231	Utah County	2891	148923A	Moderate
Staffed Branch (1) 1	Orem Smith's	45 S State St	Orem	UT	84058	84058-5417	Utah County	2891	144170A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Park City Payson Smith's	1514 Park Ave 632 S 100 W	Park City Payson	UT UT	84060 84651	84060-5101 84651-2864	Summit County Utah County	2888	107716A 127642A	Middle Moderate
Staffed Branch (1) 1	Pleasant Grove Smith's	210 E 700 S	Pleasant Grove	UT	84062	84062-3510	Utah County	2891	127666A	Middle
Staffed Branch (1) 1	Provo Smith's	350 N Freedom Blvd	Provo	UT	84601	84601-2810	Utah County	2891	127423A	Low
Staffed Branch (1) 1 Staffed Branch (1) 1	Roy UT Rose Park Smith's	4810 S 1900 W 1174 W 600 N	Roy Salt Lake City	UT	84067 84116	84067-2921 84116-2676	Weber County Salt Lake County	2895 2884	148924A 144174A	Middle Moderate
Staffed Branch (1) 1	Central	1575 S Main St	Salt Lake City	UT	84115	84115-5339	Salt Lake County	2884	107703A	Low
Staffed Branch (1) 1	Holladay	1998 E 4800 S	Salt Lake City	UT	84117	84117-5106	Salt Lake County	2884	107707A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Parley's View South Salt Lake	2243 E 2100 S 2714 S 300 W	Salt Lake City Salt Lake City	UT	84109 84115	84109-1130 84115-2902	Salt Lake County Salt Lake County	2884 2884	107717A 107725A	Middle Moderate
Staffed Branch (1) 1	CR England UT	4701 W 2100 S	Salt Lake City	UT	84120	84120-1223	Salt Lake County	2884	126869A	Middle
Staffed Branch (1) 1	Midtown UT	475 E 200 S	Salt Lake City	UT	84111	84111-2102	Salt Lake County	2884	107710A	Middle
Staffed Branch (1) 1	70th South	6940 S Highland Dr	Salt Lake City	UT	84121	84121-3023	Salt Lake County	2884	107724A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	County South Towne	888 E 4500 S	Salt Lake City Sandy	UT	84107 84070	84107-3050 84070-4108	Salt Lake County Salt Lake County	2884	107705A 107726A	Middle : Middle
Staffed Branch (1) 1	94th South Smith's	2039 E 9400 S	Sandy	UT	84093	84093-3100	Salt Lake County	2884	144173A	Upper
Staffed Branch (1) 1	Saratoga Springs Smith's	689 N Redwood Rd	Saratoga Springs	UT	84045	84045-5109 84095-4562	Utah County	2891	144175A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	South Jordan Smith's St. George Main	1634 W South Jordan Pkwy 60 S 100 E	South Jordan St. George	UT	84095 84770	84095-4562 84770-3421	Salt Lake County Davis County	2884 2872	127422A 210694A	Upper Upper
Staffed Branch (1) 1	Syracuse Smith's	951 W 1700 S	Syracuse	UT	84075	84075-9127	Salt Lake County	2884	127643A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Copper Hills Smith's West Jordan	5710 W 7800 S 7080 S 1700 W	West Jordan West Jordan	UT UT	84081 84084	84081-5400 84084-3421	Salt Lake County Salt Lake County	2884 2884	167903A 107727A	Middle Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	West Jordan 56th West Smith's	7080 S 1 700 W 5620 W 4100 S	West Jordan West Valley City	UT	84084 84128	84084-3421 84128-4338	Salt Lake County Salt Lake County	2884	107/2/A 144171A	Middle Moderate
Staffed Branch (1) 1	Anacortes	910 O Ave	Anacortes	WA	98221	98221-1959	Snohomish County	3079	001425A	Moderate
Staffed Branch (1) 1	Smokey Point	17110 Smokey Point Blvd	Arlington	WA WA	98223	98223-8427	King County	3065 3054	084848A 079454A	Moderate
Staffed Branch (1) 1 Staffed Branch (1) 1	Auburn WA Battle Ground Albertsons	401 15th St NE 2108 W Main St	Auburn Battle Ground	WA WA	98002 98604	98002-1604 98604-9143	Clark County King County	3054	0/9454A 116337A	Middle Middle
Staffed Branch (1) 1	Bellevue WA Main	10800 NE 8th St	Bellevue	WA	98004	98004-4461	King County	3065	210191A	Moderate
Staffed Branch (1) 1	Crossroads Rollews Highlands	1128 156th Ave NE 13830 NE 20th St	Bellevue Rollovus	WA WA	98007 98005	98007-4620 98005-2013	King County	3065 3065	210696A 006889A	Upper Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Bellevue Highlands Factoria	4040 Factoria Blvd SE	Bellevue Bellevue	WA	98006	98005-2013	King County Whatcom County	3085	006889A 089326A	Low
Staffed Branch (1) 1	Bellingham	121 W Holly St	Bellingham	WA	98225	98225-4310	Whatcom County	3085	100637A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Bellingham - Meridian Drive Thru Blaine	4040 Meridian St 280 H St	Bellingham Blaine	WA WA	98226 98230	98226-5517 98230-4018	Whatcom County	3085 3075	079354A 079355A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Blaine Bonney Lake	280 H St 21125 State Route 410 E	Blaine Bonney Lake	WA	98230 98391	98230-4018 98391-8457	Pierce County Snohomish County	3075	0/9355A 087988A	Upper Upper
Staffed Branch (1) 1	Canyon Park	23131 Bothell Everett Hwy	Bothell	WA	98021	98021-9362	Kitsap County	3066	084743A	Moderate
Staffed Branch (1) 1	Bremerton	2020 6th St	Bremerton	WA	98337	98337-1034	King County	3065	100638A	Middle
Staffed Branch (1) 1 Staffed Branch (1) 1	Camas Clarkston	430 NE Adams St	Camas Clarkston	WA WA	98607 99403	98607-2132 99403-2010	Clark County Asotin County	3054 3050	089202A 100660A	Moderate Moderate
Staffed Branch (1) 1	Colfax WA	101 N Main St	Colfax	WA	99111	99111-1815	Whitman County	3086	001393A	Middle
Staffed Branch (1) 1	Connell	800 S. Columbia	Connell	WA	99326	99326	Franklin County	3059	100621A	Moderate
Staffed Branch (1) 1 Drive-in (2) 2	Davenport Des Moines Safeway	626 Morgan St 21401 Pacific Hwy S	Davenport Des Moines	WA	99122 98198	99122 98198-6074	King County Lincoln County	3065 3070	001212A 142455A	Middle Middle
Staffed Branch (1) 1	Edmonds	140 4th Ave S	Edmonds	WA	98020	98020-3514	King County	3065	018232A	Moderate
Staffed Branch (1) 1	Central WA University	400 E University Way	Ellensburg	WA	98926	98926-7502	Snohomish County	3079	139212A	Middle
Staffed Branch (1) 1	Ellensburg	500 N Pearl St	Ellensburg	WA	98926	98926-3114	Kittitas County	3067	100639A	Middle

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Enumclaw	955 Cole St	:	Enumclaw	WA	98022	98022-2542	Kittitas County	3067	100671A	Middle
Staffed Branch (1)	1	Ephrata	121 Basin St NW		Ephrata	WA	98823	98823-1623	King County	3065	002750A	Middle
Staffed Branch (1)	1	Everett	1702 Hewitt Ave	i i	Everett	WA	98201	98201-3521	Grant County	3061	001389A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	South Everett Safeway Federal Way	7601 Evergreen Way 1436 S 312th St	1	Everett Federal Way	WA WA	98203 98003	98203 98003-4718	Snohomish County Snohomish County	3079 3079	107951A 003938A	Moderate Moderate
Staffed Branch (1)	<u>. 1</u>	Twin Lakes	33650 21st Ave SW	Suite 200	Federal Way	WA	98023	98023	King County	3065	213477A	Middle
Staffed Branch (1)	1	Ferndale WA	2031 Main St	1	Ferndale	WA	98248	98248-9468	King County	3065	210697A	Moderate
Staffed Branch (1)	11	Freeland	5560 Harbor Ave		Freeland	WA	98249	98249-3007	Whatcom County	3085	012973A	Middle
Staffed Branch (1) Staffed Branch (1)	1	Gig Harbor Grandview WA	7101 Stinson Ave 120 E 2nd St	<u> </u>	Gig Harbor Grandview	WA WA	98335 98930	98335-1138 98930-1346	Island County Pierce County	3063 3075	153452A 001206A	Upper Middle
Staffed Branch (1)	i i	Hoquiam	727 Simpson Ave	:	Hoquiam	WA	98550	98550-3609	Yakima County	3087	001388A	Moderate
Staffed Branch (1)	1	Issaquah	1295 NW Gilman Blvd		Issaquah	WA	98027	98027-5306	Grays Harbor County	3062	070892A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 1	Kenmore WA Columbia Center	6460 NE Bothell Way 1221 N Columbia Center Blvd		Kenmore Kennewick	WA WA	98028 99336	98028-4819 99336-1117	King County	3065 3065	014655A 210698A	Middle Upper
Staffed Branch (1)	1 1	Clearwater	5207 W Clearwater Ave	1	Kennewick	WA	99336	99336-1930	King County Benton County	3051	100668A	Upper
Staffed Branch (1)	1	Kent East Hill	10231 SE 240th St		Kent	WA	98031	98031-4895	Benton County	3051	210705A	Moderate
Staffed Branch (1)	1 1	Covington	17601 SE 272nd St	i	Kent	WA	98042	98042-4919	King County	3065	079455A	Moderate
Staffed Branch (1) Staffed Branch (1)	. 1	Kent	305 4th Ave N 13233 100th Ave NE	-;	Kent Kirkland	WA WA	98032 98034	98032-4431 98034-5201	King County King County	3065 3065	210706A 210707A	Low
Staffed Branch (1)	1	Kirkland	177 Central Way		Kirkland	WA	98033	98033-6107	King County	3065	005723A	Upper
Staffed Branch (1)	1	Lacey	5520 Martin Way E		Lacey	WA	98516	98516-6326	Thurston County	3082	090305A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 1	Lake Stevens Safeway	717 State Route 9 NE 202 Anthes Ave	:	Lake Stevens	WA WA	98258 98260	98258-7992 98260	Snohomish County Island County	3079 3063	155320A 012972A	Moderate
Staffed Branch (1)	1	Liberty Lake Safeway	1304 N Liberty Lake Rd	_ i	Langley Liberty Lake	WA	99019	99019-8523	Spokane County	3080	092343A	Upper
Staffed Branch (1)	1	Longview	1452 Hudson St	1	Longview	WA	98632	98632-3066	Cowlitz County	3056	210708A	Moderate
Staffed Branch (1)	1	Lynden	218 Front St		Lynden	WA	98264	98264-1419	Whatcom County	3085	079453A	Middle
Staffed Branch (1) Staffed Branch (1)	; 1	Alderwood Mall Fred Meyer 44th Avenue	2902 164th St SW 4411 196th St SW	- 1	Lynnwood Lynnwood	WA WA	98087 98036	98087-3201 98036-5510	Snohomish County Snohomish County	3079 3079	147272A 210709A	Middle Moderate
Staffed Branch (1)	1 1	Maple Valley Fred Meyer	26520 Maple Valley-Black Diamond Rd SE	1	Maple Valley	WA	98038	98038-8394	King County	3065	153887A	Middle
Staffed Branch (1)	1	Mercer Island	2737 78th Ave SE	<u> </u>	Mercer Island	WA	98040	98040-2843	King County	3065	089562A	Upper
Staffed Branch (1)	: 1	Milton Safeway Monroe WA	900 Meridian E 19387 State Route 2	1	Milton	WA WA	98354	98354-7031	Pierce County	3075 3079	117026A 087871A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Monroe WA Moses Lake	1938 / State Route 2 203 E 3rd Ave	1	Monroe Moses Lake	WA WA	98272 98837	98272-1517 98837-1707	Snohomish County Grant County	3079 3061	08/8/1A 003993A	Upper Middle
Staffed Branch (1)	i	Mountlake Terrace	5703 232nd St SW	•	Mountlake Terrace	WA	98043	98043-4635	Skagit County	3077	007163A	Moderate
Staffed Branch (1)	1 1	Riverside	1508 Riverside Dr	i	Mt. Vernon	WA	98273	98273-2444	Snohomish County	3079	079357A	Moderate
Staffed Branch (1) Staffed Branch (1)	1 1	Mukilteo Oak Harbor	3710 Harbour Pointe Blvd SW 836 NE Midway Blvd		Mukilteo Oak Harbor	WA WA	98275 98277	98275-6000 98277-2666	Snohomish County Island County	3079 3063	088815A 079358A	Moderate Middle
Staffed Branch (1)	1	Olympia	402 Capitol Way S	_ i	Olympia	WA	98501	98501-1096	Thurston County	3082	100642A	Upper
Staffed Branch (1)	1	Othello	401 E Main St	į	Othello	WA	99344	99344-1146	Adams County	3049	009888A	Middle
Staffed Branch (1)	1 1	Othello Remote Drive-Up	665 E Main St		Othello	WA WA	99344 99301	99344-1101 99301-5475	Adams County	3049 3059	079482A 006433A	Middle
Staffed Branch (1) Staffed Branch (1)	1	Pasco Port Angeles	215 N. 10th Avenue 134 E 7th St	<u>:</u>	Pasco Port Angeles	WA	98362	98362-6127	Franklin County Clallam County	3053	014390A	Low Moderate
Staffed Branch (1)	1 1	Port Orchard Albertsons	1434 Olney St SE	1	Port Orchard	WA	98366	98366-4041	Kitsap County	3066	110402A	Moderate
Staffed Branch (1)	1	Sedgwick & Sidney Albertsons	370 SW Sedgwick Rd		Port Orchard	WA	98367	98367-6432	Kitsap County	3066	210722A	Middle
Staffed Branch (1) Staffed Branch (1)	: 1	Port Townsend Poulsbo Safeway	1239 Water St 19245 10th Ave NE	-1	Port Townsend Poulsbo	WA WA	98368 98370	98368-6709 98370-7456	Jefferson County Kitsap County	3064 3066	024548A 167228A	: Middle Middle
Staffed Branch (1)	1	Prosser	1022 Meade Ave		Prosser	WA	99350	99350-1388	Benton County	3051	001214A	Middle
Staffed Branch (1)	1	Washington State University Pullman	1500 NE Terrell Mall		Pullman	WA	99163	99163	Whitman County	3086	143127A	Moderate
Staffed Branch (1)	1	Pullman South Hill	301 E Main St		Pullman	WA WA	99163	99163-2620	Whitman County	3086	007873A	Upper
Staffed Branch (1) Staffed Branch (1)	: 1	Puvallup	222 39th Ave SW 302 S Meridian		Puyallup !Puvallup	WA	98373 98371	98373-3600 98371-5914	Pierce County Pierce County	3075	089191A 100632A	Middle
Drive-in (2)	2	Canyon Crossing Safeway	5616 176th St E		Puyallup	WA	98375	98375-9309	Pierce County	3075	142966A	Middle
Staffed Branch (1)	1	Quilcene	14890 Center Rd		Quilcene	WA	98376	98376	Jefferson County	3064	024549A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Reardan Bear Creek	100 West Broadway Avenue 17020 Redmond Way		Reardan Redmond	WA WA	99029 98052	99029 98052-4430	Lincoln County King County	3070 3065	001211A 100652A	Middle Upper
Staffed Branch (1)	1	Spring Glen	17604 108th Ave SE		Renton	WA	98055	98055-6451	King County	3065	210723A	Middle
Staffed Branch (1)	1	Renton Hills	4513 NE 4th St	1	Renton	WA	98059	98059-5006	King County	3065	210724A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Renton Main Richland	858 S 2nd St 701 Jadwin Ave		Renton Richland	WA WA	98057 99352	98057-2118 99352-4217	King County Benton County	3065 3051	001387A 009805A	Middle Middle
Staffed Branch (1)	1	Royal City	131 Evergreen Ave NW		Royal City	WA	99357	99357	Grant County	3061	210726A	Moderate
Staffed Branch (1)	1	Sammamish	653 228th Ave NE	1	Sammamish	WA	98074	98074-7241	King County	3065	213205A	Upper
Staffed Branch (1)	1	Roosevelt	1023 NE 63rd St		Seattle	WA WA	98115	98115-6605 98102-5711	King County	3065	005947A	Middle
Staffed Branch (1) Staffed Branch (1)	. 1	Capitol Hill WA Seattle Main	135 Broadway E 1420 5th Ave	:	Seattle Seattle	WA WA	98102 98101	98102-5711	King County King County	3065 3065	009242A 106980A	Moderate Middle
Staffed Branch (1)	1	Burien	14641 1st Ave S	1	Seattle	WA	98168	98168-3423	King County	3065	009289A	Moderate
Staffed Branch (1)	1	Starbucks Center	2401 Utah Ave S		Seattle	WA	98134	98134-1431	King County	3065	98134	Middle
Staffed Branch (1) Staffed Branch (1)	1	University Village QFC Rainier Valley	2746 NE 45th St 2910 Rainier Ave S		Seattle Seattle	WA WA	98105 98144	98105-5099 98144-6012	King County King County	3065 3065	150800A 005221A	Upper Middle
Staffed Branch (1)	1	Seattle Pacific	301 W Nickerson St	;	Seattle	WA	98119	98119-1509	King County	3065	100649A	Middle
Staffed Branch (1)	1	Magnolia	3124 W Mcgraw St		Seattle	WA	98199	98199-3362	King County	3065	015938A	Upper
Staffed Branch (1)	1 1	University of Washington	4001 East Stevens Way NE		Seattle Seattle	WA WA	98185	98185 98116-4536	King County	3065	154143A 210722A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	West Seattle University of Washington Bookstore	4200 SW Edmunds St 4326 University Way NE	į.	Seattle	WA	98116 98105	98105-5809	King County King County	3065 3065	210733A 138257A	Middle Low
Staffed Branch (1)	1	Belltown	504 Bell St		Seattle	WA	98121	98121-1777	King County	3065	100645A	Middle
Staffed Branch (1)	1	Ballard Northeate	6100 15Th Ave NW	1	Seattle	WA	98107	98107-2303	King County	3065	003357A	Middle
Staffed Branch (1) Staffed Branch (1)	1	Northgate White Center	815 NE Northgate Way 9800 15th Ave SW	i	Seattle Seattle	WA WA	98125 98106	98125-7311 98106-2822	King County King County	3065 3065	004547A 017320A	Moderate Moderate
Staffed Branch (1)	1	Sedro Woolley	218 Woodworth St	,	Sedro Woolley	WA	98284	98284-1433	Skagit County	3077	100647A	Middle
Staffed Branch (1)	1	Selah	115 E 1st Ave		Selah	WA	98942	98942-1432	Yakima County	3087	100619A	Middle
Staffed Branch (1) Staffed Branch (1)	1	Sequim Shoreline Safeway	101 W Washington St 17202 15th Ave NE		Sequim Shoreline	WA WA	98382 98155	98382-3337 98155-5130	Clallam County King County	3053 3065	014391A 153827A	Moderate Middle
Staffed Branch (1)	1	Spanaway Spanaway	17305 Pacific Ave S		Spanaway	WA	98155	98387-8209	Pierce County	3075	153827A 090491A	Moderate
Staffed Branch (1)	1 1	Northpointe Safeway	10100 N Newport Hwy	1	Spokane	WA	99218	99218-1369	Spokane County	3080	091918A	Moderate
Staffed Branch (1)	1	Indiana Ave	102 W Indiana Ave		Spokane	WA	99205	99205-4827	Spokane County	3080	001624A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Lincoln Heights Spokane Main	2807 E 29th Ave 428 W Riverside Ave	- 1	Spokane Spokane	WA WA	99223 99201	99223-4809 99201-0301	Spokane County Spokane County	3080 3080	005506A 077324A	Middle Moderate
Staffed Branch (1)	1	Manito	621 E 30th Ave	1	Spokane	WA	99203	99203-3180	Spokane County	3080	003840A	Middle
Staffed Branch (1)	1	Gonzaga University	702 E Desmet Ave		Spokane	WA	99202	99202	Spokane County	3080	138040A	Moderate
		North Spokane	7307 N Division St	10	:Spokane	WA	99208	99208-6545	Spokane County	3080	010148A	Upper
Staffed Branch (1)												
	1 1	Millwood Safeway Spokane Valley	8851 E Trent Ave 9019 E Appleway Blvd		Spokane Spokane Valley	WA WA	99212 99212	99212-2332 99212-2943	Spokane County Spokane County	3080 3080	094874A 009924A	Middle Middle

U.S. BANK N.A. BRANCHES (As of September 9, 2021) BranchType (select one from list) BranchTypeCode PopularBranchName AddressLine1 AddressLine2 AddressCity AddressState AddressZIP AddressZIP4 BranchCounty(select) AddressCountyID BranchCertificationNumber IncomeDesignation Staffed Branch (Middle Sunnyside Pierce County Tacoma WA 98402 98402-2917 Yakima County 008949A Staffed Branch (1) University Place Safeway 3842 Bridgeport Way W Tacoma WA 98466 98466-4427 Pierce County 3075 092315A Middle 98407-5203 Proctor 3916 N 26th St Tacoma WA 98407 Pierce County 100673A 3075 Upper Fircrest-James Center 98466 6723 S 19th St Tacoma 087983A Middle affed Branch (1 72nd & Pacific 7020 Pacific Ave Tacoma WA 98408 98408-7219 Pierce County 100625A Middle Lincoln WA Tacoma WA 98418 Pierce County 9310 Bridgeport Way SW WA 98499 98499-1569 Pierce County 087989A Middle Lakewood WA Tacoma affed Branch (Tonasket 409 S Whitcomb Ave Tonasket WA 98855 Okanogan County Middle Tukwila Andover Park 151 Andover Park E Tukwila W/A 98188 98188-2902 King County 3065 Moderate 98684 WA Middle affed Branch (* Cascade 11621 SE Mill Plain Blvd Vancouver 98684-5048 Pierce County affed Branch (1) Salmon Creek 13001 NE Highway 99 Vancouver WA 98686 98686-2727 Clark County 022112A Moderate WA 98660 98683 1149584 16415 SE McGillivray Blvd 3054 Staffed Branch (1 Fisher's Landing Vancouver 98683-3400 Clark County 080675A Moderate Clark County Andresen 7003 NE 40th St WA 98661 98661-3060 Clark County 089201A Staffed Branch (1) Vashon Island 9910 SW Bank Rd Vashon WA 98070 98070-4983 Clark County 3054 003541A Middle 99037-9701 Sprague & Sulliva 15426 E Sprague Ave Veradale WA 99037 King County Middle Staffed Branch (WA 99362 99362-1905 Middle affed Branch (* Warden - South 116 S Main St Warden WA 9885 98857-9651 Grant County 002752A Middle 98801 Chelan County 084742A Woodinville 13216 NE 175th St Woodinville WA 98072 98072-8534 King County Middle 569 Goerig St Woodland WA Woodland WA 98674 98674-9442 Cowlitz County 3056 018481A Middle Staffed Branch (1) Nob Hill Safeway 2204 W Nob Hill Blvd Yakima WA 98902 98902-6200 Yakima County 3087 019266A Middle 98902 WA Southgate WA 315 W Nob Hill Blvd Yakima 98902-4669 Yakima County Moderate affed Branch (1 Yakima Main 404 W Yakima Ave Yakima WA 98902 98902-3409 Yakima County 3087 019261A Low taffed Branch Chalet Mall Yakima W/A 98908 Upper Middle 54301-2256 3092 taffed Branch (1) Green Bay Allouez 1950 S Webster Ave 210751A Allouez Brown County Almena WI Almena 54805 Barron County Middle Appleton Main 200 N Durkee St Appleton 54911 54911-5480 Outagamie County 210737A Moderate 54914 taffed Branch (1) Appleton Grand Chute 2445 W Northland Ave Appleton 54914-1302 Outagamie County 3132 210738A Middle 150133A Staffed Branch (1) Appleton East WI 3300 E Calumet St 54915 54915-4127 Middle Appleton Outagamie County 400 W Brown Deer Rd 53217 Upper Staffed Branch (1) Market Square 17195 W Bluemound Rd Brookfield 53005 53005-5933 Waukesha County 070766A Upper Upper Middle taffed Branch (* Brookfield Square 205 N Moorland Rd Brookfield 53005 53005-6015 Waukesha County 084311A Milwaukee County Staffed Branch (4200 W Brown Deer Rd Brown Deer 53209-1210 077992A Staffed Branch (1) Butler 13195 W Hampton Ave Butler WI 53007 53007-1650 Waukesha County 087886A Middle Staffed Branch (1) Cedarburg N61 W6312 Turner St Cedarburg WI 53012 53012-1971 Ozaukee County 084302A Upper 1660 County Highway OO 54729 Chippewa Fal Cumberland WI 1485 2nd Ave 54829 Barron County 210740A Middle Staffed Branch (* Delafield 2805 Heritage Dr Delafield 53018 53018-2128 Waukesha County 084309A Upper affed Branch (1) Delavan Eau Claire Main Drive Up 1121 E Geneva St Delavan 53115-2005 Walworth County 3152 072763A Middle Staffed Branch (1) Eau Claire Main 131 S Barstow St Eau Claire WI 54701 54701-3619 Eau Claire County 210742A Moderate 54701 Upper Middle taffed Branch (1) Eau Claire Sky Park 1535 W Hamilton Ave Eau Claire WI 54701-5102 Eau Claire County 3105 210747A Staffed Branch (1) 4640 Golf Rd Eau Claire 54701 54701-3107 Eau Claire County 210746A

BranchType (select one from list)	BranchType	Code PopularBranchName	AddressLine1	AddressLine2 AddressCity	AddressState Addr	essZIP AddressZIP	4 BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	University WI of Eau Claire	77 Roosevelt Ave	Eau Claire	WI 54	701 54701-5218	Eau Claire County	3105	153922A	Upper
taffed Branch (1)	1	Elkhorn WI	101 E Walworth St	Elkhorn		121 53121-1748		3152	094745A	Upper
taffed Branch (1)	1	Elm Grove	945 Elm Grove Rd	Elm Grove		122 53122-2530		3155	087888A	Upper
Staffed Branch (1) Staffed Branch (1)	1	Fond du Lac Drive-Up Fond du Lac	55 3rd St 55 S Main St	Fond du Lac Fond du Lac		935 54935-4413 935 54935-4232	Fond du Lac County Fond du Lac County	3107 3107	032448A 032447A	Moderate Moderate
Staffed Branch (1)	1	Franklin WI	9109 W Drexel Ave	Franklin		132 53132-9602		3128	010892A	Upper
Staffed Branch (1)	1	Frederic WI	114 Wisconsin Ave S	Frederic		337 54837-7905	Polk County	3136	210748A	Middle
Staffed Branch (1)	1	Germantown	N96W18480 County Line Rd	Germantown		022 53022-4550		3154	087889A	Upper
Staffed Branch (1) Staffed Branch (1)	1	Bay Shore	5888 N Port Washington Rd	Glendale Grafton		217 53217-4511 024 53024-9011	Milwaukee County	3128 3133	074716A 147514A	Middle
Staffed Branch (1)	1	Grafton WI Green Bay Lombardi	2368 Washington St 1317 Lombardi Access Road	Green Bay		304 54304-4058		3133	210752A	Upper I Middle
Staffed Branch (1)	1	Green Bay	425 Pine St	Green Bay		301 54301-5137		3092	210750A	Middle
Orive-in (2)	: 2	Southridge	5434 S 76th St	Greendale		129 : 53129-1129		3128	083547A	Middle
Staffed Branch (1)	1	Greenfield	4333 S 27th St	Greenfield		221 53221-1833		3128	084304A	Middle
Staffed Branch (1) Staffed Branch (1)	: 1	Hartford WI Hartland	1472 E Sumner St 160 E Capitol Dr	Hartford Hartland		027 53027-2605 029 53029-2104	Washington County Waukesha County	3154 3155	087890A 087891A	Middle Upper
Staffed Branch (1)	i i	Hudson WI	1101 Pearson Dr	Hudson		016 54016-8731	St. Croix County	3143	095578A	Middle
Staffed Branch (1)	1	Janesville Madison	2732 Milton Ave	Janesville		545 53545-0233	Rock County	3141	210754A	Moderate
Staffed Branch (1)	1	Parkside	1800 22nd Ave	Kenosha		140 53140-1407	Kenosha County	3117	012079A	Moderate
Staffed Branch (1)	1	Kenosha South West Kenosha	3314 80th St 5621 75th St	Kenosha		142 53142-4901 142 53142-3601	Kenosha County	3117 3117	094295A 026609A	Moderate Middle
Staffed Branch (1) Staffed Branch (1)	1	Kenosha Meijer	7701 Green Bay Rd	Kenosha Kenosha		142 53142-4043	Kenosha County Kenosha County	3117	168100A	Middle
Staffed Branch (1)	1	La Crosse	201 Main St	La Crosse		501 54601-3294	La Crosse County	3119	004203A	Moderate
Staffed Branch (1)	1	Lake Geneva	303 Center St	Lake Geneva	WI 53	147 53147-1903	Walworth County	3152	095704A	Middle
Staffed Branch (1)	1	Capitol Square Madison	1 S Pinckney St	Madison		703 53703-2892	Dane County	3100	116637A	Middle
Staffed Branch (1)	1	Fitchburg Madison	2961 Yarmouth Greenway Dr	Madison		711 53711-5809		3100	210758A	Upper
Staffed Branch (1) Staffed Branch (1)	1 1	Hilldale Madison University Square Madison	3609 University Ave 389 East Campus Mall	Madison Madison		705 53705-2142 715 53715-1269	Dane County Dane County	3100 3100	032229A 146763A	Low Moderate
Staffed Branch (1)	1 1	West Towne Madison	402 Gammon PI	Madison		719 53719-1045	Dane County Dane County	3100	210759A	Middle
Staffed Branch (1)	1	East Towne Madison	4602 E Towne Blvd	Madison		704 53704-3730	Dane County	3100	210757A	Upper
Staffed Branch (1)	1	Sauk Trails Madison	8000 Excelsior Dr	Madison	WI 53	717 53717-1914	Dane County	3100	210756A	Middle
Staffed Branch (1)	1	Manitowoc Main	1617 Washington St	Manitowoc		220 54220-5047		3123	210760A	Middle
Staffed Branch (1)	1	Appleton Menasha	150 Main St	Menasha Menampana Falla		952 54952-3385 051 53051-5660		3158 3155	210761A	Moderate
Staffed Branch (1) Staffed Branch (1)	1	Kohls Menomonee Falls	N56 W17000 Ridgewood Dr N78 W14545 Appleton Ave	Menomonee Falls Menomonee Falls		051 53051-5660 051 53051-4382	Waukesha County Waukesha County	3155	135260A 087894A	Upper Upper
Staffed Branch (1)	1	Meguon	11111 N Port Washington Rd	Meguon		092 53092-5010		3133	084303A	Upper
Staffed Branch (1)	1	103rd and Silver Spring WI Walmart	10330 W Silver Spring Dr	Milwaukee	WI 53	225 53225-3248	Milwaukee County	3128	154146A	Middle
Staffed Branch (1)	1	Farwell	2303 N Farwell Ave	Milwaukee		211 53211-4402	Milwaukee County	3128	001124A	Middle
Staffed Branch (1)	; 1	Wisconsin at 26th	2537 W Wisconsin Ave	Milwaukee		233 53233-1829		3128	001127A	Low
Staffed Branch (1) Staffed Branch (1)	! 1	Villard	3720 W Villard Ave 4015 S Howell Ave	Milwaukee Milwaukee		209 53209-4716 207 53207-4407	Milwaukee County Milwaukee County	3128 3128	001123A 000755A	Low Moderate
Staffed Branch (1)	1	North at 52nd	5220 W North Ave	Milwaukee		208 53208-1139		3128	000756A	Middle
Staffed Branch (1)	1	Midtown WI	5526 W Capitol Dr	Milwaukee		216 53216-2243	Milwaukee County	3128	210762A	Moderate
Staffed Branch (1)	1	Oklahoma @ 74th	7325 W Oklahoma Ave	Milwaukee		219 53219-2854		3128	000637A	Middle
Staffed Branch (1)	111	Good Hope Road WI	7500 W Good Hope Rd	Milwaukee		223 53223-4623	Milwaukee County	3128	083421A	Moderate
Staffed Branch (1)	1	Center	777 E Wisconsin Ave	Milwaukee Milwaukee		202 53202-5300		3128 3128	116635A 121147A	Upper
Staffed Branch (1) Staffed Branch (1)	1	Froedtert Memorial Lutheran Hospital Mitchell WI	939 W Historic Mitchell St	Milwaukee Milwaukee		226 53226-3522 204 53204-3534		3128	121147A 000090A	Upper
Staffed Branch (1)	1	Capitol & Lisbon	9921 W Capitol Dr	Milwaukee		222 53222-1434		3128	000636A	Middle
Staffed Branch (1)	1	Minocqua Main	9670 State Highway 70	Minocqua	WI 54	548 54548-9055	Oneida County	3131	210763A	Middle
Staffed Branch (1)	. 1	Muskego	S75 W17125 Janesville Rd	Muskego		150 : 53150-7707	Waukesha County	3155	010951A	Upper
Staffed Branch (1)	1 1	New Berlin	15305 W National Ave	New Berlin		151 53151-5154 937 54937-1336		3155 3107	092346A 210766A	Middle Middle
Staffed Branch (1) Staffed Branch (1)	1	North Fond du Lac Oak Creek Meijer	718 Wisconsin Ave 171 W Town Square Way	North Fond du Lac Oak Creek		937 54937-1336 154 53154-6801	Fond du Lac County Milwaukee County	3107	210700A 168099A	Middle
Staffed Branch (1)	1	Oconomowoc	1674 Old Schoolhouse Rd	Oconomowoc		066 : 53066-1396	Waukesha County	3155	087897A	Upper
Staffed Branch (1)	1	Onalaska Festival Foods	1260 Crossing Meadows Dr	Onalaska		550 54650-8666	La Crosse County	3119	084360A	Middle
Staffed Branch (1)	1	Oshkosh	111 N Main St	Oshkosh		901 54901-4812	Winnebago County	3158	210767A	Middle
Staffed Branch (1)	1	Oshkosh Southwest	1620 W 20th Ave	Oshkosh		902 54902-6155		3158	210768A	Middle
Staffed Branch (1) Staffed Branch (1)	1	Silvernail Portage Downtown	2040 Silvernail Rd	Pewaukee Portage		072 : 53072-5524 901 53901-2136		3155 3098	084310A 210769A	Upper Moderate
Staffed Branch (1)	1	Portage Downtown Portage Northridge	238 W Wisconsin St 2848 New Pinery Rd	Portage Portage		901 53901-9223		3098	210769A 210771A	Moderate
Staffed Branch (1)	1	Fond du Lac Princeton	102 S Pearl St	Princeton		968 54968-9154		3111	210772A	Middle
Staffed Branch (1)	1	Racine	4701 Washington Ave	Racine		106 53406-4232	Racine County	3139	092956A	Moderate
Staffed Branch (1)	1	Rice Lake Main WI	138 N Main St	Rice Lake		368 54868-1774		3090	210773A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Cedar Mall WI Fond du Lac Ripon	2950 S Main St 738 W Fond du Lac St	Rice Lake Ripon		368 54868-2938 971 54971-9292	Barron County Fond du Lac County	3090 3107	210774A 210775A	Middle Middle
Staffed Branch (1)	1	Wausau Weston	5802 Camp Phillips Rd	Schofield		476 54476-3706		3151	210777A 210777A	Middle
Staffed Branch (1)	1	Sheboygan Southwest	1450 S 12th St	Sheboygan		081 53081-5242		3124	210778A	Middle
Staffed Branch (1)	1	Sheboygan Main	605 N 8th St	Sheboygan		081 53081-4525	Sheboygan County	3147	210779A	Moderate
Staffed Branch (1)	1	Sheboygan Driveup	611 Center Ave	Sheboygan		081 53081	Sheboygan County	3147	210780A	Moderate
Staffed Branch (1)	1 1	Siren WI	24049 State Road 35	Siren		372 54872-8004 558 54558-9752	Sheboygan County	3147	210781A	Moderate
Staffed Branch (1) Staffed Branch (1)	1	St. Germain University of WI Stevens Point	309 Sunrise Ln 1015 Reserve St	St. Germain Stevens Point		558 54558-9752 481 54481-3866	Burnett County Portage County	3094	210776A 142112A	Moderate Middle
Staffed Branch (1)	1	Stevens Point	5673 US Highway 10 E	Stevens Point		182 54482-9183		3137	210782A	Upper
Staffed Branch (1)	1	Sun Prairie Madison	2311 Windsor St	Sun Prairie	WI 53	590 53590-1673	Dane County	3100	210783A	Middle
Staffed Branch (1)	1	Sussex	N64W24879 Main St	Sussex		089 53089-2649		3155	087898A	Middle
Staffed Branch (1)	1 1	Twin Lakes WI	720 N Lake Ave	Twin Lakes		181 53181-9511	Kenosha County	3117	026614A 210784A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	Manitowoc Two Rivers Sunset	1516 Washington St 101 E Sunset Dr	Two Rivers Waukesha		241 54241-3045 189 53189-7601	Manitowoc County Waukesha County	3123 3155	210/84A 084307A	Middle Moderate
Staffed Branch (1)	1	Waukesha South Walmart	2000 S West Ave	Waukesha		189 53189-7516	Waukesha County Waukesha County	3155	153272A	Moderate
Staffed Branch (1)	1	Waunakee Madison	127 W Main St	Waunakee		597 53597-1127	Dane County	3100	210785A	Middle
Orive-in (2)	2	Waunakee Remote Drive Up	200 S Century Ave	Waunakee	WI 53	597 53597-1250	Dane County	3100	210786A	Middle
Staffed Branch (1)	1	Wausau Stewart Avenue	2620 Stewart Ave	Wausau		101 54401-4170	Marathon County	3124	092214A	Upper
Staffed Branch (1) Staffed Branch (1)	1	Wausau Main	401 5th St 450 E Main St	Wausau		403 54403-5470 982 54982-8119		3124	113176A 210787A	Moderate Middle
Staffed Branch (1)	1 1	Oshkosh Wautoma San Camillo Retirement Center	450 E Main St 10200 W Bluemound Rd	Wautoma Wauwatosa		982 54982-8119 226 53226-4347		3157 3128	210/8/A 121504A	Middle Middle
	1 1	Mayfair	2323 N Mayfair Rd	Wauwatosa		226 : 53226	Milwaukee County	3128	084305A	Middle
		Webster WI	26541 Lakeland Ave N	Webster		393 54893-8101		3094	210788A	Middle
Staffed Branch (1) Staffed Branch (1)	1	AAGDZIGI AAI								
Staffed Branch (1) Staffed Branch (1) Staffed Branch (1)	1 1	West Bend	2165 W Washington St	West Bend		095 53095-2205		3154	087899A	Middle
Staffed Branch (1) Staffed Branch (1)	1 1			West Bend West Milwaukee Wisconsin Ranids	WI 53	095 53095-2205 215 53215-1334 495 54495-2766	Milwaukee County	3154 3128 3159	087899A 154884A 098902A	Middle Moderate Moderate

							U.S. BANK N.A. BRANC (As of September 9, 2)							
BranchType (select one from list)	Bran	chTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressSta	e AddressZ	P	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Drive-in (2)	•	2	Casper	435 W 1st St	i	Casper	WY	82601	- 1	82601-2407	Natrona County	3227	106768A	Moderate
Staffed Branch (1)		1	Cheyenne - Frontier	1437 Prairie Ave		Cheyenne	WY	82009		82009-4839	Laramie County	3225	106732A	Upper
Staffed Branch (1)	•	1	Cheyenne - Downtown	2020 Carey Ave		Cheyenne	WY	82001	- 1	82001-3617	Laramie County	3225	106894A	Moderate
Staffed Branch (1)		1	Cody	1132 Beck Ave		Cody	WY	82414		82414-3624	Park County	3229	106738A	Middle
Staffed Branch (1)	•	1	Evanston	748 Main St	1	Evanston	WY	82930		82930-3553	Uinta County	3235	106733A	Middle
Staffed Branch (1)		1	Gillette	509 S Douglas Hwy		Gillette	WY	82716		82716-4030	Campbell County	3217	106739A	Middle
Staffed Branch (1)	•	1	Green River	285 Uinta Dr	1	Green River	WY	82935		82935-4814	Sweetwater County	3233	106734A	Upper
Staffed Branch (1)		1	Jackson Powderhorn WY	185 Powderhorn Ln		Jackson	WY	83001		83001-8426	Teton County	3234	146787A	Upper
Staffed Branch (1)	•	1	Laramie	568 N 3rd St	ii	Laramie	WY	82072		82072-3022	Albany County	3215	106735A	Moderate
Staffed Branch (1)		1	Riverton	215 N Broadway Ave		Riverton	WY	82501		82501-3542	Fremont County	3221	106741A	Moderate
Staffed Branch (1)	•	1	Rock Springs	1510 Dewar Dr	i i	Rock Springs	WY	82901		82901-5788	Sweetwater County	3233	106736A	Middle
Staffed Branch (1)		1	Sheridan WY	203 S Main St		Sheridan	WY	82801		82801-4856	Sheridan County	3231	106742A	Middle
Staffed Branch (1)	:	1	Worland	100 S 15th St	1	Worland	WY	82401		82401-3536	Washakie County	3236	106743A	Moderate

PUBLIC EXHIBIT 3

LIST OF UNION BANK'S BRANCHES

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Agoura Hills Branch	29015 Thousand Oaks Blvd		Agoura Hills	CA	91301	91301-1604	Los Angeles County	208	4366124	Upper
Staffed Branch (1)	1 1	Alamo Branch	3191 Danville Blvd	i	Alamo	CA	94507	94507-1920	Contra Costa County		3794663	Upper
Staffed Branch (1)	1	Anaheim-Loara High School Branch	1765 W Cerritos Ave	•	Anaheim	CA	92804	92804-6197	Orange County	219	4932891	Moderate
Staffed Branch (1)	1	Arcadia Branch	1045 W Huntington Dr	:	Arcadia	CA	91007	91007-6536	Los Angeles County	208	3777321	Upper
Staffed Branch (1)	1	Cerritos Center Branch	18616 Gridley Rd		Artesia	CA	90701	90701-5408	Los Angeles County	208	225269	Middle
Staffed Branch (1)	1	Atascadero Branch	7199 El Camino Real	!	Atascadero	CA	93422	93422-4525	San Luis Obispo County	229	563868	Middle
Staffed Branch (1)	1	Auburn Branch	874 Lincoln Way		Auburn	CA	95603	95603-4807	Placer County	220	429067	Moderate
Staffed Branch (1)	1	East Hills Branch	2641 Oswell St	_ !	Bakersfield	CA	93306	93306-3148	Kern County	204	863269	Upper
Staffed Branch (1)	1	Stockdale Village Branch	5400 Stockdale Hwy		Bakersfield	CA	93309	93309-2502	Kern County	204	560166	Upper
Staffed Branch (1)	1 1	University Centre Branch	9200 Ming Ave		Bakersfield	i CA	93311	93311-1384	Kern County	204	3595169	Upper
Staffed Branch (1)	1	Barstow Branch	239 E Main St		Barstow	CA	92311	92311-2323	San Bernardino County	225	1002560	Low
Staffed Branch (1)	1	Bellflower Branch	9738 Alondra Blvd 2333 Shattuck Ave		Bellflower	CA CA	90706 94704	90706-3659 94704-1516	Los Angeles County Alameda County	208	916567 613268	Moderate
Staffed Branch (1)	<u> </u>	Berkeley Branch Beverly Hills Branch	9460 Wilshire Blvd	·	Berkeley Beverly Hills	. CA	94704	90212-2732	Los Angeles County	208	875169	Low
Staffed Branch (1) Staffed Branch (1)	1	Big Bear Branch	42138 Big Bear Blvd		Big Bear Lake	CA	92315	92315	San Bernardino County	225	377560	Upper Middle
Staffed Branch (1)	1 1	Bishop Branch	362 N Main St		Bishop	CA	93514	93514-2741	Inyo County	203	4969	Middle
Staffed Branch (1)	1	Blue Jay Branch	27321 N Bay Rd		Blue Jay	CA	92317	92317	San Bernardino County	225	3302666	Middle
Staffed Branch (1)	1 1	Blythe Branch	100 W Hobsonway		Blythe	CA	92225	92225-1617	Riverside County	222	1003062	Moderate
Staffed Branch (1)	1	Brea Branch	203 W Imperial Hwy	•	Brea	CA	92821	92821-4907	Orange County	219	3236471	Middle
Staffed Branch (1)	1	Buena Park Branch	8301 La Palma Ave	:	Buena Park	i CA	90620	90620-3207	Orange County	219	1469341	Middle
Staffed Branch (1)	1	Burbank Branch	601 S Glenoaks Blvd		Burbank	CA	91502	91502-1474	Los Angeles County	208	3302675	Moderate
Staffed Branch (1)	1	Toluca Lake Branch	3900 W Alameda Ave	1	Burbank	CA	91505	91505-4316	Los Angeles County	208	2486738	Upper
Staffed Branch (1)	1	Burlingame Branch	1887 El Camino Real		Burlingame	CA	94010	94010-3220	San Mateo County	230	612766	Middle
Staffed Branch (1)	1	Burlingame-Howard Avenue	1410 Howard Ave		Burlingame	CA	94010	94010-4202	San Mateo County	230	4425441	Middle
Staffed Branch (1)	1	Camarillo Branch	2310 E Ponderosa Dr		Camarillo	CA	93010	93010-4747	Ventura County	245	2272847	Moderate
Staffed Branch (1)	1	Capitola Branch	601 Bay Ave		Capitola	CA	95010	95010-2775	Santa Cruz County	233	3496471	Middle
Staffed Branch (1)	1 1	Carlsbad Branch	840 Carlsbad Village Dr		Carlsbad	CA	92008	92008-2318	San Diego County	226	787365	Moderate
Staffed Branch (1)	1 1	La Costa Branch	6988 El Camino Real		Carlsbad	CA	92009	92009-4107	San Diego County	226	2260385	Upper
Staffed Branch (1)	1	Carlsbad Poinsettia Branch	7188 Avenida Encinas		Carlsbad	CA	92011	92011-4656	San Diego County	226	1846438	Upper
Staffed Branch (1)	! !	Carmel Branch	26380 Carmel Rancho Ln		Carmel	i CA	93923	93923-8735	Monterey County	216	1869286	Upper
Staffed Branch (1) Staffed Branch (1)	1 1	Carpinteria Office	5420 Carpinteria Ave 21821 Devonshire St		Carpinteria Chatsworth	CA CA	93013 91311	93013-1423 91311-2906	Santa Barbara County Los Angeles County	231	724463 3496024	Middle
Staffed Branch (1)	1	Chino Hills Crossroads Branch	13225 Peyton Dr	<u> </u>	Chaisworth Chino Hills	CA	91709	91709-6003	San Bernardino County	208	3328358	Upper
Staffed Branch (1)	1 1	Chula Vista Branch	410 H St	:	Chula Vista	i CA	91910	91910-4308	San Diego County	226	691864	Upper Low
Staffed Branch (1)	1	Castle Park Branch	1343 3rd Ave		Chula Vista	CA	91911	91911-4302	San Diego County	226	579560	Moderate
Staffed Branch (1)	1	Eastlake Branch	2269 Otay Lakes Rd	i	Chula Vista	CA	91915	91915-1001	San Diego County	226	3496417	Upper
Staffed Branch (1)	1	Sunrise Branch	5748 Sunrise Blvd		Citrus Heights	CA	95610	95610-7603	Sacramento County	223	147969	Moderate
Staffed Branch (1)	1	Puente Hills Branch	17899 Colima Rd	1	City of Industry	CA	91748	91748-1729	Los Angeles County	208	151863	Middle
Staffed Branch (1)	1	Clovis Branch	840 Herndon Ave	•	Clovis	CA	93612	93612-0487	Fresno County	199	2745257	Upper
Staffed Branch (1)	1	Coalinga Branch	190 W Durian Ave	i	Coalinga	CA	93210	93210-1912	Fresno County	199	684567	Middle
Staffed Branch (1)	1	Corona Magnolia Branch	1431 Rimpau Ave		Corona	CA	92879	92879-7545	Riverside County	222	1460414	Middle
Staffed Branch (1)	1	Corona Del Mar Branch	2865 E Coast Hwy		Corona Del Mar	CA	92625	92625-2236	Orange County	219	4238454	Upper
Staffed Branch (1)	. 1	Coronado Branch	800 Orange Ave		Coronado	CA	92118	92118-2619	San Diego County	226	269964	Upper
Staffed Branch (1)	1	Costa Mesa Branch	1545 Adams Ave		Costa Mesa	CA	92626	92626-3814	Orange County	219	4223759	Middle
Staffed Branch (1)	1	Cypress Branch	4125 Ball Rd	•	Cypress	CA	90630	90630-3465	Orange County	219	282468	Middle
Staffed Branch (1)	1	Daly City Branch	95 Southgate Ave	<u> </u>	Daly City	CA	94015	94015-1413	San Mateo County	230	4311339	Moderate
Staffed Branch (1)	1 1	Dana Point Lighthouse Branch	24532 Del Prado		Dana Point	CA	92629	92629-3838	Orange County	219	457266	Middle
Staffed Branch (1)	1	Danville Branch	651 San Ramon Valley Blvd		Danville	CA CA	94526	94526-4013	Contra Costa County	196	615365	Upper
Staffed Branch (1) Staffed Branch (1)	1 1	Davis Branch Del Mar Branch	300 E St 1555 Camino Del Mar		Davis Del Mar	CA	95616 92014	95616-4134 92014-2401	Yolo County San Diego County	246	328469	Middle
Staffed Branch (1)	1	Delano Branch	1308 Main St		Delano	CA	93215	93215-1738	Kern County	204	875561	Upper Moderate
Staffed Branch (1)	1 1	Rancho San Diego Branch	12098 Fury Ln		El Cajon	CA	92019	92019-6320	San Diego County	226	1437050	Middle
Staffed Branch (1)	1	El Cajon Valley Branch	580 N 2nd St	•	El Cajon	CA	92021	92021-6448	San Diego County	226	513162	Moderate
Staffed Branch (1)	1 1	El Centro Branch	576 W Main St	:	El Centro	i CA	92243	92243-2918	Imperial County	202	878160	Moderate
Staffed Branch (1)	1	El Monte - Mountain View High School Branch	2900 Parkway Dr		El Monte	CA	91732	91732-3630	Los Angeles County	208	4950037	Middle
Staffed Branch (1)	1	Encinitas Branch	200 W D St	1	Encinitas	CA	92024	92024-3517	San Diego County	226	272263	Upper
Staffed Branch (1)	1	East Encinitas Branch	247 N El Camino Real		Encinitas	CA	92024	92024-2808	San Diego County	226	1004162	Upper
Staffed Branch (1)	1	Encino Branch	16633 Ventura Blvd		Encino	CA	91436	91436-1801	Los Angeles County	208	940665	Upper
Staffed Branch (1)	1	Escondido Branch	303 W Grand Ave		Escondido	CA	92025	92025-2605	San Diego County	226	390363	Low
Staffed Branch (1)	1	Fallbrook Branch	1678 S Mission Rd		Fallbrook	CA	92028	92028-4110	San Diego County	226	148461	Moderate
Staffed Branch (1)	. 1	Felton Branch	6221 Graham Hill Rd		Felton	CA	95018	95018-9722	Santa Cruz County	233	3496499	Upper
Staffed Branch (1)	1 1	Fillmore Branch	566 Sespe Ave	:	Fillmore	CA	93015	93015-1949	Ventura County	245	1949414	Moderate
Staffed Branch (1)	1	Fountain Valley Branch	18175 Brookhurst St		Fountain Valley	CA	92708	92708-6728	Orange County	219	1456471	Upper
Staffed Branch (1)	1 1	Fremont Branch	39305 Paseo Padre Pkwy		Fremont	CA CA	94538	94538-1611	Alameda County	190	220563	Middle
Staffed Branch (1)	1	Fashion Fair Branch	565 E Shaw Ave		Fresno	CA	93710	93710-7701	Fresno County	199	784962	Middle
Staffed Branch (1) Staffed Branch (1)	1 1	West Fresno Branch Shaw and Marks Branch	1458 Kern St 3015 W Shaw Ave		Fresno	CA CA	93706 93711	93706-3322 93711-3208	Fresno County	199	781260 943264	Low Moderate
Staffed Branch (1)	1	Cedar and Herndon Branch	6666 N Cedar Ave	:	Fresno Fresno	I CA	93711	93711-3208	Fresno County Fresno County	199	943264 577164	Upper
Staffed Branch (1)	1	Fullerton Branch	911 N Harbor Blvd	•	Fullerton	CA	92832	92832-1523	Orange County	219	495978	Middle
Staffed Branch (1)	1	Sunny Hills Branch	1080 E Bastanchury Rd	:	Fullerton	CA	92835	92835-2782	Orange County	219	336567	Middle
Staffed Branch (1)	1	University Branch	3200 Yorba Linda Blvd	.	Fullerton	CA	92831	92831-1707	Orange County	219	287164	Moderate
Staffed Branch (1)	1	Garden Grove Branch	11900 Brookhurst St	:	Garden Grove	CA	92840	92840-1832	Orange County	219	211066	Middle
Staffed Branch (1)	1	Gardena Branch	15800 S Western Ave		Gardena	CA	90247	90247-3704	Los Angeles County	208	780768	Middle
Staffed Branch (1)	1	South Gardena Branch	18200 S Western Ave	i	Gardena	i CA	90248	90248-3819	Los Angeles County	208	580865	Middle
Staffed Branch (1)	1	Gilroy Branch	790 1st St	•	Gilroy	CA	95020	95020-4972	Santa Clara County	232	456063	Moderate
Staffed Branch (1)	1	Glendale Branch	330 N Brand Blvd		Glendale	CA	91203	91203-2308	Los Angeles County	208	3302684	Moderate
Staffed Branch (1)	1	Glendora Branch	601 W Rt 66		Glendora	CA	91740	91740-4122	Los Angeles County	208	3688865	Upper
Staffed Branch (1)	1	Goleta-Fairview Branch	299 N Fairview Ave		Goleta	CA	93117	93117-2209	Santa Barbara County	231	170266	Upper
Staffed Branch (1)	1	Magnolia Center Office	5190 Hollister Ave		Goleta	CA	93111	93111-2526	Santa Barbara County	231	962760	Upper

BranchType (select one from list)	BranchTypeCode PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1 Hanford Branch	225 W 7th St		Hanford	CA	93230	93230-4523	Kings County	205	883669	Moderate
Staffed Branch (1)	1 Hawthorne Branch	12801 Hawthorne Blvd	•	Hawthorne	CA	90250	90250-4413	Los Angeles County	208	176660	Middle
Staffed Branch (1)	1 Hayward Branch	805 B St	<u> </u>	Hayward	CA	94541	94541-5107	Alameda County	190	1387025	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Hemet Branch 1 Hermosa Beach Branch	800 E Florida Ave 1401 Pacific Coast Hwy	:	Hemet Hermosa Beach	i CA	92543 90254	92543-4410 90254-3238	Riverside County Los Angeles County	222 208	1459593 2454120	Moderate Upper
Staffed Branch (1)	1 Hesperia Branch	17123 Main St	1	Hesperia	CA	92345	92345-6004	San Bernardino County	225	429562	Moderate
Staffed Branch (1)	1 Hollister Main Branch	300 Tres Pinos Rd	į	Hollister	CA	95023	95023-5578	San Benito County	224	199762	Moderate
Staffed Branch (1)	1 Huntington Beach Branch	16141 Beach Blvd		Huntington Beach	CA	92647	92647-3804	Orange County	219	769464	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Adams Avenue Branch 1 Seacliff Village Branch	8899 Adams Ave 19240 Goldenwest St		Huntington Beach Huntington Beach	CA CA	92646 92648	92646-3301 92648-2112	Orange County Orange County	219 219	517366 3801963	Upper Upper
Staffed Branch (1)	1 Westpark Branch	17595 Harvard Ave		Irvine	CA	92614	92614-8546	Orange County	219	2002316	Upper
Staffed Branch (1)	1 Irvine Branch	17951 MacArthur Blvd		Irvine	CA	92614	92614-6505	Orange County	219	790963	Middle
Staffed Branch (1)	1 Orange County Airport Branch	2001 Michelson Dr	<u> </u>	Irvine	CA	92612	92612-1203	Orange County	219	521260	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Woodbridge Branch 1 Glen Avon Branch	5365 Alton Pkwy 9103 Mission Blvd		Irvine Jurupa Valley	CA CA	92604 92509	92604-8611 92509-2819	Orange County Riverside County	219 222	1896116 697361	Upper Middle
Staffed Branch (1)	1 La Canada Branch	475 Foothill Blvd	i	La Canada	CA	91011	91011-3555	Los Angeles County	208	3659959	Upper
Staffed Branch (1)	1 La Habra Branch	1970 W Whittier Blvd	1	La Habra	CA	90631	90631-3661	Orange County	219	210564	Moderate
Staffed Branch (1)	1 La Jolla Branch	7807 Girard Ave		La Jolla	CA	92037	92037-4269	San Diego County	226	330266	Upper
Staffed Branch (1) Staffed Branch (1)	1 LA Jolla Village Square Branch 1 La Mesa Branch	8715 Villa La Jolla Dr	<u> </u>	La Jolla La Mesa	! CA	92037 91942	92037-8327 91942-6211	San Diego County	226 226	4794110 574864	Upper Middle
Staffed Branch (1)	1 Laguna Beach Branch	4771 Spring St 229 Broadway St	:	Laguna Beach	CA	92651	92651-1806	San Diego County Orange County	219	3960534	Upper
Staffed Branch (1)	1 Laguna Hills Branch	23511 Paseo De Valencia	•	Laguna Hills	CA	92653	92653-3116	Orange County	219	582962	Moderate
Staffed Branch (1)	1 Laguna Niguel Branch	27211 La Paz Rd	į	Laguna Niguel	CA	92677	92677-3599	Orange County	219	1873489	Middle
Staffed Branch (1)	1 Lakewood Branch	5910 South Street		Lakewood	CA	90713	90713-1310	Los Angeles County	208	395069	Upper
Staffed Branch (1) Staffed Branch (1)	1 Lemon Grove Branch 1 Lompoc Branch	3123 Lemon Grove Ave 805 N H St		Lemon Grove Lompoc	CA CA	91945 93436	91945-2536 93436-4146	San Diego County Santa Barbara County	226 231	170369 954466	Low Moderate
Staffed Branch (1)	1 Long Beach Branch	400 Oceangate		Long Beach	CA	90802	90802-4307	Los Angeles County	208	942865	Upper
Staffed Branch (1)	1 Naples Branch	5430 E 2nd St	•	Long Beach	CA	90803	90803-3908	Los Angeles County	208	2719717	Upper
Staffed Branch (1)	1 Highland Park Branch	6301 N Figueroa St	1	Los Angeles	CA	90042	90042-2763	Los Angeles County	208	3302693	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Atwater Branch	3355 Glendale Blvd	.	Los Angeles	CA	90039	90039-1825	Los Angeles County Los Angeles County	208	3302639 394567	Middle
Staffed Branch (1)	1 Brentwood Square Branch 1 Westwood Branch	11661 San Vicente Blvd 10900 Wilshire Blvd		Los Angeles Los Angeles	CA CA	90049 90024	90049-5103 90024-6501	Los Angeles County	208	165468	Upper Upper
Staffed Branch (1)	1 Century City Branch	1901 Ave of the Stars		Los Angeles	CA	90067	90067-6001	Los Angeles County	208	757069	Upper
Staffed Branch (1)	1 Little Tokyo Branch	120 S San Pedro St		Los Angeles	CA	90012	90012-5300	Los Angeles County	208	215064	Low
Staffed Branch (1)	1 Crenshaw Branch	3060 Crenshaw Blvd	<u> </u>	Los Angeles	i CA	90016	90016-4272	Los Angeles County	208	214562	Low
Staffed Branch (1) Staffed Branch (1)	1 West Los Angeles Branch 1 Los Angeles Main Branch	4032 S Centinela Ave 445 S Figueroa St	1	Los Angeles Los Angeles	CA CA	90066 90071	90066-4907 90071-1602	Los Angeles County Los Angeles County	208	211963 936864	Moderate Low
Staffed Branch (1)	1 California Mart Branch	110 E 9th St		Los Angeles	CA	90079	90079-1300	Los Angeles County	208	690166	Moderate
Staffed Branch (1)	1 Miracle Mile Branch	5670 Wilshire Blvd	1	Los Angeles	CA	90036	90036-5679	Los Angeles County	208	848668	Upper
Staffed Branch (1)	1 Abraham Lincoln High School Branch	3501 N Broadway		Los Angeles	CA	90031	90031-2856	Los Angeles County	208	4648772	Low
Staffed Branch (1) Staffed Branch (1)	1 Crenshaw High School Branch 1 Madera Branch	5010 11th Ave 201 N D St	<u> </u>	Los Angeles Madera	CA CA	90043 93638	90043-4816 93638-3236	Los Angeles County Madera County	208	4648781 564360	Moderate Moderate
Staffed Branch (1)	1 Mammoth Lakes Branch	437 Old Mammoth Rd	:	Mammoth Lakes	CA	93546	93546-2013	Mono County	215	13868	Upper
Staffed Branch (1)	1 Manhattan Beach Branch	400 Manhattan Beach Blvd	<u> </u>	Manhattan Beach	CA	90266	90266-5318	Los Angeles County	208	519463	Upper
Staffed Branch (1)	1 Manhattan Village Branch	2612 N Sepulveda Blvd	!	Manhattan Beach	CA	90266	90266-2730	Los Angeles County	208	2715933	Upper
Staffed Branch (1)	1 Marina Del Rey Branch	4240 Lincoln Blvd		Marina Del Rey	CA	90292	90292-5654	Los Angeles County	208	3689040	Upper
Staffed Branch (1) Staffed Branch (1)	1 Menlo Park Branch 1 Mill Valley Branch	620 Santa Cruz Ave 453 Miller Ave		Menlo Park Mill Valley	CA CA	94025 94941	94025-4503 94941-2941	San Mateo County Marin County	230 210	435068 3526444	Middle Upper
Staffed Branch (1)	1 Mill Valley Strawberry Village Branch	800 Redwood Hwy Frontage Rd	:	Mill Valley	i CA	94941	94941-2350	Marin County	210	4215259	Upper
Staffed Branch (1)	1 Milpitas Branch	11 S Milpitas Blvd		Milpitas	CA	95035	95035-5408	Santa Clara County	232	2234180	Middle
Staffed Branch (1)	1 Mission Viejo Branch	25276 Marguerite Pkwy	1	Mission Viejo	CA	92692	92692-2906	Orange County	219	933564	Upper
Staffed Branch (1) Staffed Branch (1)	1 Modesto Branch 1 Montebello Branch	1124 J St 850 N Wilcox Ave		Modesto Montebello	CA CA	95354 90640	95354-0806 90640-1808	Stanislaus County Los Angeles County	239	434566 787561	Moderate
Staffed Branch (1)	1 Montecito Branch	1030 Coast Village Rd	<u>:</u>	Montecito	CA	93108	93108-2715	Santa Barbara County	231	657860	Upper Upper
Staffed Branch (1)	1 Montecito Village Branch	1483 E Valley Rd		Montecito	CA	93108	93108-1248	Santa Barbara County	231	232463	Upper
Staffed Branch (1)	1 Monterey Bay Bank Branch	1400 Munras Ave	_	Monterey	CA	93940	93940-6074	Monterey County	216	3496284	Upper
Staffed Branch (1)	1 Monterey Branch	495 Washington St		Monterey	CA	93940	93940-3038	Monterey County	216	1864302	Middle
Staffed Branch (1) Staffed Branch (1)	1 Moorpark Branch 1 Morgan Hill Branch	256 W Los Angeles Ave 500 Tennant Sta	1	Moorpark Morgan Hill	CA CA	93021 95037	93021-1855 95037-7116	Ventura County Santa Clara County	245	469063 394969	Middle Middle
Staffed Branch (1)	1 National City Branch	22 E 8th St	-	National City	CA	91950	91950-2221	San Diego County	226	273868	Low
Staffed Branch (1)	1 Bayside Branch	1090 Bayside Dr	1	Newport Beach	CA	92660	92660-7462	Orange County	219	337069	Upper
Staffed Branch (1)	1 Westcliff Branch	1501 Westcliff Dr		Newport Beach	CA	92660	92660-5517	Orange County	219	403562	Upper
Staffed Branch (1)	1 Harbor View Branch	1666 San Miguel Dr	<u> </u>	Newport Beach	! CA	92660	92660-7124	Orange County	219	461160	Upper
Staffed Branch (1) Staffed Branch (1)	1 Superior Branch 1 Tampa and Nordhoff Branch	396 Superior Ave 9110 Tampa Ave	:	Newport Beach Northridge	CA CA	92663 91324	92663-2738 91324-2727	Orange County Los Angeles County	219	460668 3496051	Middle Upper
Staffed Branch (1)	1 Norwalk Branch	12221 Norwalk Blvd	•	Norwalk	CA	90650	90650-2038	Los Angeles County	208	456764	Middle
Staffed Branch (1)	1 Oakland Branch	1970 Franklin St		Oakland	CA	94612	94612-2933	Alameda County	190	683560	Low
Staffed Branch (1)	1 El Camino Real Branch	2733 Vista Way		Oceanside	CA	92054	92054-6340	San Diego County	226	264464	Middle
Staffed Branch (1) Staffed Branch (1)	1 Oceanside Branch 1 Orange Branch	840 S Coast Hwy 500 S Main St	<u> </u>	Oceanside	CA CA	92054 92868	92054-4123 92868-4507	San Diego County Orange County	226 219	391968 280361	Low Moderate
Staffed Branch (1)	1 Orange Branch 1 Orange Cove Branch	495 Park Blvd		Orange Orange Cove	CA	92868	93646-2439	Fresno County	199	404466	Moderate
Staffed Branch (1)	1 Orinda Branch	140 Brookwood Rd	•	Orinda	CA	94563	94563-3043	Contra Costa County	196	3689330	Upper
Staffed Branch (1)	1 Oxnard Branch	400 E Esplanade Dr	:	Oxnard	CA	93036	93036-2113	Ventura County	245	2294586	Middle
Staffed Branch (1)	1 Pacific Grove Branch	580 Lighthouse Ave		Pacific Grove	CA	93950	93950-2636	Monterey County	216	3630819	Upper
Staffed Branch (1) Staffed Branch (1)	1 Pacific Palisades Branch 1 Palm Springs Branch	15205 W Sunset Blvd 500 S Indian Canyon Dr	<u>.</u>	Pacific Palisades Palm Springs	CA CA	90272 92264	90272-3612 92264-7436	Los Angeles County Riverside County	208 222	5103746 1011861	Upper Moderate
Staffed Branch (1)	1 Palmt springs Branch 1 Palmtale Branch	39532 10th St W	:	Palm springs Palmdale	CA	92264	93551-3758	Los Angeles County	208	2543538	Moderate
Staffed Branch (1)	1 Mid-Peninsula Branch	400 University Ave		Palo Alto	CA	94301	94301-1812	Santa Clara County	232	646163	Upper
								Santa Clara County			

BranchType (select one from list)	BranchTypeCode PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1 Panorama City Branch	14360 Roscoe Blvd		Panorama City	CA	91402	91402-4223	Los Angeles County	208	785464	Middle
Staffed Branch (1)	1 Pasadena Branch	70 S Lake Ave		Pasadena	CA	91101	91101-4703	Los Angeles County	208	2615136	Upper
Staffed Branch (1)	1 Pleasant Hill Branch	1902 Contra Costa Blvd		Pleasant Hill	CA	94523	94523-3034	Contra Costa County	196	746269	Middle
Staffed Branch (1)	1 Pleasanton-Gateway Plaza Branch	6774 Bernal Ave	i	Pleasanton	CA	94566	94566-1246	Alameda County	190	4437837	Middle
Staffed Branch (1) Staffed Branch (1)	1 Channel Islands Branch 1 Porter Ranch Branch	583 W Channel Islands Blvd 19921 Rinaldi St		Port Hueneme Porter Ranch	CA CA	93041 91326	93041-2133 91326-4140	Ventura County Los Angeles County	245 208	2679969 3496097	Moderate
Staffed Branch (1)	1 Porter kanch Branch 1 Porterville Branch	229 N Main St	<u> </u>	Porter kanch Porterville	CA	93257	93257-3736	Tulare County	243	529369	Upper Moderate
Staffed Branch (1)	1 Poway Branch	12312 Poway Rd	:	Poway	CA	92064	92064-4219	San Diego County	226	55167	Middle
Staffed Branch (1)	1 Rancho Cucamonga Branch	11551 Foothill Blvd	.	Rancho Cucamonga	CA	91730	91730-3943	San Bernardino County	225	1482528	Middle
Staffed Branch (1)	1 Rancho Mirage Branch	71950 Hwy 111	÷	Rancho Mirage	CA	92270	92270-5400	Riverside County	222	1010266	Middle
Staffed Branch (1)	1 Miraleste Plaza Branch	20 Miraleste Plz		Rancho Palos Verdes	CA	90275	90275-6586	Los Angeles County	208	3302705	Upper
Staffed Branch (1)	1 Rancho Santa Fe Branch	6004 Paseo Delicias	<u> </u>	Rancho Santa Fe	CA	92067	92067-9512	San Diego County	226	334460	Upper
Staffed Branch (1)	1 Redding Branch 1 Redwood City Branch	1805 Market St	:	Redding	CA	96001	96001-1931	Shasta County	234	672564	Moderate
Staffed Branch (1) Staffed Branch (1)	1 Redwood City Branch 1 Ridgecrest Branch	675 Jefferson Ave 144 N China Lake Blvd		Redwood City Ridgecrest	CA CA	94063 93555	94063-1705 93555-3916	San Mateo County Kern County	230 204	677260 373366	Low Upper
Staffed Branch (1)	1 Riverside Downtown Branch	3625 Vine St	:	Riverside	CA	92507	92507-4104	Riverside County	222	3118344	Moderate
Staffed Branch (1)	1 Arlington Branch	9811 Magnolia Ave	•	Riverside	CA	92503	92503-3528	Riverside County	222	676469	Middle
Staffed Branch (1)	1 Palos Verdes Center Branch	507 Silver Spur Rd	i	Rolling Hills Estates	CA	90274	90274-3613	Los Angeles County	208	399263	Upper
Staffed Branch (1)	1 Roseville Branch	1850 Douglas Blvd		Roseville	CA	95661	95661-3667	Placer County	220	998965	Middle
Staffed Branch (1)	1 Country Club Branch	2650 Watt Ave		Sacramento	CA	95821	95821-6230	Sacramento County	223	621366	Middle
Staffed Branch (1)	1 Sacramento Downtown Branch	630 K St		Sacramento	CA	95814	95814-3331	Sacramento County	223	222660	Low
Staffed Branch (1)	1 North Salinas Branch	1890 N Main St	<u> </u>	Salinas	CA	93906	93906-2045	Monterey County	216	3496257	Moderate
Staffed Branch (1)	1 Salinas Branch	1001 S Main St		Salinas	CA	93901	93901-2302	Monterey County	216	298263	Middle
Staffed Branch (1) Staffed Branch (1)	1 Waterman & Highland Branch 1 San Carlos Branch	290 E Highland Ave 799 Laurel St		San Bernardino San Carlos	CA CA	92404 94070	92404-3706 94070-3113	San Bernardino County San Mateo County	225 230	3302714 622961	Moderate Upper
Staffed Branch (1)	1 San Carlos Branch 1 San Clemente Branch	810 Avenida Pico	:	San Carios San Clemente	CA	92673	92673-5624	Orange County	230	333968	Middle
Staffed Branch (1)	1 East Village Branch	1101 Market St	<u> </u>	San Diego	CA	92101	92101-7235	San Diego County	226	275965	Moderate
Staffed Branch (1)	1 Point Loma Branch	1175 Rosecrans St	:	San Diego	CA	92106	92106-2629	San Diego County	226	286662	Middle
Staffed Branch (1)	1 Carmel Mountain Branch	11865 Carmel Mountain Rd		San Diego	CA	92128	92128-4610	San Diego County	226	1437069	Upper
Staffed Branch (1)	1 Rancho Penasquitos Branch	13175 Black Mountain Rd	į	San Diego	CA	92129	92129-2696	San Diego County	226	2316312	Upper
Staffed Branch (1)	1 Euclid and Federal Branch	1666 Euclid Ave		San Diego	CA	92105	92105-5447	San Diego County	226	575366	Moderate
Staffed Branch (1)	1 Rancho Bernardo Branch	16880 Bernardo Center Dr		San Diego	: CA	92128	92128-2536	San Diego County	226	400561	Moderate
Staffed Branch (1)	1 Pacific Beach Branch	1706 Garnet Ave		San Diego	CA	92109	92109-3350	San Diego County	226	938868	Middle
Staffed Branch (1) Staffed Branch (1)	1 North Park Branch 1 Midway Branch	2927 University Ave 3261 Sports Arena Blvd		San Diego San Diego	CA CA	92104 92110	92104-2901 92110-4529	San Diego County San Diego County	226 226	577463 392460	Upper Moderate
Staffed Branch (1)	1 Fourth and Laurel Branch	344 Laurel St	į	San Diego	CA	92101	92101-1631	San Diego County	226	331861	Upper
Staffed Branch (1)	1 Del Mar Heights Branch	12950 Carmel Country Rd	`	San Diego	CA	92130	92130-2157	San Diego County	226	1437041	Upper
Staffed Branch (1)	1 Hillcrest Branch	3900 5th Ave	i	San Diego	CA	92103	92103-3122	San Diego County	226	263962	Middle
Staffed Branch (1)	1 Clairemont Branch	4225 Genesee Ave	·	San Diego	CA	92117	92117-4952	San Diego County	226	516864	Middle
Staffed Branch (1)	1 Golden Triangle Branch	4660 La Jolla Village Dr	i i	San Diego	CA	92122	92122-4600	San Diego County	226	1006269	Upper
Staffed Branch (1)	1 Allied Gardens Branch	5197 Waring Rd		San Diego	CA	92120	92120-2705	San Diego County	226	274360	Middle
Staffed Branch (1)	1 Mission Valley Branch	5664 Mission Center Rd	i	San Diego	CA	92108	92108-4326	San Diego County	226	1437032	Middle
Staffed Branch (1)	1 Kearny Mesa Branch	7770 Clairemont Mesa Blvd 8359 Mira Mesa Blvd		San Diego	CA CA	92111	92111-1533 92126-2330	San Diego County	226 226	514767	Middle Middle
Staffed Branch (1) Staffed Branch (1)	1 Mira Mesa Branch 1 Lake Murray Branch	8630 Lake Murray Blvd		San Diego San Diego	CA	92126 92119	92119-2828	San Diego County San Diego County	226	179269 171964	Middle
Staffed Branch (1)	1 San Diego Main Branch	1201 5th Ave	•	San Diego	CA	92101	92101-4214	San Diego County	226	107963	Upper
Staffed Branch (1)	1 Torrey Hills Branch	11185 E Ocean Air Dr		San Diego	CA	92130	92130-6668	San Diego County	226	3612589	Upper
Staffed Branch (1)	1 Japan Center Branch	1675 Post St	;	San Francisco	CA	94115	94115-3603	San Francisco City & County		783367	Low
Staffed Branch (1)	 MUFG Union Bank, National Association 	350 California St	·	San Francisco	CA	94104	94104-1402	San Francisco City & County	227	212465	Low
Staffed Branch (1)	1 Bayview Branch	3801 3rd St	!	San Francisco	CA	94124	94124-1409	San Francisco City & County	227	1369825	Low
Staffed Branch (1)	1 8th & Townsend Branch	640 Townsend St		San Francisco	CA	94103	94103-4908	San Francisco City & County	227	2647548	Upper
Staffed Branch (1)	1 Laurel Heights Branch	3473 California St		San Francisco	CA	94118	94118-1836	San Francisco City & County		4172156	Upper
Staffed Branch (1) Staffed Branch (1)	1 Las Tunas Branch 1 San Gabriel Branch	835 E Las Tunas Dr	1	San Gabriel	CA CA	91776 91776	91776-1655	Los Angeles County	208	3302723 2394271	Upper Middle
Staffed Branch (1)	1 Westqate Branch	401 E Valley Blvd 1494 Saratoga Ave	<u> </u>	San Gabriel San Jose	CA	95129	91776-3589 95129-4935	Los Angeles County Santa Clara County	208	218766	Middle
Staffed Branch (1)	1 Alameda Taylor Branch	1700 The Alameda	1	San Jose	CA	95126	95126-1724	Santa Clara County	232	623463	Middle
Staffed Branch (1)	1 Stevens Creek Branch	3290 Stevens Creek Blvd		San Jose	CA	95117	95117-1147	Santa Clara County	232	562861	Moderate
Staffed Branch (1)	1 San Jose - Japantown Branch	590 N 6th St		San Jose	CA	95112	95112-3237	Santa Clara County	232	782865	Moderate
Staffed Branch (1)	1 San Jose Downtown Branch	99 Almaden Blvd		San Jose	CA	95113	95113-1610	Santa Clara County	232	881160	Low
Staffed Branch (1)	1 Camden Park Branch	2007 Camden Ave		San Jose	CA	95124	95124-2024	Santa Clara County	232	3777303	Middle
Staffed Branch (1)	1 San Jose-Blossom Hill	1110 Blossom Hill Rd		San Jose	CA	95118	95118-3100	Santa Clara County	232	4360083	Low
Staffed Branch (1)	1 San Juan Capistrano Branch	31971 Camino Capistrano		San Juan Capistrano	CA	92675	92675-3217	Orange County	219	695460	Moderate
Staffed Branch (1) Staffed Branch (1)	1 San Leandro Branch 1 San Luis Obispo Branch	1145 E 14th St 1995 Higuera St	ī	San Leandro San Luis Obispo	CA CA	94577 93401	94577-4509 93401-3601	Alameda County San Luis Obispo County	190 229	962069 996466	Moderate Middle
Staffed Branch (1)	1 San Marcos Branch	669 S Rancho Santa Fe Rd		San Marcos	CA CA	92078	92078-3973	San Diego County	226	1001563	Moderate
Staffed Branch (1)	1 San Marino Branch	2300 Huntington Dr		San Marino	CA	91108	91108-2641	Los Angeles County	208	4502539	Upper
Staffed Branch (1)	1 San Mateo Main Branch	390 S El Camino Real		San Mateo	CA	94402	94402-1647	San Mateo County	230	961567	Middle
Staffed Branch (1)	1 San Rafael Branch	369 3rd St	:	San Rafael	CA	94901	94901-3581	Marin County	210	1416082	Upper
Staffed Branch (1)	1 Northgate Branch	630 Las Gallinas Ave		San Rafael	CA	94903	94903-3661	Marin County	210	3526435	Middle
Staffed Branch (1)	1 San Ramon Branch	3223 Crow Canyon Rd	1	San Ramon	CA	94583	94583-4635	Contra Costa County	196	152365	Upper
Staffed Branch (1)	1 Santa Barbara Main Branch	20 E Carrillo St		Santa Barbara	CA	93101	93101-2707	Santa Barbara County	231	785062	Low
Staffed Branch (1)	1 Santa Barbara San Roque Branch	3451 State St	- 1	Santa Barbara	CA	93105	93105-2662	Santa Barbara County	231	784560	Upper
Staffed Branch (1) Staffed Branch (1)	1 Santa Barbara - Mesa Branch 1 Cottage Branch	1960 Cliff Dr 220 Nogales Ave	1	Santa Barbara Santa Barbara	CA CA	93109 93105	93109-1504 93105-3827	Santa Barbara County Santa Barbara County	231 231	963262 658362	Upper Moderate
Staffed Branch (1)	1 Newhall-Lyons Avenue Branch	23620 Lyons Ave		Santa Barbara Santa Clarita	CA	91321	91321-2513	Los Angeles County	208	1157255	Upper
Staffed Branch (1)	1 Valencia Branch	24240 Valencia Blvd	:	Santa Clarita	CA	91355	91355-5391	Los Angeles County	208	1999400	Upper
	1 Santa Maria Branch	2340 S Broadway		Santa Maria	CA	93454	93454-7816	Santa Barbara County	231	2454102	Middle
Staffed Branch (1)	I Sdilld Midild Didilli										
Staffed Branch (1) Staffed Branch (1)	1 11th & Montana Branch	1101 Montana Ave	1	Santa Monica	CA	90403	90403-1620	Los Angeles County	208	281966	Upper

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Santa Monica Branch	429 Santa Monica Blvd	1	Santa Monica	CA	90401	90401-3401	Los Angeles County	208	3302732	Low
Staffed Branch (1)	1	Santa Paula Branch	634 E Main St	•	Santa Paula	CA	93060	93060-2609	Ventura County	245	2642105	Low
Staffed Branch (1)	1	Santee Branch	9760 Mission Gorge Rd	i	Santee	CA	92071	92071-3808	San Diego County	226	54665	Middle
Staffed Branch (1)	1	Saratoga Branch	12988 Saratoga Sunnyvale Rd	•	Saratoga	CA	95070	95070-4250	Santa Clara County	232	4346827	Upper
Staffed Branch (1)	1	Selma Branch	2110 High St	;	Selma	CA	93662	93662-3009	Fresno County	199	151265	Moderate
Staffed Branch (1)	1	Sherman Oaks Branch	15255 Ventura Blvd	•	Sherman Oaks	CA	91403	91403-2222	Los Angeles County	208	4000969	Upper
Staffed Branch (1)	1	Tapo Branch	2092 Tapo St		Simi Valley	CA	93063	93063-3441	Ventura County	245	407962	Middle
Staffed Branch (1)	1	Simi Valley Main Branch	1475 E Los Angeles Ave		Simi Valley	CA	93065	93065-2807	Ventura County	245	306962	Moderate
Staffed Branch (1)	1	Simi Valley - El Paseo Branch	2930 Tapo Canyon Rd	;	Simi Valley	CA	93063	93063-2171	Ventura County	245	3260328	Middle
Staffed Branch (1)	1	Solana Beach Branch	969 Lomas Santa Fe Dr	•	Solana Beach	CA	92075	92075-1502	San Diego County	226	3777264	Upper
Staffed Branch (1)	1	Soledad Branch	695 Front St	1	Soledad	CA	93960	93960-3016	Monterey County	216	254661	Middle
Staffed Branch (1)	1	Solvang Branch	2010 Mission Dr	·	Solvang	CA	93463	93463-2228	Santa Barbara County	231	472465	Middle
Staffed Branch (1)	1	Sonoma Branch	500 Broadway		Sonoma	CA	95476	95476-6602	Sonoma County	238	4131818	Upper
Staffed Branch (1)	1	South Gate Branch	8710 Garfield Ave	•	South Gate	CA	90280	90280-3719	Los Angeles County	208	3375129	Middle
Staffed Branch (1)	1	Casa De Oro Branch	9846 Campo Rd	i	Spring Valley	CA	91977	91977-1417	San Diego County	226	338664	Middle
Staffed Branch (1)	1	Stockton Branch	35 S El Dorado St	•	Stockton	CA	95202	95202-2818	San Joaquin County	228	226864	Low
Staffed Branch (1)	1	North Stockton Branch	6239 Pacific Ave	:	Stockton	CA	95207	95207-3711	San Joaquin County	228	966263	Moderate
Staffed Branch (1)	1	Studio City Branch	12185 Ventura Blvd		Studio City	CA	91604	91604-2515	Los Angeles County	208	2952402	Upper
Staffed Branch (1)		Argues Avenue Branch	1109 E Arques Ave		Sunnyvale	CA	94085	94085-3904	Santa Clara County	232	965761	Middle
Staffed Branch (1)	1	Sunnyvale Branch	495 S Mathilda Ave	<u> </u>	Sunnyvale	CA	94086	94086-7605	Santa Clara County	232	939360	Upper
Staffed Branch (1)	1	Temecula Office	26407 Ynez Rd		Temecula	CA	92591	92591-4654	Riverside County	222	2486701	Middle
Staffed Branch (1)	1	Thousand Oaks - Moorpark Road Branch	33 W Thousand Oaks Blvd	•	Thousand Oaks	CA	91360	91360-4416	Ventura County	245	366667	Middle
Staffed Branch (1)	1	Thousand Oaks - Westlake Branch	3887 E Thousand Oaks Blvd	1	Thousand Oaks	CA	91362	91362-3609	Ventura County	245	3496510	Upper
Staffed Branch (1)	1	Rolling Hills Branch	25345 Crenshaw Blvd		Torrance	CA	90505	90505-6139	Los Angeles County	208	3302741	Upper
Staffed Branch (1)		South Bay Branch	21201 Hawthorne Blvd	1	Torrance	i CA	90503	90503-5501	Los Angeles County	208	691761	Upper
Staffed Branch (1)	1	Torrance Branch	24030 Hawthorne Blvd	-	Torrance	CA	90505	90505-5902	Los Angeles County	208	223162	Upper
Staffed Branch (1)	1 1	Tulare Branch	801 E Prosperity Ave	1	Tulare	CA	93274	93274-2351	Tulare County	243	1461916	Upper
Staffed Branch (1)	1	Tustin Branch	13300 Newport Ave	_ .	Tustin	CA	92780	92780-3422	Orange County	219	263168	Middle
Staffed Branch (1)	1	Tustin Ranch Branch	13201 Jamboree Rd	:	Tustin	CA	92782	92782-9158	Orange County	219	2288295	Upper
Staffed Branch (1)		Upland Sycamore Hills Branch	2115 W Baseline Rd	•	Upland	CA	91784	91784-2532	San Bernardino County	225	2288213	Upper
Staffed Branch (1)		Ventura Main Branch	576 S Mills Rd	:	Ventura	CA	93003	93003-3459	Ventura County	245	2268327	Middle
Staffed Branch (1)		Villa Park Branch	17769 Santiago Blvd		Villa Park	CA	92861	92861-4104	Orange County	219	4223740	Upper
Staffed Branch (1)		Vista Branch	825 Civic Center Dr	:	Vista	CA	92084	92084-6154	San Diego County	226	249461	Moderate
Staffed Branch (1)		Walnut Creek Branch	1555 Mount Diablo Blvd	-	Walnut Creek	CA	94596	94596-4515	Contra Costa County	196	941167	Low
Staffed Branch (1)		Wasco Branch	1049 7th St	-:	Wasco	CA	93280	93280-1933	Kern County	204	937768	Moderate
Staffed Branch (1)		Watsonville Branch	655 Main St	•	Watsonville	CA	95076	95076-4335	Santa Cruz County	233	163361	Low
Staffed Branch (1)		West Hollywood Branch	8631 Santa Monica Blvd	i	West Hollywood	CA	90069	90069-4109	Los Angeles County	208	3974634	Middle
Staffed Branch (1)	1	Westminster Branch	15377 Brookhurst St	<u>.</u>	Westminster	CA	92683	92683-7050	Orange County	219	289261	Moderate
Staffed Branch (1)	1	Warner Center Branch	5855 Topanga Canyon Blvd		Woodland Hills	CA	91367	91367-4627	Los Angeles County	208	997360	Upper
Staffed Branch (1)		Yorba Linda Branch	20655 Yorba Linda Blvd	<u> </u>	Yorba Linda	CA	92886	92886-7110	Orange County	219	3236435	Upper
Staffed Branch (1)		Yuba City Branch	998 Tharp Rd	:	Yuba City	CA	95993	95993-8960	Sutter County	240	1402160	Middle
Staffed Branch (1)	1	Yucca Valley Branch	57500 Twentynine Palms Hwy		Yucca Valley	CA	92284	92284	San Bernardino County	225	678566	Moderate
Staffed Branch (1)	. 1	Portland Branch	900 SW 5th Ave	:	Portland	! OR	97205	97204-1235	Multnomah County	2245	430362	Low
Staffed Branch (1)	1	Portland Irvington Branch	2416 NE Fremont St		Portland	OR	97212	97212-2509	Multnomah County	2245	2867328	Upper
Staffed Branch (1)	1	Smokey Point Branch	3506 168th St NE		Arlington	WA	98223	98223-8401	Snohomish County	3079	458179	Moderate
Staffed Branch (1)		Bellevue Center #327 Branch	10900 NE 8th St	•	Bellevue	WA	98004	98004-4405	King County	3065	759063	Middle
Staffed Branch (1)	1	Bellevue-Lakemont Branch	4851 Lakemont Blvd SE	:	Bellevue	WA	98004	98006-5501	King County King County	3065	4366106	Upper
Staffed Branch (1)	1	Bothell Branch	10304 Main St	_ i	Bothell	WA	98006	98011-3430		3065	225072	
							98203		King County	3065	225072	Moderate
Staffed Branch (1) Staffed Branch (1)		Everett-Evergreen Way Cns Branch Kirkland Branch	6623 Evergreen Way 132 Kirkland Ave		Everett Kirkland	WA WA	98203	98203-4552 98033-6504	Snohomish County King County	3079	2068143	
			21111 Highway 99			WA	98033 98036	98033-6504	Snohomish County	3065	1214475	Upper
Staffed Branch (1)		Lynnwood Terrace Branch		<u> </u>	Lynnwood	WA	98036 98270			3079	580173	
Staffed Branch (1)		Marysville Branch	1020 State Ave		Marysville			98270-4241	Snohomish County			Moderate
Staffed Branch (1)		Mill Creek Branch	16412 9th Ave SE		Mill Creek	. WA	98012	98012-6307	Snohomish County	3079	1839168	Middle
Staffed Branch (1)		Redmond Branch	17000 Avondale Way NE		Redmond	WA	98052	98052-4409	King County	3065	2572341	Upper
Staffed Branch (1)		Seattle 5th Avenue Branch	1200 5th Ave	_i	Seattle	WA	98101	98101-3132	King County	3065	3509250	Middle
Staffed Branch (1)		Seattle-Queen Anne Branch	1936 Queen Anne Ave N		Seattle	WA	98109	98109-2548	King County	3065	4754262	Upper
Staffed Branch (1)	1	Tacoma Branch	1501 Commerce St		Tacoma	WA	98402	98402-3306	Pierce County	3075	496760	Middle
Staffed Branch (1)	1	Woodinville Branch	17922 140th Ave NE		Woodinville	WA	98072	98072-6819	King County	3065	1847789	Middle
Staffed Branch (1)	1	Fresno-McLane High School Branch	2727 N Cedar Ave		Fresno	CA	93703		Fresno County	199	4255750	Middle

PUBLIC EXHIBIT 4

DEPOSIT HHI SUMMARY TABLES

DEPOSIT DATA AND HHIS

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OVERLAPPING FEDERAL RESERVE BANKING MARKETS

Summary of Deposit Market Shares and HHIs for Overlapping Federal Reserve Banking Markets

	Total Market	HHI (1) (2)			Weig	,	
Federal Reserve Banking Market	Deposits (\$000)	Pre-Merger	Post-Merger	Delta	Pre-Merger (Buyer)	hted Market Share (% Pre-Merger (Seller)	Post-Merger (2)
Bakersfield, CA	13,861,034	1,512	1,515	3	0.25	3.34	3.59
Big Bear Lake, CA	373,655	2,681	3,963	1,282	19.16	33.44	52.60
Davis, CA	2,589,703	2,101	2,142	41	4.99	4.15	9.13
Hemet, CA	2,385,563	1,754	1,780	26	4.47	2.79	7.26
Hesperia-AppleValley-Victorville, CA	4,107,119	1,772	1,955	183	10.89	7.05	17.94
Los Angeles, CA	886,323,762	876	905	29	1.95	6.02	7.97
Modesto, CA	13,739,951	1,085	1,091	6	2.44	0.97	3.41
Oxnard-Thousand Oaks-Ventura, CA	26,398,192	1,588	1,601	13	1.48	3.91	5.39
Palm Springs-Cathedral City-Palm Desert, CA	11,073,316	1,205	1,261	56	7.27	3.89	11.15
Phoenix, AZ**	170,968,340	1,610	1,620	10	1.76	2.17	3.93
Portland, OR-WA	92,765,445	1,376	1,403	27	17.26	0.50	17.76
Redding, CA	4,546,213	1,402	1,428	26	7.37	1.55	8.92
Riverside-San Bernardino, CA	33,345,958	1,653	1,678	25	3.55	2.97	6.52
Sacramento, CA	85,915,243	1,320	1,527	207	14.54	4.00	18.54
Salinas, CA	5,355,900	1,430	1,444	14	0.87	7.95	8.82
San Diego, CA	155,581,503	1,102	1,186	84	3.14	9.46	12.60

	Total Market Deposits	HHI (1) (2)			Weig	Weighted Market Share (%)				
Federal Reserve Banking Market	(\$000)	Pre-Merger	Post-Merger	Delta	Pre-Merger (Buyer)	Pre-Merger (Seller)	Post-Merger (2)			
San Francisco-Oakland-San Jose, CA	889,503,551	1,617	1,620	3	0.89	1.55	2.44			
San Luis Obispo, CA	9,575,349	1,345	1,358	13	1.72	3.02	4.74			
Santa Barbara, CA	13,677,906	1,202	1,211	9	0.30	14.80	15.10			
Santa Cruz, CA	8,236,522	1,610	1,623	13	1.71	2.47	4.19			
Santa Maria, CA	3,115,190	1,547	1,551	4	0.74	3.00	3.75			
Seattle, WA	188,855,487	1,258	1,287	29	7.78	1.25	9.03			
Sonoma, CA	1,398,853	1,294	1,329	35	2.57	6.82	9.39			
Stockton, CA	13,686,652	1,311	1,313	2	0.97	1.22	2.19			
Temecula, CA	8,077,872	1,904	1,932	28	6.29	2.24	8.54			
Watsonville, CA	1,714,035	1,666	1,692	26	0.92	13.98	14.90			
Yuba City-Marysville, CA	4,429,979	1,141	1,162	21	3.82	1.44	5.26			
Aggregate	2,651,602,293	-	-	-	3.07	3.75	6.82			

Note:

⁽¹⁾ HHIs calculated using the Federal Reserve baseline deposit weightings: banks (100%), thrifts (50%), savings banks (50%) and credit unions (0%).

⁽²⁾ Post-Merger weighted market shares and HHIs based on pro forma combined deposit market shares without giving effect to the exclusion of certain deposits in certain overlapping markets. Overlapping Federal Reserve banking markets expected to be affected by excluded deposits in connection with Excluded Assets and Liabilities Transfer are Los Angeles, CA, San Francisco-Oakland-San Jose, CA and Santa Barbara, CA.

^{**}Please refer to the discussion in Part IV.A. of the Preliminary Statement regarding the attribution of Union Bank's PurePoint Financial online deposits to the PurePoint Operations Center and Union Bank's lack of branch presence in Arizona.

Deposit Market Shares and HHIs Calculated Using Baseline Federal Reserve Weighting

Big Bear Lake, CA Federal Reserve Banking Market

Baseline Federal Reserve Deposit Weightings

Para de Carra de Carr		Total Weighted Market Deposits	Weighted Deposit Market Share
Parent Company		(\$000)	(%)
U.S. Bancorp	\$	71,610	19.16
Mitsubishi UFJ Financial Group Inc.		124,946	33.44
Combined		196,556	52.6
First Foundation Inc.	\$	111,099	29.73
Citigroup Inc.		66,000	17.66
Alaska USA FCU	-	-	
Market Total		307,848	100

DEPOSIT DATA AND HHIS

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OVERLAPPING COUNTIES

Summary of Deposit Market Shares and HHIs for Overlapping Counties

	Total Market	HHI (1)		Total Market Share (%		al Market Share (%)	•	
County	Deposits (\$000)	Pre-Merger	Post-Merger	Delta	Pre-Merger (Buyer)	Pre-Merger (Seller)	Post-Merger	
Maricopa, AZ**	169,674,614	1,600	1,609	9	1.75	2.18	3.94	
Alameda, CA	82,654,188	1,507	1,522	15	2.51	1.97	4.48	
Contra Costa, CA	66,994,147	1,503	1,508	5	1.69	1.35	3.04	
Kern, CA	16,246,179	1,379	1,382	3	0.21	4.11	4.32	
Los Angeles, CA	654,202,042	881	908	27	1.66	6.79	8.45	
Marin, CA	16,082,441	1,419	1,428	9	1.87	2.33	4.20	
Monterey, CA	12,888,060	1,580	1,586	6	0.36	7.14	7.50	
Orange, CA	210,347,117	972	998	26	2.30	3.88	6.18	
Placer, CA	12,864,209	1,291	1,317	26	6.49	1.98	8.47	
Riverside, CA	42,242,633	1,413	1,450	37	4.87	3.38	8.24	
Sacramento, CA	70,919,557	1,389	1,689	300	16.30	4.48	20.79	
San Bernardino, CA	38,350,234	1,448	1,497	49	6.74	3.04	9.78	
San Diego, CA	155,916,162	1,104	1,187	83	3.14	9.44	12.57	

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	Total Market Deposits		HHI (1)		Tot	Total Market Share (%)		
County	(\$000)	Pre-Merger	Post-Merger	Delta	Pre-Merger (Buyer)	Pre-Merger (Seller)	Post-Merger	
San Francisco, CA	356,039,789	3,460	3,462	2	0.26	1.97	2.23	
San Joaquin, CA	15,986,956	1,254	1,258	4	1.59	1.05	2.63	
San Luis Obispo, CA	9,838,568	1,367	1,380	13	1.67	2.94	4.61	
San Mateo, CA	67,500,860	1,442	1,449	7	2.29	1.26	3.55	
Santa Barbara, CA	18,410,376	1,125	1,135	10	0.35	12.59	12.94	
Santa Clara, CA	293,426,661	2,557	2,558	1	0.60	0.91	1.52	
Santa Cruz, CA	9,950,557	1,584	1,604	20	1.58	4.45	6.03	
Shasta, CA	4,793,205	1,425	1,453	28	8.65	1.47	10.11	
Sonoma, CA	25,427,478	1,227	1,229	2	1.17	0.38	1.55	
Stanislaus, CA	12,698,590	1,139	1,146	7	2.64	1.05	3.69	
Sutter, CA	3,941,812	1,086	1,116	30	4.29	1.62	5.91	
entura, CA	28,107,720	1,651	1,669	18	1.60	5.12	6.72	
olo, CA	5,380,307	1,662	1,689	27	5.89	2.00	7.89	

	Total Market Deposits		HHI (1)		Tot	al Market Share (%)	
County	(\$000)	Pre-Merger	Post-Merger	Delta	Pre-Merger (Buyer)	Pre-Merger (Seller)	Post-Merger
Multnomah, OR	51,829,530	1,591	1,643	52	18.46	0.90	19.36
King, WA	147,549,607	1,424	1,454	30	8.28	1.18	9.46
Pierce, WA	21,681,870	1,187	1,197	10	5.69	0.54	6.22
Snohomish, WA	17,903,641	1,013	1,051	38	6.32	2.80	9.12
Aggregate	2,639,849,110	-	-	-	2.85	3.79	6.64

Note:

⁽¹⁾ HHIs calculated using the Federal Reserve baseline deposit weightings: banks (100%), thrifts (50%), savings banks (50%) and credit unions (0%).

⁽²⁾ Post-Merger weighted market shares and HHIs based on pro forma combined deposit market shares without giving effect to the exclusion of certain deposits in certain overlapping markets. Overlapping counties expected to be affected by excluded deposits in connection with Excluded Assets and Liabilities Transfer are Los Angeles, CA, San Francisco, CA and Santa Barbara, CA.

^{**}Please refer to the discussion in Part IV.A. of the Preliminary Statement regarding the attribution of Union Bank's PurePoint Financial online deposits to the PurePoint Operations Center and Union Bank's lack of branch presence in Arizona.

Deposit Market Shares and HHIs Calculated Using Baseline Federal Reserve Weighting

San Bernardino, CA County

Baseline Federal Reserve Deposit Weightings

	Total Weighted Market Deposits	Weighted Deposit Market Share
Parent Company	(\$000)	(%)
U.S. Bancorp	\$ 2,583,069	7.38
Mitsubishi UFJ Financial Group Inc.	1,167,131	3.33
Combined	3,750,200	10.71
Bank of America Corp.	\$ 8,165,809	23.33
JPMorgan Chase & Co.	7,396,333	21.13
Wells Fargo & Co.	5,887,065	16.82
CVB Financial Corp.	3,063,167	8.75
Citigroup Inc.	1,222,000	3.49
PacWest Bancorp	956,932	2.73
East West Bancorp Inc.	702,229	2.01
Royal Bank of Canada	408,974	1.17
Flagstar Bancorp Inc.	379,864	1.09
BNP Paribas SA	339,182	0.97
Cathay General Bancorp	319,144	0.91
Pacific Premier Bancorp Inc.	315,013	0.9
Chino Commercial Bancorp	300,941	0.86
The PNC Financial Services Group Inc.	279,039	0.8
Zions Bancorp. NA	273,706	0.78
Banner Corp.	254,666	0.73
CIT Group Inc.	194,322	0.56
First Foundation Inc.	171,062	0.49
Hope Bancorp Inc.	154,738	0.44
Golden State Bancorp	119,586	0.34
Other Market Participants (41)	350,584	1
Market Total	35,004,556	100

PUBLIC EXHIBIT 5

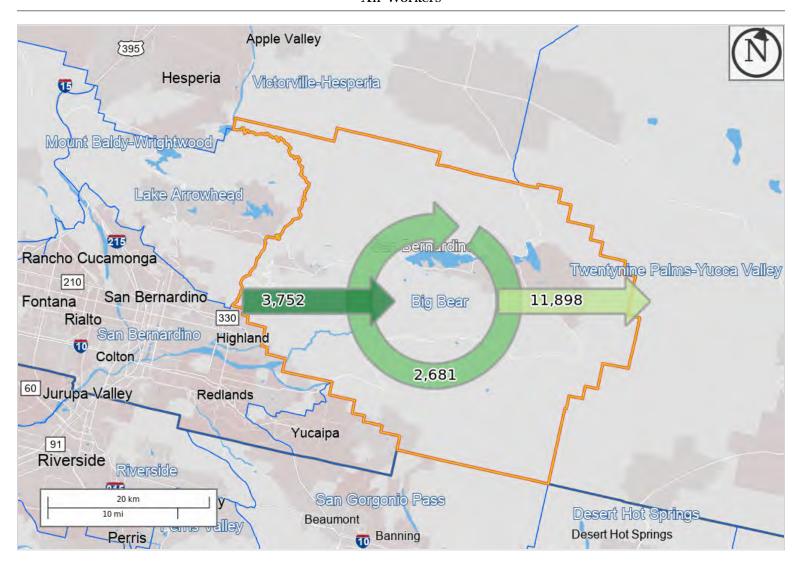
BIG BEAR LAKE MARKET CENSUS DATA

Inflow/Outflow Report

All Jobs for All Workers in 2018

Created by the U.S. Census Bureau's OnTheMap https://onthemap.ces.census.gov on 08/16/2021

Inflow/Outflow Counts of All Jobs for Selection Area in 2018 All Workers



Map Legend

Selection Areas

Inflow/Outflow

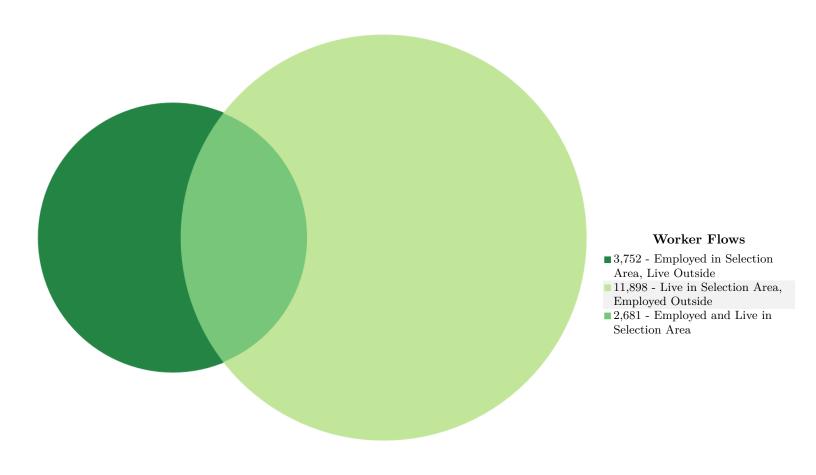
- → Employed and Live in Selection Area
- Employed in Selection Area, Live
- Outside
- Live in Selection Area, Employed

Outside

Note: Overlay arrows do not indicate directionality of worker flow between home and employment locations.







Inflow/Outflow Counts of All Jobs for Selection Area in 2018
All Workers

	2018	
Worker Totals and Flows	Count	Share
Employed in the Selection Area	6,433	100.0
Employed in the Selection Area but Living Outside	3,752	58.3
Employed and Living in the Selection Area	2,681	41.7
Living in the Selection Area	14,579	100.0
Living in the Selection Area but Employed Outside	11,898	81.6
Living and Employed in the Selection Area	2,681	18.4



Additional Information

Analysis Settings

Analysis Type	Inflow/Outflow
Selection area as	N/A
Year(s)	2018
Job Type	All Jobs
Selection Area	Big Bear CCD (San Bernardino, CA) from County Subdivisions
Selected Census Blocks	2,293
Analysis Generation Date	08/16/2021 23:25 - On The Map 6.8
Code Revision	5 dc 8e 60 ec 2609 d78 eb fa 7 d4b 188 db 13 aacbb 1ba 6
LODES Data Version	20201117 1559

Data Sources

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2018).

Notes

- 1. Race, Ethnicity, Educational Attainment, and Sex statistics are beta release results and are not available before 2009.
- $2.\,$ Educational Attainment is only produced for workers aged 30 and over.
- 3. Firm Age and Firm Size statistics are beta release results for All Private jobs and are not available before 2011 and in 2018.

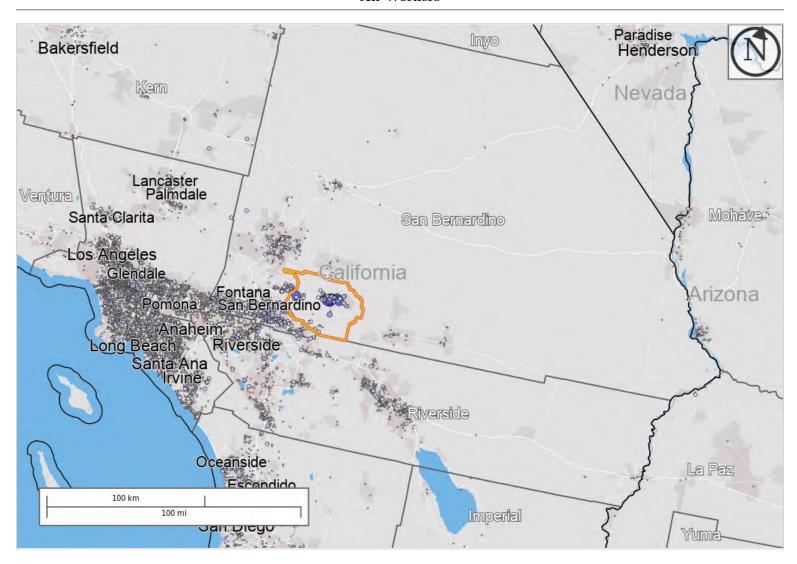


Distance/Direction Report - Home to Work

All Jobs for All Workers in 2018

Created by the U.S. Census Bureau's OnTheMap https://onthemap.ces.census.gov on 08/17/2021

Counts and Density of Work Locations for All Jobs in Home Selection Area in 2018 All Workers



Map Legend

Job Density [Jobs/Sq. Mile]

- **5** 50
- **51** 187
- **188 415**
- **416 735**
- **736 1,146**

Job Count [Jobs/Census Block]

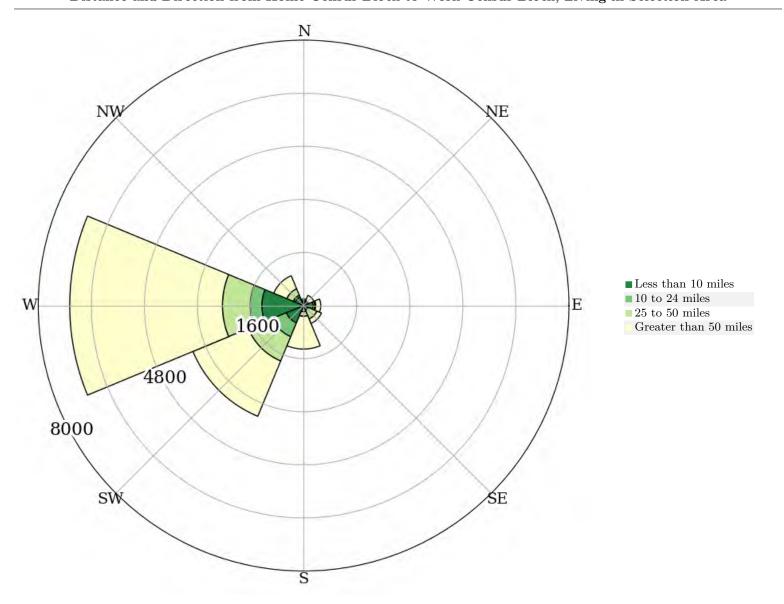
- . 1 2
- . 3 13
- 14 42
- 43 99
- 100 194

Selection Areas





Distance and Direction from Home Census Block to Work Census Block, Living in Selection Area



 ${\bf All\ Jobs\ for\ All\ Workers\ in\ 2018}$ Distance from Home Census Block to Work Census Block, Living in Selection Area

	2018		
Distance	Count	Share	
Total All Jobs	14,579	100.0	
Less than 10 miles	2,834	19.4	
10 to 24 miles	1,063	7.3	
25 to 50 miles	2,334	16.0	
Greater than 50 miles	8,348	57.3	



Additional Information

Analysis Settings

Analysis Type	Distance/Direction
Selection area as	Home
Year(s)	2018
Job Type	All Jobs
Selection Area	Big Bear CCD (San Bernardino, CA) from County Subdivisions
Selected Census Blocks	2,293
Analysis Generation Date	08/17/2021 00:34 - OnTheMap 6.8
Code Revision	5 dc 8e 60 ec 2609 d78 eb fa 7 d4b 188 db 13 aacbb 1ba 6
LODES Data Version	20201117 1559

Data Sources

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2018).

Notes

- 1. Race, Ethnicity, Educational Attainment, and Sex statistics are beta release results and are not available before 2009.
- $2.\,$ Educational Attainment is only produced for workers aged 30 and over.
- 3. Firm Age and Firm Size statistics are beta release results for All Private jobs and are not available before 2011 and in 2018.

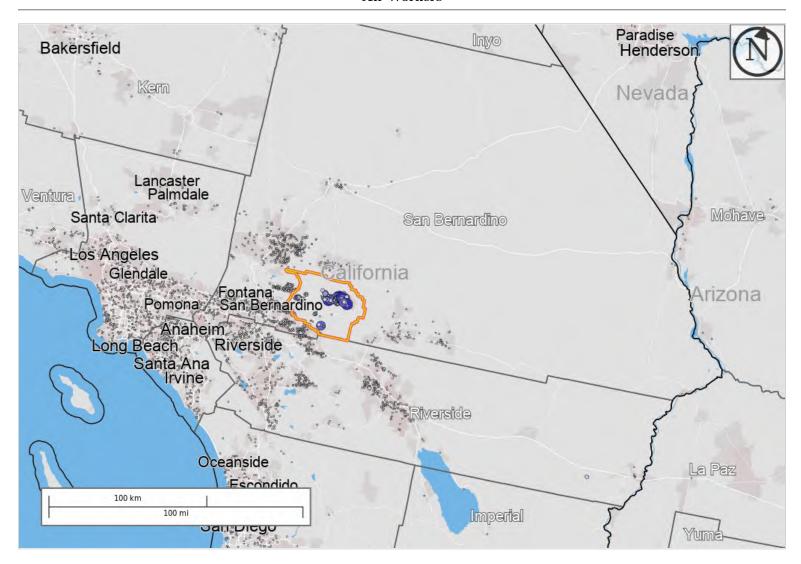


Distance/Direction Report - Work to Home

All Jobs for All Workers in 2018

Created by the U.S. Census Bureau's OnTheMap https://onthemap.ces.census.gov on 08/17/2021

Counts and Density of Home Locations for All Jobs in Work Selection Area in 2018 All Workers



Map Legend

Job Density [Jobs/Sq. Mile]

- **5** 22
- **2**3 73
- **74** 158
- **1**59 277
- **278 430**

Job Count [Jobs/Census Block]

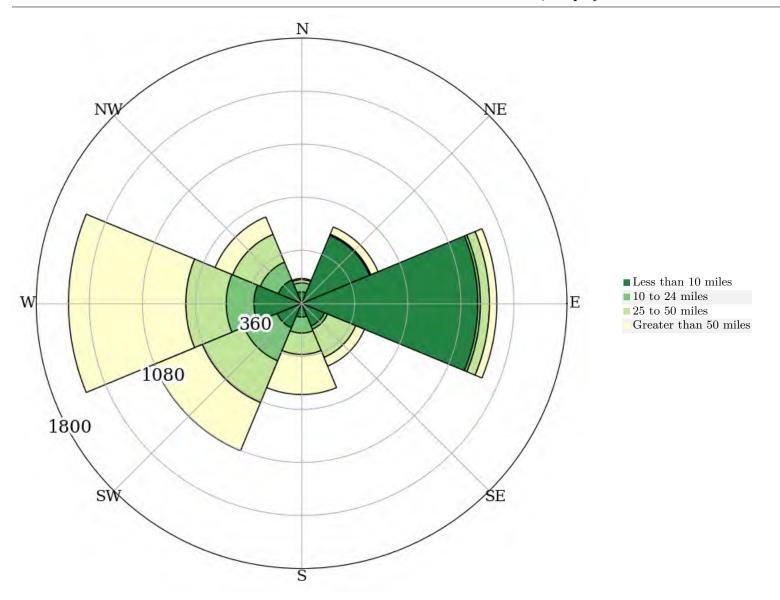
- 1 2
- . 3 6
- 7 12
- 13 22
- 23 34

Selection Areas





Distance and Direction from Work Census Block to Home Census Block, Employed in Selection Area



All Jobs for All Workers in 2018

Distance from Work Census Block to Home Census Block, Employed in Selection Area

	2018		
Distance	Count	Share	
Total All Jobs	6,433	100.0	
Less than 10 miles	2,709	42.1	
10 to 24 miles	780	12.1	
25 to 50 miles	1,219	18.9	
Greater than 50 miles	1,725	26.8	



Additional Information

Analysis Settings

Analysis Type	Distance/Direction
Selection area as	Work
Year(s)	2018
Job Type	All Jobs
Selection Area	Big Bear CCD (San Bernardino, CA) from County Subdivisions
Selected Census Blocks	2,293
Analysis Generation Date	08/17/2021 00:37 - OnTheMap 6.8
Code Revision	5 dc 8e 60 ec 2609 d78 eb fa 7 d4b 188 db 13 aacbb 1ba 6
LODES Data Version	20201117 1559

Data Sources

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2018).

Notes

- 1. Race, Ethnicity, Educational Attainment, and Sex statistics are beta release results and are not available before 2009.
- $2.\,$ Educational Attainment is only produced for workers aged 30 and over.
- 3. Firm Age and Firm Size statistics are beta release results for All Private jobs and are not available before 2011 and in 2018.

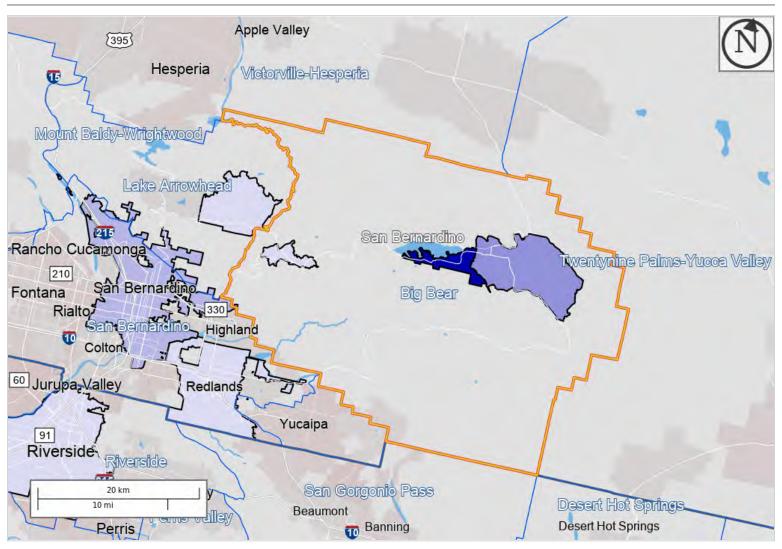


Work Destination Report - Home Selection Area to Work Places (Cities, CDPs, etc.)

All Jobs for All Workers in 2018

Created by the U.S. Census Bureau's OnTheMap https://onthemap.ces.census.gov on 08/16/2021

Counts of All Jobs from Home Selection Area to Work Places (Cities, CDPs, etc.) in 2018 All Workers



Map Legend

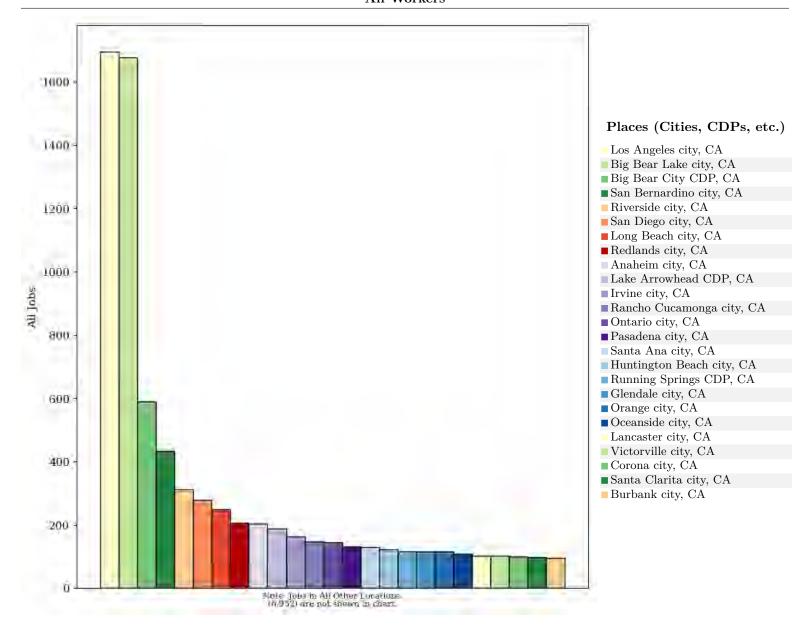
Job Count

- **1**,466 1,694
- **1**,238 1,465
- **1**,010 1,237
- **781 1.009**
- **553** 780
- **325 552**
- 96 324

Selection Areas







All Jobs from Home Selection Area to Work Places (Cities, CDPs, etc.) in 2018

All Workers

	2018	
Places (Cities, CDPs, etc.) as Work Destination Area	Count	Share
All Disease (Cities CDDs sts.)	14570	100.0
All Places (Cities, CDPs, etc.)	$14,\!579$	100.0
Los Angeles city, CA	1,694	11.6
Big Bear Lake city, CA	1,677	11.5
Big Bear City CDP, CA	589	4.0
San Bernardino city, CA	433	3.0
Riverside city, CA	313	2.1
San Diego city, CA	279	1.9
Long Beach city, CA	248	1.7
Redlands city, CA	206	1.4
Anaheim city, CA	205	1.4
Lake Arrowhead CDP, CA	188	1.3



	2018	
Places (Cities, CDPs, etc.) as Work Destination Area	Count	Share
Invine city CA	163	1.1
Irvine city, CA		
Rancho Cucamonga city, CA	148	1.0
Ontario city, CA	145	1.0
Pasadena city, CA	131	0.9
Santa Ana city, CA	130	0.9
Huntington Beach city, CA	123	0.8
Running Springs CDP, CA	117	0.8
Glendale city, CA	115	0.8
Orange city, CA	115	0.8
Oceanside city, CA	110	0.8
Lancaster city, CA	102	0.7
Victorville city, CA	102	0.7
Corona city, CA	100	0.7
Santa Clarita city, CA	98	0.7
Burbank city, CA	96	0.7
All Other Locations	6,952	47.7



Additional Information

Analysis Settings

Analysis Type	Destination
Destination Type	Places (Cities, CDPs, etc.)
Selection area as	Home
Year(s)	2018
Job Type	All Jobs
Selection Area	Big Bear CCD (San Bernardino, CA) from County Subdivisions
Selected Census Blocks	2,293
Analysis Generation Date	08/16/2021 23:29 - On The Map 6.8
Code Revision	5 dc 8e 60 ec 2609 d78 eb fa 7 d4b 188 db 13 aacbb 1ba 6
LODES Data Version	20201117_1559

Data Sources

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2018).

Notes

- 1. Race, Ethnicity, Educational Attainment, and Sex statistics are beta release results and are not available before 2009.
- 2. Educational Attainment is only produced for workers aged 30 and over.
- 3. Firm Age and Firm Size statistics are beta release results for All Private jobs and are not available before 2011 and in 2018.



PUBLIC EXHIBIT 6

SMALL BUSINESS LENDING COMPETITION INFORMATION

SMALL BUSINESS LOAN DATA HHIS BY COUNTY

(LOAN AMOUNTS ORIGINATED)

LOAN ORIGINATIONS BY COUNTY HHIS BY LOAN AMOUNTS ORIGINATED

		Loan Size < \$100k	(Lo	an Size \$100K - \$25	50K	Lo	oan Size \$250K - \$	1M		Lo	an Size \$100K - \$1	1M		Loan Size < \$1M	
	Pre-Merger HHI < \$100K	Pro Forma HHI <100K	HHI Delta <100K		Pro Forma HHI \$100K - \$250K	HHI Delta \$100K - \$250K	Pre-Merger HHI \$250K - \$1M	Pro Forma HHI \$250K - \$1M	HHI Delta \$250K - \$1M	-	Pre-Merger HHI \$100K - \$1M	Pro Forma HHI \$100K - \$1M	HHI Delta \$100K - \$1M	Pre-Merger HHI < \$1M	Pro Forma HHI < \$1M	HHI Delta < \$1M
Arizona- Maricopa County	1266	1266	0	533	533	0	404	404	0		405	405	0	653	653	0
Arizona- Pinal County	1215	1221	6	1809	1818	9	869	874	4		1000	1006	6	878	885	7
Arizona- Santa Cruz County	1783	1790	7	1452	1452	0	3192	3192	0		2585	2585	0	1667	1672	5
California- Alameda County	1544	1550	6	633	655	22	432	441	9		444	457	12	764	773	9
California- Contra Costa County	1547	1555	8	607	617	10	967	975	8		795	805	9	774	783	9
California- El Dorado County	1730	1745	15	702	770	69	547	547	0		525	533	8	1031	1043	12
California- Kern County	1071	1078	7	620	624	4	1135	1139	4		894	898	4	698	703	5
California- Los Angeles County	1539	1550	11	764	787	23	287	296	9		329	342	13	710	723	13
California- Marin County	1886	1901	15	839	863	25	722	738	16		702	723	21	923	942	19
California- Merced County	882	886	4	1227	1227	0	924	924	0		808	808	0	631	632	1
California- Monterey County	1427	1465	38	883	894	11	1233	1236	3		1094	1099	5	827	840	14
California- Napa County	1243	1243	0	709	711	2	798	798	0		739	739	0	662	662	0
California- Nevada County	1555	1589	34	1146	1203	57	1183	1218	36		1066	1110	44	958	1000	42
California- Orange County	1480	1499	20	727	776	50	295	316	22		330	359	30	671	697	26
California- Placer County	1442	1456	14	488	506	19	581	589	8		531	543	12	650	663	13
California- Riverside County	1169	1185	16	586	600	15	460	476	16		441	459	18	616	634	18
California- Sacramento County	1356	1367	11	578	592	13	431	446	15		420	435	15	651	665	14
California- San Benito County	1233	1308	76	1977	1977	0	1651	1651	0		1280	1280	0	871	913	42
California- San Bernardino County	1187	1201	14	692	705	13	404	415	11		417	429	12	618	632	14
California- San Diego County	1359	1397	37	730	792	62	385	414	29		423	464	41	730	770	40
California- San Francisco County	1639	1642	3	1093	1102	10	664	671	7		699	707	8	846	852	5
California- San Joaquin County	1064	1067	3	884	885	1	962	967	5		858	862	4	686	689	4
California- San Luis Obispo County	1009	1021	12	868	870	2	866	866	0		848	849	1	691	694	3
California- San Mateo County	1534	1539	5	1050	1114	64	624	642	18		658	689	31	857	873	16
California- Santa Barbara County	1093	1118	24	670	701	31	865	869	4		755	763	8	600	613	14
California- Santa Clara County	1513	1520	6	743	763	20	526	534	8		539	552	13	808	818	10
California- Santa Cruz County	1646	1661	14	1283	1306	23	3087	3087	0		2563	2565	2	1441	1448	6
California- Shasta County	1001	1023	23	1317	1351	34	1460	1460	0		1371	1378	7	999	1010	10
California- Solano County	1265	1268	3	711	721	10	825	833	8		766	775	9	772	778	7
California- Sonoma County	1344	1348	5	777	781	4	1006	1008	2		905	908	4	776	780	4
California- Stanislaus County	1007	1012	5	709	713	4	1170	1174	3		1004	1008	4	732	736	5
California- Sutter County	1112	1118	6	1207	1209	2	1340	1343	3		1151	1154	3	904	908	4
California- Ventura County	1421	1443	22	605	641	36	551	559	8		514	528	14	780	800	19

		Loan Size < \$100	K	Lo	an Size \$100K - \$2	250K	Le	oan Size \$250K - \$	1M	Lo	oan Size \$100K - \$	1M		Loan Size < \$1M	
	Pre-Merger HHI < \$100K	Pro Forma HHI <100K	HHI Delta <100K	Pre-Merger HHI \$100K - \$250K	Pro Forma HHI \$100K - \$250K	HHI Delta \$100K - \$250K	Pre-Merger HHI \$250K - \$1M	Pro Forma HHI \$250K - \$1M	HHI Delta \$250K - \$1M	Pre-Merger HHI \$100K - \$1M	Pro Forma HHI \$100K - \$1M	HHI Delta \$100K - \$1M	Pre-Merger HHI < \$1M	Pro Forma HHI < \$1M	HHI Delta < \$1N
California- Yolo County	1210	1227	17	1045	1052	8	1627	1627	0	1472	1475	3	997	1004	7
California- Yuba County	1153	1180	27	1108	1108	0	1362	1362	0	1021	1021	0	839	861	21
Oregon- Clackamas County	1245	1245	0	690	696	6	733	769	37	696	726	29	682	703	20
Oregon- Columbia County	1308	1327	19	1812	1827	15	1978	1984	6	1769	1777	8	1047	1058	11
Oregon- Marion County	1068	1084	15	1863	1865	3	1575	1578	4	1602	1605	4	1149	1155	6
Oregon- Multnomah County	1212	1215	4	555	568	14	720	744	24	658	680	22	694	709	15
Oregon- Washington County	1199	1199	0	708	708	0	947	947	0	856	856	0	741	741	0
Oregon- Yamhill County	1190	1191	1	1666	1666	0	2182	2182	0	2066	2066	0	1298	1298	0
Washington- Clark County	1113	1114	1	721	721	0	998	998	0	913	913	0	724	724	0
Washington- Columbia County	1238	1252	14	3871	3871	0	4365	4391	26	3499	3526	27	2767	2792	25
Washington- Cowlitz County	818	833	15	1572	1572	0	1685	1685	0	1573	1573	0	1128	1131	3
Washington- Island County	1166	1178	12	1518	1518	0	1785	1790	6	1684	1689	5	1180	1187	7
Washington- King County	1236	1243	6	508	529	21	597	621	23	551	574	23	625	641	16
Washington- Kitsap County	1045	1055	10	2042	2042	0	2549	2549	0	2438	2438	0	1593	1596	3
Washington- Pierce County	905	909	4	756	759	3	913	931	18	867	882	15	680	691	11
Washington- Snohomish County	1181	1193	13	631	657	26	696	710	15	672	690	17	591	607	16

Note: Small business lending data determined in accordance with the methodology described in Part IV.A. of the Application List of counties includes all counties in overlapping Federal Reserve banking markets

SMALL BUSINESS LOAN DATA HHIS BY COUNTY

(Number of Loans Originated)

LOAN ORIGINATIONS BY COUNTY HHIS BY NUMBER OF LOANS ORIGINATED

		Loan Size < \$100k	(Lo	an Size \$100K - \$25	50K	L	oan Size \$250K - \$	1M	Lo	an Size \$100K - \$1	1M		Loan Size < \$1M	
	Pre-Merger HHI < \$100K	Pro Forma HHI <100K	HHI Delta <100K		Pro Forma HHI \$100K - \$250K	HHI Delta \$100K - \$250K	Pre-Merger HHI \$250K - \$1M	Pro Forma HHI \$250K - \$1M	HHI Delta \$250K \$1M	Pre-Merger HHI \$100K - \$1M	Pro Forma HHI \$100K - \$1M	HHI Delta \$100K - \$1M	Pre-Merger HHI < \$1M	Pro Forma HHI < \$1M	HHI Delta < \$1M
Arizona- Maricopa County	1390	1390	0	604	604	0	379	379	0	437	437	0	1297	1297	0
Arizona- Pinal County	1288	1290	2	3054	3059	5	1376	1379	3	2250	2254	4	1225	1228	3
Arizona- Santa Cruz County	1156	1158	2	1717	1717	0	3340	3340	0	2307	2307	0	1096	1098	2
California- Alameda County	1663	1665	2	694	711	16	433	440	8	498	511	12	1558	1561	3
California- Contra Costa County	1465	1468	3	689	697	8	1083	1090	6	760	769	8	1357	1360	4
California- El Dorado County	1251	1258	7	807	867	61	516	516	0	577	600	23	1207	1215	8
California- Kern County	1070	1073	3	689	692	2	1362	1363	1	884	886	2	950	953	3
California- Los Angeles County	1646	1651	4	791	809	18	269	277	8	428	441	13	1560	1565	5
California- Marin County	1646	1654	8	931	946	15	750	762	12	767	786	19	1536	1546	10
California- Merced County	1082	1084	2	1239	1239	0	1000	1000	0	893	893	0	1002	1004	2
California- Monterey County	1245	1263	18	1102	1108	6	1479	1480	1	1235	1238	3	1095	1112	17
California- Napa County	1330	1331	0	696	698	2	758	758	0	650	651	1	1204	1204	1
California- Nevada County	1352	1364	12	1243	1278	35	1758	1790	32	1325	1364	39	1251	1266	15
California- Orange County	1523	1530	7	723	762	39	285	303	18	409	439	30	1429	1438	9
California- Placer County	1275	1282	7	556	570	14	604	613	8	531	543	12	1168	1176	8
California- Riverside County	1209	1214	5	621	633	12	465	479	14	462	477	15	1150	1156	6
California- Sacramento County	1278	1281	3	639	651	11	432	442	10	456	467	12	1195	1200	4
California- San Benito County	1079	1101	22	1746	1746	0	1474	1474	0	1122	1122	0	1027	1052	25
California- San Bernardino County	1252	1256	4	787	799	12	414	422	9	516	527	11	1180	1185	5
California- San Diego County	1426	1440	14	765	815	50	376	399	23	506	548	42	1350	1367	16
California- San Francisco County	2015	2016	1	1082	1090	7	658	663	5	771	778	7	1877	1879	1
California- San Joaquin County	1080	1081	1	844	845	1	859	862	3	748	750	2	964	965	1
California- San Luis Obispo County	1139	1144	4	761	762	1	822	822	0	771	772	1	1035	1039	4
California- San Mateo County	1660	1663	2	1078	1129	51	606	619	13	754	789	35	1567	1570	4
California- Santa Barbara County	1316	1326	11	743	767	24	1115	1119	5	847	860	13	1172	1185	12
California- Santa Clara County	1694	1697	2	770	785	15	502	510	7	569	582	14	1596	1600	3
California- Santa Cruz County	1365	1373	8	1939	1951	12	4417	4417	0	3116	3120	4	1240	1249	9
California- Shasta County	1055	1067	12	1437	1456	19	1608	1608	0	1480	1489	9	899	912	13
California- Solano County	1199	1201	2	931	938	7	1080	1084	4	959	965	6	1120	1122	2
California- Sonoma County	1277	1279	3	1649	1651	2	1181	1183	2	1336	1339	3	1150	1153	3
California- Stanislaus County	1001	1003	2	738	741	3	1164	1168	4	879	883	4	908	911	2
California- Sutter County	787	791	4	1225	1226	1	1497	1499	2	1233	1234	1	679	683	4
California- Ventura County	1354	1362	8	652	682	30	537	542	5	512	528	16	1292	1301	10

		Loan Size < \$100	v.	lo	an Size \$100K - \$2	PEOK	10	oan Size \$250K - \$:1M	l.	oan Size \$100K - \$	1M		Loan Size < \$1M	
	Pre-Merger HHI < \$100K		HHI Delta <100K			HHI Delta \$100K - \$250K		Pro Forma HHI \$250K - \$1M				HHI Delta \$100K - \$1M	Pre-Merger HHI < \$1M		
California- Yolo County	1313	1319	6	1583	1587	4	2168	2168	0	1875	1878	3	1154	1159	6
California- Yuba County	1063	1069	6	1285	1285	0	1429	1429	0	1011	1011	0	1005	1011	6
Oregon- Clackamas County	1265	1265	0	707	710	3	765	789	23	685	697	12	1147	1149	2
Oregon- Columbia County	1220	1227	7	1667	1677	10	1736	1746	10	1349	1360	10	1186	1194	8
Oregon- Marion County	1137	1143	6	2493	2495	2	1916	1920	4	2130	2133	3	987	993	6
Oregon- Multnomah County	1303	1305	2	561	573	12	722	742	20	596	613	17	1213	1216	3
Oregon- Washington County	1328	1328	0	712	712	0	905	905	0	753	753	0	1240	1240	0
Oregon- Yamhill County	1148	1149	1	1670	1670	0	1933	1933	0	1772	1772	0	1024	1025	1
Washington- Clark County	1239	1239	1	849	849	0	1097	1097	0	941	941	0	1137	1138	0
Washington- Columbia County	1162	1173	12	4583	4583	0	4112	4126	13	3233	3243	10	1168	1181	12
Washington- Cowlitz County	1079	1084	5	1879	1879	0	2243	2243	0	1972	1972	0	939	943	4
Washington- Island County	1104	1110	6	1575	1575	0	2174	2177	4	1847	1849	2	947	953	7
Washington- King County	1494	1497	2	507	522	14	541	561	19	473	491	18	1376	1379	3
Washington- Kitsap County	1176	1179	3	2653	2653	0	4912	4912	0	4035	4035	0	1000	1002	2
Washington- Pierce County	1102	1104	1	697	699	2	806	814	9	730	735	5	974	976	2
Washington- Snohomish County	1336	1343	6	814	831	16	884	892	8	840	852	12	1180	1187	7

Note: Small business lending data determined in accordance with the methodology described in Part IV.A. of the Application List of counties includes all counties in overlapping Federal Reserve banking markets

SMALL BUSINESS LOAN HHIS BY MSA

(LOAN AMOUNTS ORIGINATED)

LOAN ORIGINATIONS BY MSA HHIS BY LOAN AMOUNTS ORIGINATED

															-
		Loan Size < \$100	K	Le	oan Size \$100K - \$25	0K	Lo	oan Size \$250K - \$1	М	Lo	an Size \$100K - \$	1M		Loan Size < \$1N	
	Pre-Merger HHI < \$100K	Pro Forma HHI <100K	HHI Delta <100K	Pre-Merger HH \$100K - \$250K	Pro Forma HHI \$100K - \$250K	HHI Delta \$100K - \$250K	Pre-Merger HHI \$250K - \$1M	Pro Forma HHI \$250K - \$1M	HHI Delta \$250K - \$1M	Pre-Merger HHI \$100K - \$1M	Pro Forma HHI \$100K - \$1M	HHI Delta \$100K - \$1M	Pre-Merger HHI < \$1M	Pro Forma HHI \$1M	< HHI Delta < \$1M
Bakersfield, CA MSA	1071	1078	7	620	624	4	1135	1139	4	894	898	4	698	703	5
Los Angeles-Long Beach-Anaheim, CA MSA	1517	1530	13	739	769	30	272	284	12	314	331	17	691	707	16
Modesto, CA MSA	1007	1012	5	709	713	4	1170	1174	3	1004	1008	4	732	736	5
Oxnard-Thousand Oaks-Ventura, CA MSA	1421	1443	22	605	641	36	551	559	8	514	528	14	780	800	19
Phoenix-Mesa-Chandler, AZ MSA	1259	1259	0	535	536	1	403	404	1	404	405	1	652	653	2
Portland-Vancouver-Hillsboro, OR-WA MSA	1186	1187	2	556	563	7	686	700	15	638	651	13	648	657	9
Redding, CA MSA	1001	1023	23	1317	1351	34	1460	1460	0	1371	1378	7	999	1010	10
Riverside-San Bernardino-Ontario, CA MSA	1171	1186	15	603	617	14	378	391	14	386	401	15	602	618	16
Sacramento-Roseville-Folsom, CA MSA	1388	1401	13	500	516	16	400	410	10	388	401	13	625	638	13
Salinas, CA MSA	1427	1465	38	883	894	11	1233	1236	3	1094	1099	5	827	840	14
San Diego-Chula Vista-Carlsbad, CA MSA	1359	1397	37	730	792	62	385	414	29	423	464	41	730	770	40
San Francisco-Oakland-Berkeley, CA MSA	1567	1572	6	671	692	22	393	403	10	415	429	14	726	737	10
San Jose-Sunnyvale-Santa Clara, CA MSA	1503	1510	7	734	755	21	527	535	8	537	550	13	803	814	11
San Luis Obispo-Paso Robles, CA MSA	1009	1021	12	868	870	2	866	866	0	848	849	1	691	694	3
Santa Cruz-Watsonville, CA MSA	1646	1661	14	1283	1306	23	3087	3087	0	2563	2565	2	1441	1448	6
Santa Maria-Santa Barbara, CA MSA	1093	1118	24	670	701	31	865	869	4	755	763	8	600	613	14
Santa Rosa-Petaluma, CA MSA	1344	1348	5	777	781	4	1006	1008	2	905	908	4	776	780	4
Seattle-Tacoma-Bellevue, WA MSA	1164	1171	8	456	476	20	551	572	21	515	536	21	556	572	16
Stockton, CA MSA	1064	1067	3	884	885	1	962	967	5	858	862	4	686	689	4
Yuba City, CA MSA	1097	1106	9	1117	1120	3	1174	1179	4	1020	1024	4	806	812	6

Note: Small business lending data determined in accordance with the methodology described in Part IV.A. of the Application List of MSAs includes all overlapping MSAs

SMALL BUSINESS LOAN HHIS BY MSA

(Number of Loans Originated)

LOAN ORIGINATIONS BY MSA HHIS BY NUMBER OF LOANS ORIGINATED

		Loan Size < \$100	K		an Size \$100K - \$25			oan Size \$250K - \$			oan Size \$100K - \$			Loan Size < \$1N	
	Pre-Merger HHI < \$100K	Pro Forma HHI <100K	HHI Delta <100K	Pre-Merger HHI \$100K - \$250K	Pro Forma HHI \$100K - \$250K	HHI Delta \$100K - \$250K	Pre-Merger HHI \$250K - \$1M	Pro Forma HHI \$250K - \$1M	HHI Delta \$250K - \$1M	Pre-Merger HHI \$100K - \$1M	Pro Forma HHI \$100K - \$1M	HHI Delta \$100K - \$1M	Pre-Merger HHI < \$1M	Pro Forma HHI < \$1M	HHI Del
Bakersfield, CA MSA	1070	1073	3	689	692	2	1362	1363	1	884	886	2	950	953	
os Angeles-Long Beach-Anaheim, CA MSA	1611	1616	5	756	780	24	252	262	10	406	423	18	1522	1528	
Modesto, CA MSA	1001	1003	2	738	741	3	1164	1168	4	879	883	4	908	911	
Oxnard-Thousand Oaks-Ventura, CA MSA	1354	1362	8	652	682	30	537	542	5	512	528	16	1292	1301	
Phoenix-Mesa-Chandler, AZ MSA	1380	1381	0	628	628	1	380	380	1	447	448	1	1288	1288	
Portland-Vancouver-Hillsboro, OR-WA MSA	1270	1271	1	544	549	5	664	675	11	566	574	8	1172	1173	
Redding, CA MSA	1055	1067	12	1437	1456	19	1608	1608	0	1480	1489	9	899	912	
tiverside-San Bernardino-Ontario, CA MSA	1226	1230	5	663	676	12	375	386	11	447	460	13	1161	1166	
acramento-Roseville-Folsom, CA MSA	1269	1274	5	544	557	13	413	421	8	416	427	11	1178	1183	
alinas, CA MSA	1245	1263	18	1102	1108	6	1479	1480	1	1235	1238	3	1095	1112	
an Diego-Chula Vista-Carlsbad, CA MSA	1426	1440	14	765	815	50	376	399	23	506	548	42	1350	1367	
an Francisco-Oakland-Berkeley, CA MSA	1692	1694	2	709	726	16	382	390	8	476	489	13	1579	1582	
an Jose-Sunnyvale-Santa Clara, CA MSA	1675	1678	3	761	777	15	501	508	7	564	578	14	1579	1582	
an Luis Obispo-Paso Robles, CA MSA	1139	1144	4	761	762	1	822	822	0	771	772	1	1035	1039	
anta Cruz-Watsonville, CA MSA	1365	1373	8	1939	1951	12	4417	4417	0	3116	3120	4	1240	1249	
Santa Maria-Santa Barbara, CA MSA	1316	1326	11	743	767	24	1115	1119	5	847	860	13	1172	1185	
anta Rosa-Petaluma, CA MSA	1277	1279	3	1649	1651	2	1181	1183	2	1336	1339	3	1150	1153	
eattle-Tacoma-Bellevue, WA MSA	1387	1390	3	427	440	13	484	498	15	427	442	15	1257	1261	
tockton, CA MSA	1080	1081	1	844	845	1	859	862	3	748	750	2	964	965	
uba City, CA MSA	832	836	5	1144	1145	1	1334	1336	3	1117	1119	2	715	720	

Note: Small business lending data determined in accordance with the methodology described in Part IV.A. of the Application List of MSAs includes all overlapping MSAs

SMALL BUSINESS LOAN DATA AND HHIS IN BIG BEAR LAKE FRB BANKING MARKET (LOAN AMOUNTS ORIGINATED)

LOAN ORIGINATIONS IN BIG BEAR LAKE FEDERAL RESERVE BANKING MARKET HHIS BY LOAN AMOUNTS ORIGINATED

		Loan Size < \$100	K	Lo	Loan Size \$100K - \$250K		Loan Size \$250K - \$1M			Lo	oan Size \$100K - \$	1M		Loan Size < \$1M	1
	Pre-Merger HHI < \$100K	Pro Forma HHI <100K	HHI Delta <100K	Pre-Merger HHI \$100K - \$250K		HHI Delta \$100K - \$250K	Pre-Merger HHI \$250K - \$1M	Pro Forma HHI \$250K - \$1M	HHI Delta \$250K - \$1M	Pre-Merger HHI \$100K - \$1M	Pro Forma HHI \$100K - \$1M	HHI Delta \$100K - \$1M	Pre-Merger HHI < \$1M	Pro Forma HHI - \$1M	< HHI Delta < \$1M
Big Bear Lake, CA Fed Market	1300	1567	267	1335	1598	263	1267	1448	181	1198	1403	205	853	1112	259

Note: Small business lending data and market allocation determined in accordance with the methodology described in Part IV.A. of the Application

SMALL BUSINESS LOANS ORIGINATED IN BIG BEAR LAKE FRB BANKING MARKET HHIS BY LOAN AMOUNTS ORIGINATED

Small Business Loan Size Less than \$100,000

	Amt (< \$100K)	Market Share (< \$100K)	Pre-Merger HHI (< \$100K)	Pro Forma HHI (< \$100K)	HHI Delta (< \$100K)
Big Bear Lake, CA Fed Market	\$5,903	100.00%	1300	1567	267
CITIBANK, N.A.0000001461	\$1,524	25.81%	666		
US BANK NA000000024	\$706	11.96%	143		
MUFG UNION BANK, N.A.0000021541	\$659	11.17%	125		
WELLS FARGO BANK N.A.0000000001	\$624	10.56%	112		
JPMORGAN CHASE BANK, NA0000000008	\$585	9.91%	98		
BANK OF AMERICA, N.A.0000013044	\$500	8.47%	72		
AMERICAN EXPRESS NATIONAL BANK0000025151	\$500	8.46%	72		
LAKE FOREST BANK & TRUST, NA0000025149	\$109	1.85%	3		
CAPITAL ONE BANK (USA), N.A.0000024828	\$106	1.79%	3		
BMO HARRIS BANK N.A.0000014583	\$91	1.55%	2		
FIRST FOUNDATION BANK0000058647	\$64	1.08%	1		
METABANK0000705902	\$53	0.90%	1		
CIT BANK N.A.0000025079	\$31	0.53%	0		
WEX BANK0000034697	\$31	0.53%	0		
BANK OF THE WEST0000003514	\$28	0.47%	0		
AMERIS BANK0000020504	\$27	0.46%	0		
SYNCHRONY BANK0000715044	\$23	0.40%	0		
TEXAS CAPITAL BANK0000023248	\$23	0.39%	0		
PACIFIC WESTERN BANK0000024045	\$23	0.39%	0		
CITIZENS BUSINESS BANK0000021716	\$21	0.36%	0		
BBVA USA0000697633	\$17	0.29%	0		
PACIFIC PREMIER BANK0000431172	\$17	0.28%	0		
BANNER BANK0000028489	\$16	0.27%	0		
STEARNS BANK N A0000015576	\$15	0.26%	0		
TCF NATIONAL BANK0000023253	\$10	0.16%	0		
SANTANDER BANK N.A.0000025022	\$9	0.15%	0		
AXOS BANK0000716456	\$8	0.13%	0		
CITY NATIONAL BANK0000014695	\$7	0.12%	0		
GREEN DOT BANK0000243375	\$6	0.09%	0		
FLAGSTAR BANK0000708412	\$5	0.08%	0		
PINNACLE BANK0000035583	\$5	0.08%	0		
ZIONS BANCORPORATION, N.A.0000004341	\$4	0.07%	0		
CATHAY BANK0000018503	\$3	0.06%	0		
DISCOVER BANK0000005649	\$3	0.05%	0		
BANK OF HOPE0000026610	\$3	0.05%	0		
PNC BANK N.A.0000001316	\$3	0.05%	0		
REPUBLIC BANK & TRUST0000023627	\$3	0.05%	0		
COMERICA BANKO00060143	\$3	0.05%	0		
SIMMONS BANK0000663245	\$3	0.05%	0		
CITIZENS BANK, NA0000024571	\$3	0.04%	0		
Chino Commercial Bank, National Association	\$3	0.04%	0		
TBK BANK, SSB0000023498	\$2	0.03%	0		
TRUIST FINANCIAL000009846	\$2	0.03%	0		
	•				

SMALL BUSINESS LOANS ORIGINATED IN BIG BEAR LAKE FRB BANKING MARKET

HHIS BY LOAN AMOUNTS ORIGINATED

Small Business Loan Size Less than \$100,000

	Amt (< \$100K)	Market Share (< \$100K)	Pre-Merger HHI (< \$100K)	Pro Forma HHI (< \$100K)	HHI Delta (< \$100K)
Big Bear Lake, CA Fed Market	\$5,903	100.00%	1300	1567	267
CAPITAL ONE, N.A.0000013688	\$2	0.03%	0		
1ST SOURCE BANK0000991340	\$2	0.03%	0		
CASHMERE VALLEY BANK000001265	\$2	0.03%	0		
VALLEY NATIONAL BANK0000015790	\$2	0.03%	0		
FIRST NATIONAL BANK OF OMAHA000000209	\$2	0.03%	0		
EAST WEST BANK0000197478	\$1	0.03%	0		
SIGNATURE BANK0000057053	\$1	0.02%	0		
FIRST BANK0000169653	\$1	0.02%	0		
FARMER & MERCHANTS BANK OF LON0000871769	\$1	0.02%	0		
AMERICAN BUSINESS BANK0000034788	\$1	0.02%	0		
STATE FARM BANK0000714640	\$1	0.02%	0		
HANMI BANK0000024170	\$1	0.02%	0		
SILICON VALLEY BANK0000802866	\$1	0.02%	0		
JOHN DEERE FINANCIAL, F.S.B.0000715685	\$1	0.02%	0		
ARVEST BANK0000311845	\$1	0.01%	0		
SECURITY STATE BANK & TRUST0000015809	\$1	0.01%	0		
HSBC BANK USA, NA0000024522	\$1	0.01%	0		
FIRST CITIZENS BANK AND TRUST0000011063	\$1	0.01%	0		
OPUS BANK0000033806	\$1	0.01%	0		
UMPQUA BANK0000017266	\$1	0.01%	0		
PROSPERITY BANK0000016835	\$1	0.01%	0		
HOMESTREET BANK0000032489	\$1	0.01%	0		
HOMETRUST BANK0000212577	\$1	0.01%	0		
CARROLLTON BANK0000012383	\$0	0.01%	0		
ROYAL BUSINESS BANK0000058816	\$0	0.01%	0		
BANK OF TENNESSEE0000021573	\$0	0.01%	0		
Golden State Bank	\$0	0.01%	0		
KEYBANK NATIONAL ASSOCIATION0000014761	\$0	0.00%	0		
BANK OF STOCKTON0000001536	\$0	0.00%	0		
BANC OF CALIFORNIA, NA0000025080	\$0	0.00%	0		
MIDFIRST BANK0000714191	\$0	0.00%	0		
WESTERN ALLIANCE BANK0003138146	\$0	0.00%	0		
FIRST INTERSTATE BANK0000659855	\$0	0.00%	0		
Calwest Bank	\$0	0.00%	0		
ENTERPRISE BANK & TRUST0000027237	\$0	0.00%	0		
CTBC BANK000019416	\$0	0.00%	0		
TD BANK N.A.000024096	\$0	0.00%	0		
Provident Savings Bank, F.S.B.	\$0	0.00%	0		
COMMERCE BANK000601050	\$0	0.00%	0		
American Continental Bank	\$0	0.00%	0		
Armed Forces Bank, National Association	\$0	0.00%	0		
First Commercial Bank (U.S.A)	\$0 \$0	0.00%	0		
ALLY BANK0003284070	\$0 \$0	0.00%	0		
FIRST INTERNET BANK000034607	\$0	0.00%	0		
BANK OF LABOR000001874	\$0 \$0	0.00%	0		
Division Dispositional	ΨΟ	0.0070	U		

SMALL BUSINESS LOANS ORIGINATED IN BIG BEAR LAKE FRB BANKING MARKET

HHIS BY LOAN AMOUNTS ORIGINATED

Small Business Loan Size Less than \$100,000

	Amt (< \$100K)	Market Share (< \$100K)	Pre-Merger HHI (< \$100K)	Pro Forma HHI (< \$100K)	HHI Delta (< \$100K)
Big Bear Lake, CA Fed Market	\$5,903	100.00%	1300	1567	267
MORGAN STANLEY BANK, N.A.0000024908	\$0	0.00%	0		
FIRST REPUBLIC BANK0000059017	\$0	0.00%	0		
ALERUS FINANCIAL NA0000013790	\$0	0.00%	0		
AMERICAN FIRST NATIONAL BANK0000023521	\$0	0.00%	0		
POPPY BANK0000057903	\$0	0.00%	0		
SUNFLOWER BANK, N.A.0000004742	\$0	0.00%	0		
PREFERRED BANK0000033539	\$0	0.00%	0		
BYLINE BANK0000020624	\$0	0.00%	0		
FIFTH THIRD BK NA0000025190	\$0	0.00%	0		
BANCORPSOUTH0000011813	\$0	0.00%	0		
PROVIDENT SAVINGS BANK, F.S.B.0000706051	\$0	0.00%	0		
HANCOCK WHITNEY BANK0000012441	\$0	0.00%	0		
REGIONS BANK0000233031	\$0	0.00%	0		
HERITAGE BANK OF COMMERCE0002209553	\$0	0.00%	0		
CAPSTAR BANK0003715444	\$0	0.00%	0		
FIRST HAWAIIAN BANK0000017985	\$0	0.00%	0		
REPUBLIC BANK OF CHICAGO0000019333	\$0	0.00%	0		
SUNTRUST BANK, INCO000675332	\$0	0.00%	0		
INCREDIBLEBANK0000019772	\$0	0.00%	0		
MECHANICS BANK000001768	\$0	0.00%	0		
SALEM FIVE CENTS SAVINGS BANK0000023296	\$0	0.00%	0		
CROSSFIRST BANK000058648	\$0	0.00%	0		
AltaPacific Bank	\$0	0.00%	0		
FIRSTBANK0000288853	\$0	0.00%	0		
FIRST BUSINESS BANK0000015229	\$0	0.00%	0		
UNION BANK AND TRUST COMPANY0000013421	\$0	0.00%	0		
SHINHAN BANK AMERICA0000033188	\$0	0.00%	0		
HABIB AMERICAN BANK000025093	\$0	0.00%	0		
HINSDALE BANK & TRUST0002119773	\$0	0.00%	0		
MERCHANTS BANK, N.A.0000014488	\$0	0.00%	0		
PACIFIC CITY BANK000057463	\$0	0.00%	0		
WOORI AMERICA BANK0000024920	\$0	0.00%	0		
CADENCE BANK, N.A.0000003656	\$0	0.00%	0		
AMERICAN RIVER BANK0000024655	\$0	0.00%	0		
PACIFIC MERCANTILE BANK0002717012	\$0	0.00%	0		
MANUFACTURERS BANK0000018618	\$0	0.00%	0		
CROSS RIVER0000058410	\$0 \$0	0.00%	0		
FIRST FIDELITY BANK000106359	\$0	0.00%	0		
LIVE OAK BANKING COMPANY000058665	\$0 \$0	0.00%	0		
SILVERGATE BANK0001216826	\$0	0.00%	0		
COLUMBIA STATE BANK000033826	\$0 \$0	0.00%	0		
FIRST CITIZENS NATIONAL BANKO00005263	\$0 \$0	0.00%	0		
FIRST BANK0000216922	\$0 \$0	0.00%	0		
\$0	\$0 \$0	0.00%	0		
Grand Total	\$5,903	100.00%	1300		
Ordina Total	ψ3,703	100.0070	1300		

SMALL BUSINESS LOANS ORIGINATED IN BIG BEAR LAKE FRB BANKING MARKET HHIS BY LOAN AMOUNTS ORIGINATED

Small Business Loan Size \$100,000 to \$250,000

	Amt (\$100K - \$250K)	Market Share (\$100K - \$250K)	Pre-Merger HHI (\$100K - \$250K)	Pro Forma HHI (\$100K - \$250K)	HHI Delta (\$100K - \$250K)
Big Bear Lake, CA Fed Market	\$1,736	100.00%	1335	1598	263
CITIBANK, N.A.0000001461	\$16	0.90%	1		
US BANK NA000000024	\$76	4.39%	19		
MUFG UNION BANK, N.A.0000021541	\$520	29.93%	896		
WELLS FARGO BANK N.A.0000000001	\$147	8.44%	71		
JPMORGAN CHASE BANK, NA0000000008	\$43	2.50%	6		
BANK OF AMERICA, N.A.0000013044	\$68	3.92%	15		
AMERICAN EXPRESS NATIONAL BANK0000025151	\$73	4.23%	18		
LAKE FOREST BANK & TRUST, NA0000025149	\$40	2.31%	5		
CAPITAL ONE BANK (USA), N.A.0000024828	\$6	0.36%	0		
BMO HARRIS BANK N.A.0000014583	\$123	7.09%	50		
FIRST FOUNDATION BANK0000058647	\$265	15.24%	232		
METABANK0000705902	\$23	1.31%	2		
CIT BANK N.A.0000025079	\$11	0.66%	0		
WEX BANK0000034697	\$3	0.17%	0		
BANK OF THE WEST0000003514	\$13	0.76%	1		
AMERIS BANK0000020504	\$7	0.38%	0		
SYNCHRONY BANK0000715044	\$0	0.00%	0		
TEXAS CAPITAL BANK0000023248	\$10	0.60%	0		
PACIFIC WESTERN BANK0000024045	\$25	1.42%	2		
CITIZENS BUSINESS BANK0000021716	\$51	2.93%	9		
BBVA USA0000697633	\$3	0.16%	0		
PACIFIC PREMIER BANK0000431172	\$21	1.20%	1		
BANNER BANK0000028489	\$7	0.39%	0		
STEARNS BANK N A0000015576	\$6	0.37%	0		
TCF NATIONAL BANK0000023253	\$10	0.55%	0		
SANTANDER BANK N.A.0000025022	\$8	0.49%	0		
AXOS BANK0000716456	\$4	0.23%	0		
CITY NATIONAL BANK0000014695	\$7	0.39%	0		
GREEN DOT BANK0000243375	\$0	0.00%	0		
FLAGSTAR BANK0000708412	\$1	0.07%	0		
PINNACLE BANK0000035583	\$0	0.00%	0		
ZIONS BANCORPORATION, N.A.0000004341	\$14	0.82%	1		
CATHAY BANK0000018503	\$11	0.63%	0		
DISCOVER BANK0000005649	\$0	0.00%	0		
BANK OF HOPE0000026610	\$13	0.73%	1		
PNC BANK N.A.0000001316	\$0	0.00%	0		
REPUBLIC BANK & TRUST0000023627	\$0	0.00%	0		
COMERICA BANK0000060143	\$4	0.23%	0		
SIMMONS BANK0000663245	\$1	0.04%	0		
CITIZENS BANK, NA0000024571	\$0	0.00%	0		
Chino Commercial Bank, National Association	\$14	0.78%	1		
TBK BANK, SSB0000023498	\$2	0.14%	0		
TRUIST FINANCIAL0000009846	\$1	0.04%	0		

SMALL BUSINESS LOANS ORIGINATED IN BIG BEAR LAKE FRB BANKING MARKET

HHIS BY LOAN AMOUNTS ORIGINATED

Small Business Loan Size \$100,000 to \$250,000

	Amt (\$100K - \$250K)	Market Share (\$100K - \$250K)	Pre-Merger HHI (\$100K - \$250K)	Pro Forma HHI (\$100K - \$250K)	HHI Delta (\$100K - \$250K)
Big Bear Lake, CA Fed Market	\$1,736	100.00%	1335	1598	263
CAPITAL ONE, N.A.0000013688	\$2	0.10%	0		ı
1ST SOURCE BANK0000991340	\$2	0.09%	0		
CASHMERE VALLEY BANK000001265	\$1	0.07%	0		
VALLEY NATIONAL BANK0000015790	\$4	0.26%	0		
FIRST NATIONAL BANK OF OMAHA000000209	\$0	0.00%	0		
EAST WEST BANK0000197478	\$2	0.14%	0		
SIGNATURE BANK0000057053	\$6	0.36%	0		
FIRST BANK0000169653	\$6	0.36%	0		
FARMER & MERCHANTS BANK OF LON0000871769	\$1	0.07%	0		
AMERICAN BUSINESS BANK0000034788	\$15	0.85%	1		
STATE FARM BANK0000714640	\$2	0.13%	0		
HANMI BANK0000024170	\$1	0.06%	0		
SILICON VALLEY BANK0000802866	\$0	0.00%	0		
JOHN DEERE FINANCIAL, F.S.B.0000715685	\$0	0.00%	0		
ARVEST BANK0000311845	\$0	0.00%	0		
SECURITY STATE BANK & TRUST0000015809	\$0	0.00%	0		
HSBC BANK USA, NA0000024522	\$1	0.07%	0		
FIRST CITIZENS BANK AND TRUST0000011063	\$1	0.05%	0		
OPUS BANK0000033806	\$6	0.33%	0		
UMPQUA BANK0000017266	\$1	0.06%	0		
PROSPERITY BANK0000016835	\$0	0.00%	0		
HOMESTREET BANK0000032489	\$1	0.04%	0		
HOMETRUST BANK0000212577	\$3	0.20%	0		
CARROLLTON BANK0000012383	\$0	0.00%	0		
ROYAL BUSINESS BANK0000058816	\$3	0.18%	0		
BANK OF TENNESSEE0000021573	\$0	0.00%	0		
Golden State Bank	\$5	0.29%	0		
KEYBANK NATIONAL ASSOCIATION0000014761	\$0	0.00%	0		
BANK OF STOCKTON0000001536	\$0	0.00%	0		
BANC OF CALIFORNIA, NA0000025080	\$0	0.00%	0		
MIDFIRST BANK0000714191	\$0	0.00%	0		
WESTERN ALLIANCE BANKO003138146	\$0	0.00%	0		
FIRST INTERSTATE BANK0000659855	\$0	0.00%	0		
Calwest Bank	\$1	0.04%	0		
ENTERPRISE BANK & TRUST0000027237	\$0	0.00%	0		
CTBC BANK0000019416	\$0	0.00%	0		
TD BANK N.A.0000024096	\$0	0.00%	0		
Provident Savings Bank, F.S.B.	\$1	0.03%	0		
COMMERCE BANK0000601050	\$0	0.00%	0		
American Continental Bank	\$1	0.06%	0		
Armed Forces Bank, National Association	\$0	0.00%	0		
First Commercial Bank (U.S.A)	\$0	0.00%	0		
ALLY BANK0003284070	\$0	0.00%	0		
FIRST INTERNET BANK0000034607	\$1	0.04%	0		
BANK OF LABOR000001874	\$0	0.00%	0		

HHIS BY LOAN AMOUNTS ORIGINATED

	Amt (\$100K - \$250K)	Market Share (\$100K - \$250K)	Pre-Merger HHI (\$100K - \$250K)	Pro Forma HHI (\$100K - \$250K)	HHI Delta (\$100K - \$250K)
Big Bear Lake, CA Fed Market	\$1,736	100.00%	1335	1598	263
MORGAN STANLEY BANK, N.A.0000024908	\$0	0.00%	0		
FIRST REPUBLIC BANK0000059017	\$0	0.00%	0		
ALERUS FINANCIAL NA0000013790	\$1	0.07%	0		
AMERICAN FIRST NATIONAL BANK0000023521	\$0	0.00%	0		
POPPY BANK0000057903	\$0	0.00%	0		
SUNFLOWER BANK, N.A.0000004742	\$0	0.00%	0		
PREFERRED BANK0000033539	\$1	0.04%	0		
BYLINE BANK000020624	\$1	0.04%	0		
FIFTH THIRD BK NA0000025190	\$0	0.00%	0		
BANCORPSOUTH0000011813	\$1	0.07%	0		
PROVIDENT SAVINGS BANK, F.S.B.0000706051	\$0	0.00%	0		
HANCOCK WHITNEY BANK0000012441	\$1	0.03%	0		
REGIONS BANK0000233031	\$1	0.03%	0		
HERITAGE BANK OF COMMERCE0002209553	\$1	0.07%	0		
CAPSTAR BANK0003715444	\$0	0.00%	0		
FIRST HAWAIIAN BANK0000017985	\$0	0.00%	0		
REPUBLIC BANK OF CHICAGO0000019333	\$0	0.00%	0		
SUNTRUST BANK, INCO000675332	\$0	0.00%	0		
INCREDIBLEBANK0000019772	\$1	0.06%	0		
MECHANICS BANK000001768	\$0	0.00%	0		
SALEM FIVE CENTS SAVINGS BANK0000023296	\$0	0.00%	0		
CROSSFIRST BANK0000058648	\$0	0.00%	0		
AltaPacific Bank	\$0	0.00%	0		
FIRSTBANK0000288853	\$1	0.05%	0		
FIRST BUSINESS BANK0000015229	\$1	0.03%	0		
UNION BANK AND TRUST COMPANY0000013421	\$1	0.04%	0		
SHINHAN BANK AMERICA0000033188	\$0	0.00%	0		
HABIB AMERICAN BANK0000025093	\$2	0.11%	0		
HINSDALE BANK & TRUST0002119773	\$2	0.11%	0		
MERCHANTS BANK, N.A.000014488	\$2	0.10%	0		
PACIFIC CITY BANK0000057463	\$2	0.10%	0		
WOORI AMERICA BANK0000037403	\$2 \$0	0.00%	0		
CADENCE BANK, N.A.0000003656		0.10%	0		
AMERICAN RIVER BANK0000024655	\$2 \$0	0.10%	0		
PACIFIC MERCANTILE BANKO002717012					
MANUFACTURERS BANK00002717012 MANUFACTURERS BANK0000018618	\$3 \$1	0.18% 0.07%	0		
CROSS RIVER0000058410	\$1 \$0	0.07%	0		
FIRST FIDELITY BANK0000106359			0		
	\$0 \$0	0.00%	0		
LIVE OAK BANKING COMPANY000058665	\$0	0.00%			
SILVERGATE BANKO001216826	\$0	0.00%	0		
COLUMBIA STATE BANK0000033826	\$0	0.00%	0		
FIRST CITIZENS NATIONAL BANKO00005263	\$0 ¢0	0.00%	0		
FIRST BANK0000216922	\$0 ¢0	0.00%	0		
\$0	\$0 \$1.737	0.00%	0		
Grand Total	\$1,736	100.00%	1335		

	Amt (\$250K - \$1M)	Market Share (\$250K - \$1M)	Pre-Merger HHI (\$250K - \$1M)	Pro Forma HHI (\$250K - \$1M)	HHI Delta (\$250K - \$1M)
Big Bear Lake, CA Fed Market	\$5,908	100.00%	1267	1448	181
CITIBANK, N.A.0000001461	\$17	0.29%	0		
US BANK NA000000024	\$331	5.61%	31		
MUFG UNION BANK, N.A.0000021541	\$953	16.13%	260		
WELLS FARGO BANK N.A.0000000001	\$289	4.90%	24		
JPMORGAN CHASE BANK, NA000000008	\$186	3.15%	10		
BANK OF AMERICA, N.A.0000013044	\$203	3.43%	12		
AMERICAN EXPRESS NATIONAL BANK0000025151	\$33	0.56%	0		
LAKE FOREST BANK & TRUST, NA0000025149	\$80	1.36%	2		
CAPITAL ONE BANK (USA), N.A.0000024828	\$4	0.07%	0		
BMO HARRIS BANK N.A.0000014583	\$51	0.86%	1		
FIRST FOUNDATION BANK0000058647	\$1,746	29.55%	873		
METABANK0000705902	\$25	0.42%	0		
CIT BANK N.A.0000025079	\$61	1.04%	1		
WEX BANK0000034697	\$4	0.07%	0		
BANK OF THE WEST0000003514	\$150	2.54%	6		
AMERIS BANK0000020504	\$3	0.06%	0		
SYNCHRONY BANK0000715044	\$0	0.00%	0		
TEXAS CAPITAL BANK0000023248	\$33	0.55%	0		
PACIFIC WESTERN BANK0000024045	\$112	1.90%	4		
CITIZENS BUSINESS BANK0000021716	\$222	3.76%	14		
BBVA USA0000697633	\$7	0.12%	0		
PACIFIC PREMIER BANK0000431172	\$147	2.48%	6		
BANNER BANK0000028489	\$38	0.65%	0		
STEARNS BANK N A0000015576	\$5	0.09%	0		
TCF NATIONAL BANK0000023253	\$2	0.03%	0		
SANTANDER BANK N.A.0000025022	\$9	0.15%	0		
AXOS BANK0000716456	\$2	0.03%	0		
CITY NATIONAL BANK0000014695	\$66	1.11%	1		
GREEN DOT BANK0000243375	\$0	0.00%	0		
FLAGSTAR BANK0000708412	\$8	0.14%	0		
PINNACLE BANK0000035583	\$0	0.00%	0		
ZIONS BANCORPORATION, N.A.0000004341	\$83	1.41%	2		
CATHAY BANK0000018503	\$38	0.65%	0		
DISCOVER BANK0000005649	\$0	0.00%	0		
BANK OF HOPE0000026610	\$54	0.92%	1		
PNC BANK N.A.0000001316	\$0	0.00%	0		
REPUBLIC BANK & TRUST0000023627	\$0	0.00%	0		
COMERICA BANK000060143	\$27	0.45%	0		
SIMMONS BANK0000663245	\$0	0.00%	0		
CITIZENS BANK, NA0000024571	\$0	0.00%	0		
Chino Commercial Bank, National Association	\$122	2.06%	4		
TBK BANK, SSB0000023498	\$25	0.43%	0		
TRUIST FINANCIAL000009846	\$0	0.00%	0		
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HHIS BY LOAN AMOUNTS ORIGINATED

	Amt (\$250K - \$1M)	Market Share (\$250K - \$1M)	Pre-Merger HHI (\$250K - \$1M)	Pro Forma HHI (\$250K - \$1M)	HHI Delta (\$250K - \$1M)
Big Bear Lake, CA Fed Market	\$5,908	100.00%	1267	1448	181
CAPITAL ONE, N.A.0000013688	\$2	0.03%	0	ı	
1ST SOURCE BANK0000991340	\$0	0.00%	0		
CASHMERE VALLEY BANK0000001265	\$1	0.02%	0		
VALLEY NATIONAL BANK0000015790	\$1	0.02%	0		
FIRST NATIONAL BANK OF OMAHA000000209	\$0	0.00%	0		
EAST WEST BANK0000197478	\$142	2.40%	6		
SIGNATURE BANK0000057053	\$25	0.42%	0		
FIRST BANK0000169653	\$17	0.28%	0		
FARMER & MERCHANTS BANK OF LON0000871769	\$20	0.34%	0		
AMERICAN BUSINESS BANK0000034788	\$110	1.86%	3		
STATE FARM BANK0000714640	\$2	0.03%	0		
HANMI BANK0000024170	\$30	0.51%	0		
SILICON VALLEY BANK0000802866	\$0	0.00%	0		
JOHN DEERE FINANCIAL, F.S.B.0000715685	\$0	0.00%	0		
ARVEST BANK0000311845	\$0	0.00%	0		
SECURITY STATE BANK & TRUST0000015809	\$0	0.00%	0		
HSBC BANK USA, NA0000024522	\$4	0.07%	0		
FIRST CITIZENS BANK AND TRUST0000011063	\$2	0.03%	0		
OPUS BANK0000033806	\$28	0.47%	0		
UMPQUA BANK0000017266	\$5	0.09%	0		
PROSPERITY BANK0000016835	\$0	0.00%	0		
HOMESTREET BANK0000032489	\$5	0.08%	0		
HOMETRUST BANK0000212577	\$0	0.00%	0		
CARROLLTON BANK0000012383	\$0	0.00%	0		
ROYAL BUSINESS BANK0000058816	\$3	0.05%	0		
BANK OF TENNESSEE0000021573	\$0	0.00%	0		
Golden State Bank	\$53	0.90%	1		
KEYBANK NATIONAL ASSOCIATION0000014761	\$0	0.00%	0		
BANK OF STOCKTON0000001536	\$0	0.00%	0		
BANC OF CALIFORNIA, NA0000025080	\$0	0.00%	0		
MIDFIRST BANK0000714191	\$4	0.07%	0		
WESTERN ALLIANCE BANKO003138146	\$8	0.13%	0		
FIRST INTERSTATE BANK0000659855	\$0	0.00%	0		
Calwest Bank	\$9	0.16%	0		
ENTERPRISE BANK & TRUST0000027237	\$3	0.05%	0		
CTBC BANK0000019416	\$5	0.09%	0		
TD BANK N.A.0000024096	\$0	0.00%	0		
Provident Savings Bank, F.S.B.	\$20	0.34%	0		
COMMERCE BANK000601050	\$0	0.00%	0		
American Continental Bank	\$12	0.21%	0		
Armed Forces Bank, National Association	\$0	0.00%	0		
First Commercial Bank (U.S.A)	\$0 \$1	0.00%	0		
ALLY BANK0003284070	\$8	0.13%	0		
FIRST INTERNET BANK000034607	\$26	0.44%	0		
BANK OF LABOR000001874	\$3	0.05%	0		
Division of Electroposto 1074	ΨΟ	0.0070	U		

HHIS BY LOAN AMOUNTS ORIGINATED

	Amt (\$250K - \$1M)	Market Share (\$250K - \$1M)	Pre-Merger HHI (\$250K - \$1M)	Pro Forma HHI (\$250K - \$1M)	HHI Delta (\$250K - \$1M)
Big Bear Lake, CA Fed Market	\$5,908	100.00%	1267	1448	181
MORGAN STANLEY BANK, N.A.0000024908	\$3	0.06%	0		
FIRST REPUBLIC BANK0000059017	\$15	0.26%	0		
ALERUS FINANCIAL NA0000013790	\$0	0.00%	0		
AMERICAN FIRST NATIONAL BANK0000023521	\$4	0.06%	0		
POPPY BANK0000057903	\$13	0.22%	0		
SUNFLOWER BANK, N.A.0000004742	\$2	0.04%	0		
PREFERRED BANK0000033539	\$9	0.14%	0		
BYLINE BANK000020624	\$0	0.00%	0		
FIFTH THIRD BK NA0000025190	\$7	0.12%	0		
BANCORPSOUTH0000011813	\$0	0.00%	0		
PROVIDENT SAVINGS BANK, F.S.B.0000706051	\$5	0.09%	0		
HANCOCK WHITNEY BANK0000012441	\$0	0.00%	0		
REGIONS BANK0000233031	\$0	0.00%	0		
HERITAGE BANK OF COMMERCE0002209553	\$0	0.00%	0		
CAPSTAR BANK0003715444	\$12	0.21%	0		
FIRST HAWAIIAN BANK000017985	\$2	0.03%	0		
REPUBLIC BANK OF CHICAGO000019333	\$2	0.04%	0		
SUNTRUST BANK, INCO000675332	\$2	0.03%	0		
INCREDIBLEBANK0000019772	\$0	0.00%	0		
MECHANICS BANK000001768	\$8	0.14%	0		
SALEM FIVE CENTS SAVINGS BANK000023296	\$2	0.04%	0		
CROSSFIRST BANK0000058648	\$2	0.04%	0		
AltaPacific Bank	\$2 \$0	0.00%	0		
FIRSTBANK0000288853	\$0 \$5	0.00%	0		
FIRST BUSINESS BANK000015229	\$0	0.00%	0		
	\$0 \$0		0		
UNION BANK AND TRUST COMPANY0000013421		0.00%			
SHINHAN BANK AMERICA0000033188	\$4	0.06%	0		
HABIB AMERICAN BANK0000025093	\$3	0.04%	0		
HINSDALE BANK & TRUST0002119773	\$3	0.04%	0		
MERCHANTS BANK, N.A.0000014488	\$0	0.00%	0		
PACIFIC CITY BANK000057463	\$35	0.59%	0		
WOORI AMERICA BANK0000024920	\$4	0.08%	0		
CADENCE BANK, N.A.0000003656	\$0	0.00%	0		
AMERICAN RIVER BANK0000024655	\$5	0.09%	0		
PACIFIC MERCANTILE BANK0002717012	\$24	0.40%	0		
MANUFACTURERS BANK0000018618	\$16	0.27%	0		
CROSS RIVER0000058410	\$4	0.06%	0		
FIRST FIDELITY BANK0000106359	\$9	0.15%	0		
LIVE OAK BANKING COMPANY0000058665	\$11	0.19%	0		
SILVERGATE BANK0001216826	\$2	0.04%	0		
COLUMBIA STATE BANK0000033826	\$4	0.07%	0		
FIRST CITIZENS NATIONAL BANK0000005263	\$2	0.03%	0		
FIRST BANK0000216922	\$2	0.04%	0		
\$0	\$0	0.00%	0		
Grand Total	\$5,908	100.00%	1267		

	Amt (\$100K - \$1M)	Market Share Amt (\$100K - \$1M)	Pre-Merger HHI (\$100K - \$1M)	Pro Forma HHI (\$100K - \$1M)	HHI Delta (\$100K - \$1M)
Big Bear Lake, CA Fed Market	\$7,647	100.00%	1198	1403	205
CITIBANK, N.A.0000001461	\$33	0.43%	0		
US BANK NA000000024	\$408	5.33%	28		
MUFG UNION BANK, N.A.0000021541	\$1,473	19.26%	371		
WELLS FARGO BANK N.A.0000000001	\$440	5.75%	33		
JPMORGAN CHASE BANK, NA0000000008	\$229	2.99%	9		
BANK OF AMERICA, N.A.0000013044	\$271	3.55%	13		
AMERICAN EXPRESS NATIONAL BANK0000025151	\$110	1.44%	2		
LAKE FOREST BANK & TRUST, NA0000025149	\$122	1.59%	3		
CAPITAL ONE BANK (USA), N.A.0000024828	\$10	0.14%	0		
BMO HARRIS BANK N.A.0000014583	\$180	2.36%	6		
FIRST FOUNDATION BANK0000058647	\$2,011	26.29%	691		
METABANK0000705902	\$48	0.63%	0		
CIT BANK N.A.0000025079	\$72	0.95%	1		
WEX BANK0000034697	\$7	0.09%	0		
BANK OF THE WEST0000003514	\$162	2.12%	4		
AMERIS BANK0000020504	\$10	0.14%	0		
SYNCHRONY BANK0000715044	\$0	0.00%	0		
TEXAS CAPITAL BANK0000023248	\$43	0.56%	0		
PACIFIC WESTERN BANK0000024045	\$136	1.78%	3		
CITIZENS BUSINESS BANK0000021716	\$272	3.56%	13		
BBVA USA0000697633	\$10	0.13%	0		
PACIFIC PREMIER BANK0000431172	\$166	2.17%	5		
BANNER BANK0000028489	\$45	0.59%	0		
STEARNS BANK N A0000015576	\$12	0.15%	0		
TCF NATIONAL BANK0000023253	\$12	0.15%	0		
SANTANDER BANK N.A.0000025022	\$18	0.23%	0		
AXOS BANK0000716456	\$6	0.08%	0		
CITY NATIONAL BANK0000014695	\$72	0.94%	1		
GREEN DOT BANK0000243375	\$0	0.00%	0		
FLAGSTAR BANK0000708412	\$10	0.13%	0		
PINNACLE BANK0000035583	\$0	0.00%	0		
ZIONS BANCORPORATION, N.A.0000004341	\$97	1.27%	2		
CATHAY BANK0000018503	\$49	0.64%	0		
DISCOVER BANK0000005649	\$0	0.00%	0		
BANK OF HOPE0000026610	\$67	0.87%	1		
PNC BANK N.A.0000001316	\$0	0.00%	0		
REPUBLIC BANK & TRUST0000023627	\$0	0.00%	0		
COMERICA BANK0000060143	\$30	0.40%	0		
SIMMONS BANK0000663245	\$1	0.01%	0		
CITIZENS BANK, NA0000024571	\$0	0.00%	0		
Chino Commercial Bank, National Association	\$134	1.76%	3		
TBK BANK, SSB0000023498	\$27	0.36%	0		
TRUIST FINANCIAL0000009846	\$1	0.01%	0		

HHIS BY LOAN AMOUNTS ORIGINATED

	Amt (\$100K - \$1M)	Market Share Amt (\$100K - \$1M)	Pre-Merger HHI (\$100K - \$1M)	Pro Forma HHI (\$100K - \$1M)	HHI Delta (\$100K - \$1M)
Big Bear Lake, CA Fed Market	\$7,647	100.00%	1198	1403	205
CAPITAL ONE, N.A.0000013688	\$4	0.05%	0		
1ST SOURCE BANK0000991340	\$2	0.02%	0		
CASHMERE VALLEY BANK000001265	\$3	0.03%	0		
VALLEY NATIONAL BANK0000015790	\$6	0.08%	0		
FIRST NATIONAL BANK OF OMAHA000000209	\$0	0.00%	0		
EAST WEST BANK0000197478	\$142	1.86%	3		
SIGNATURE BANK0000057053	\$31	0.41%	0		
FIRST BANK0000169653	\$23	0.30%	0		
FARMER & MERCHANTS BANK OF LON0000871769	\$21	0.27%	0		
AMERICAN BUSINESS BANK0000034788	\$124	1.62%	3		
STATE FARM BANK0000714640	\$4	0.05%	0		
HANMI BANK0000024170	\$31	0.40%	0		
SILICON VALLEY BANK0000802866	\$0	0.00%	0		
JOHN DEERE FINANCIAL, F.S.B.0000715685	\$0	0.00%	0		
ARVEST BANK0000311845	\$0	0.00%	0		
SECURITY STATE BANK & TRUST0000015809	\$0	0.00%	0		
HSBC BANK USA, NA0000024522	\$5	0.07%	0		
FIRST CITIZENS BANK AND TRUST0000011063	\$3	0.03%	0		
OPUS BANK0000033806	\$33	0.43%	0		
UMPQUA BANK0000017266	\$6	0.08%	0		
PROSPERITY BANK0000016835	\$0	0.00%	0		
HOMESTREET BANK0000032489	\$5	0.07%	0		
HOMETRUST BANK0000212577	\$4	0.05%	0		
CARROLLTON BANK0000012383	\$0	0.00%	0		
ROYAL BUSINESS BANK0000058816	\$6	0.08%	0		
BANK OF TENNESSEE0000021573	\$0	0.00%	0		
Golden State Bank	\$57	0.75%	1		
KEYBANK NATIONAL ASSOCIATION0000014761	\$0	0.00%	0		
BANK OF STOCKTON0000001536	\$0	0.00%	0		
BANC OF CALIFORNIA, NA0000025080	\$0	0.00%	0		
MIDFIRST BANK0000714191	\$4	0.06%	0		
WESTERN ALLIANCE BANK0003138146	\$8	0.10%	0		
FIRST INTERSTATE BANK0000659855	\$0	0.00%	0		
Calwest Bank	\$10	0.13%	0		
ENTERPRISE BANK & TRUST0000027237	\$3	0.04%	0		
CTBC BANK0000019416	\$5	0.06%	0		
TD BANK N.A.0000024096	\$0	0.00%	0		
Provident Savings Bank, F.S.B.	\$20	0.27%	0		
COMMERCE BANK0000601050	\$0	0.00%	0		
American Continental Bank	\$13	0.17%	0		
Armed Forces Bank, National Association	\$0	0.00%	0		
First Commercial Bank (U.S.A)	\$1	0.01%	0		
ALLY BANK0003284070	\$8	0.10%	0		
FIRST INTERNET BANK0000034607	\$26	0.34%	0		
BANK OF LABOR000001874	\$3	0.04%	0		

HHIS BY LOAN AMOUNTS ORIGINATED

	Amt (\$100K - \$1M)	Market Share Amt (\$100K - \$1M)	Pre-Merger HHI (\$100K - \$1M)	Pro Forma HHI (\$100K - \$1M)	HHI Delta (\$100K - \$1M)
Big Bear Lake, CA Fed Market	\$7,647	100.00%	1198	1403	205
MORGAN STANLEY BANK, N.A.0000024908	\$3	0.04%	0		
FIRST REPUBLIC BANK0000059017	\$15	0.20%	0		
ALERUS FINANCIAL NA0000013790	\$1	0.02%	0		
AMERICAN FIRST NATIONAL BANK0000023521	\$4	0.05%	0		
POPPY BANK0000057903	\$13	0.17%	0		
SUNFLOWER BANK, N.A.0000004742	\$2	0.03%	0		
PREFERRED BANK0000033539	\$9	0.12%	0		
BYLINE BANK0000020624	\$1	0.01%	0		
FIFTH THIRD BK NA0000025190	\$7	0.09%	0		
BANCORPSOUTH0000011813	\$1	0.02%	0		
PROVIDENT SAVINGS BANK, F.S.B.0000706051	\$5	0.07%	0		
HANCOCK WHITNEY BANK0000012441	\$1	0.01%	0		
REGIONS BANK0000233031	\$1	0.01%	0		
HERITAGE BANK OF COMMERCE0002209553	\$1	0.02%	0		
CAPSTAR BANK0003715444	\$12	0.16%	0		
FIRST HAWAIIAN BANK0000017985	\$2	0.02%	0		
REPUBLIC BANK OF CHICAGO0000019333	\$2	0.03%	0		
SUNTRUST BANK, INCO000675332	\$1	0.02%	0		
INCREDIBLEBANK0000019772	\$1	0.01%	0		
MECHANICS BANK0000001768	\$8	0.10%	0		
SALEM FIVE CENTS SAVINGS BANK0000023296	\$2	0.03%	0		
CROSSFIRST BANK0000058648	\$2	0.02%	0		
AltaPacific Bank	\$0	0.00%	0		
FIRSTBANK0000288853	\$6	0.08%	0		
FIRST BUSINESS BANK0000015229	\$1	0.01%	0		
UNION BANK AND TRUST COMPANY0000013421	\$1	0.01%	0		
SHINHAN BANK AMERICA0000033188	\$4	0.05%	0		
HABIB AMERICAN BANK0000025093	\$5	0.06%	0		
HINSDALE BANK & TRUST0002119773	\$5	0.06%	0		
MERCHANTS BANK, N.A.0000014488	\$2	0.02%	0		
PACIFIC CITY BANK000057463	\$36	0.48%	0		
WOORI AMERICA BANK0000024920	\$4	0.06%	0		
CADENCE BANK, N.A.000003656	\$2	0.02%	0		
AMERICAN RIVER BANK000024655	\$5	0.06%	0		
PACIFIC MERCANTILE BANK0002717012	\$27	0.35%	0		
MANUFACTURERS BANK000018618	\$17	0.22%	0		
CROSS RIVER0000058410	\$3	0.05%	0		
FIRST FIDELITY BANK000106359	\$8	0.11%	0		
LIVE OAK BANKING COMPANY000058665	\$11	0.14%	0		
SILVERGATE BANK0001216826	\$2	0.03%	0		
COLUMBIA STATE BANKO000033826	\$4	0.06%	0		
FIRST CITIZENS NATIONAL BANKO00005263	\$2	0.02%	0		
FIRST BANK0000216922	\$2	0.02%	0		
\$0	\$0	0.00%	0		
Grand Total	\$7,647	100.00%	1198		
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	Amt (< \$1M)	Market Share (< \$1M)	Pre-Merger HHI (< \$1M)	Pro Forma HHI (< \$1M)	HHI Delta (< \$1M)
Big Bear Lake, CA Fed Market	\$13,544	100.00%	853	1112	259
CITIBANK, N.A.0000001461	\$1,556	11.49%	132		
US BANK NA000000024	\$1,113	8.22%	68		
MUFG UNION BANK, N.A.0000021541	\$2,132	15.74%	248		
WELLS FARGO BANK N.A.0000000001	\$1,052	7.77%	60		
JPMORGAN CHASE BANK, NA000000008	\$798	5.90%	35		
BANK OF AMERICA, N.A.0000013044	\$761	5.62%	32		
AMERICAN EXPRESS NATIONAL BANK0000025151	\$594	4.39%	19		
LAKE FOREST BANK & TRUST, NA0000025149	\$230	1.70%	3		
CAPITAL ONE BANK (USA), N.A.0000024828	\$113	0.83%	1		
BMO HARRIS BANK N.A.0000014583	\$273	2.02%	4		
FIRST FOUNDATION BANK0000058647	\$2,075	15.32%	235		
METABANK0000705902	\$101	0.75%	1		
CIT BANK N.A.0000025079	\$104	0.77%	1		
WEX BANK0000034697	\$37	0.28%	0		
BANK OF THE WEST0000003514	\$193	1.43%	2		
AMERIS BANK0000020504	\$37	0.27%	0		
SYNCHRONY BANK0000715044	\$23	0.17%	0		
TEXAS CAPITAL BANK0000023248	\$67	0.49%	0		
PACIFIC WESTERN BANK0000024045	\$162	1.20%	1		
CITIZENS BUSINESS BANK0000021716	\$300	2.21%	5		
BBVA USA0000697633	\$27	0.20%	0		
PACIFIC PREMIER BANK0000431172	\$187	1.38%	2		
BANNER BANK0000028489	\$61	0.45%	0		
STEARNS BANK N A0000015576	\$27	0.20%	0		
TCF NATIONAL BANK0000023253	\$21	0.16%	0		
SANTANDER BANK N.A.0000025022	\$27	0.20%	0		
AXOS BANK0000716456	\$13	0.10%	0		
CITY NATIONAL BANK0000014695	\$80	0.59%	0		
GREEN DOT BANK0000243375	\$5	0.04%	0		
FLAGSTAR BANK0000708412	\$15	0.11%	0		
PINNACLE BANK0000035583	\$5	0.03%	0		
ZIONS BANCORPORATION, N.A.0000004341	\$104	0.77%	1		
CATHAY BANK0000018503	\$54	0.40%	0		
DISCOVER BANK0000005649	\$3	0.02%	0		
BANK OF HOPE0000026610	\$72	0.53%	0		
PNC BANK N.A.0000001316	\$3	0.02%	0		
REPUBLIC BANK & TRUST0000023627	\$3	0.02%	0		
COMERICA BANKO00060143	\$34	0.25%	0		
SIMMONS BANK0000663245	\$4	0.03%	0		
CITIZENS BANK, NA0000024571	\$3	0.02%	0		
Chino Commercial Bank, National Association	\$140	1.04%	1		
TBK BANK, SSB0000023498	\$30	0.22%	0		
TRUIST FINANCIAL000009846	\$2	0.02%	0		
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HHIS BY LOAN AMOUNTS ORIGINATED

	Amt (< \$1M)	Market Share (< \$1M)	Pre-Merger HHI (< \$1M)	Pro Forma HHI (< \$1M)	HHI Delta (< \$1M)
Big Bear Lake, CA Fed Market	\$13,544	100.00%	853	1112	259
CAPITAL ONE, N.A.0000013688	\$6	0.04%	0		
1ST SOURCE BANK0000991340	\$3	0.03%	0		
CASHMERE VALLEY BANK000001265	\$4	0.03%	0		
VALLEY NATIONAL BANK0000015790	\$8	0.06%	0		
FIRST NATIONAL BANK OF OMAHA000000209	\$1	0.01%	0		
EAST WEST BANK0000197478	\$147	1.09%	1		
SIGNATURE BANK0000057053	\$34	0.25%	0		
FIRST BANK0000169653	\$25	0.18%	0		
FARMER & MERCHANTS BANK OF LON0000871769	\$23	0.17%	0		
AMERICAN BUSINESS BANK0000034788	\$128	0.95%	1		
STATE FARM BANK0000714640	\$5	0.04%	0		
HANMI BANK000024170	\$32	0.24%	0		
SILICON VALLEY BANK0000802866	\$1	0.01%	0		
JOHN DEERE FINANCIAL, F.S.B.0000715685	\$1	0.01%	0		
ARVEST BANK000311845	\$1	0.01%	0		
SECURITY STATE BANK & TRUST0000015809	\$1	0.01%	0		
HSBC BANK USA, NA0000024522	\$6	0.05%	0		
FIRST CITIZENS BANK AND TRUST0000011063	\$3	0.02%	0		
OPUS BANK0000033806	\$35	0.26%	0		
UMPQUA BANK000017266	\$7	0.05%	0		
PROSPERITY BANKO0001/200	\$1	0.00%	0		
HOMESTREET BANK0000032489	\$6	0.05%	0		
HOMETRUST BANK00000212577	\$4	0.03%	0		
CARROLLTON BANK0000012383	\$0	0.00%	0		
ROYAL BUSINESS BANK000058816	\$0 \$7	0.05%	0		
BANK OF TENNESSEE0000021573	\$ <i>7</i> \$0	0.00%	0		
	\$59		0		
Golden State Bank KEYBANK NATIONAL ASSOCIATION0000014761	\$0 \$0	0.44%	0		
		0.00%			
BANK OF STOCKTON0000001536	\$0 #0	0.00%	0		
BANC OF CALIFORNIA, NA0000025080	\$0 \$E	0.00%	0		
MIDFIRST BANK0000714191	\$5	0.03%	0		
WESTERN ALLIANCE BANKO003138146	\$8	0.06%	0		
FIRST INTERSTATE BANK0000659855	\$0	0.00%	0		
Calwest Bank	\$10	0.08%	0		
ENTERPRISE BANK & TRUST0000027237	\$3	0.02%	0		
CTBC BANK0000019416	\$5	0.04%	0		
TD BANK N.A.0000024096	\$0	0.00%	0		
Provident Savings Bank, F.S.B.	\$21	0.15%	0		
COMMERCE BANK0000601050	\$0	0.00%	0		
American Continental Bank	\$13	0.10%	0		
Armed Forces Bank, National Association	\$0	0.00%	0		
First Commercial Bank (U.S.A)	\$1	0.01%	0		
ALLY BANK0003284070	\$8	0.06%	0		
FIRST INTERNET BANK0000034607	\$27	0.20%	0		
BANK OF LABOR0000001874	\$3	0.02%	0		

HHIS BY LOAN AMOUNTS ORIGINATED

	Amt (< \$1M)	Market Share (< \$1M)	Pre-Merger HHI (< \$1M)	Pro Forma HHI (< \$1M)	HHI Delta (< \$1M)
Big Bear Lake, CA Fed Market	\$13,544	100.00%	853	1112	259
MORGAN STANLEY BANK, N.A.000024908	\$4	0.03%	0		
FIRST REPUBLIC BANK0000059017	\$16	0.11%	0		
ALERUS FINANCIAL NA0000013790	\$1	0.01%	0		
AMERICAN FIRST NATIONAL BANK0000023521	\$4	0.03%	0		
POPPY BANK0000057903	\$13	0.10%	0		
SUNFLOWER BANK, N.A.0000004742	\$2	0.02%	0		
PREFERRED BANK0000033539	\$9	0.07%	0		
BYLINE BANK0000020624	\$1	0.01%	0		
FIFTH THIRD BK NA0000025190	\$7	0.05%	0		
BANCORPSOUTH0000011813	\$1	0.01%	0		
PROVIDENT SAVINGS BANK, F.S.B.0000706051	\$5	0.04%	0		
HANCOCK WHITNEY BANK0000012441	\$1	0.00%	0		
REGIONS BANK0000233031	\$1	0.00%	0		
HERITAGE BANK OF COMMERCE0002209553	\$1	0.01%	0		
CAPSTAR BANK0003715444	\$12	0.09%	0		
FIRST HAWAIIAN BANK0000017985	\$2	0.01%	0		
REPUBLIC BANK OF CHICAGO0000019333	\$2	0.02%	0		
SUNTRUST BANK, INCO000675332	\$2	0.01%	0		
INCREDIBLEBANK0000019772	\$1	0.01%	0		
MECHANICS BANK000001768	\$8	0.06%	0		
SALEM FIVE CENTS SAVINGS BANK0000023296	\$2	0.02%	0		
CROSSFIRST BANK0000058648	\$2	0.01%	0		
AltaPacific Bank	\$0	0.00%	0		
FIRSTBANK0000288853	\$6	0.04%	0		
FIRST BUSINESS BANK0000015229	\$1	0.00%	0		
UNION BANK AND TRUST COMPANY0000013421	\$1	0.01%	0		
SHINHAN BANK AMERICA0000033188	\$4	0.03%	0		
HABIB AMERICAN BANK000025093	\$5	0.04%	0		
HINSDALE BANK & TRUST0002119773	\$5	0.04%	0		
MERCHANTS BANK, N.A.0000014488	\$2	0.01%	0		
PACIFIC CITY BANK0000057463	\$37	0.28%	0		
WOORI AMERICA BANK0000024920	\$5	0.03%	0		
CADENCE BANK, N.A.000003656	\$2	0.01%	0		
AMERICAN RIVER BANK0000024655	\$5	0.04%	0		
PACIFIC MERCANTILE BANK0002717012	\$28	0.20%	0		
MANUFACTURERS BANK0000018618	\$17	0.13%	0		
CROSS RIVER0000058410	\$4	0.03%	0		
FIRST FIDELITY BANK000106359	\$9	0.06%	0		
LIVE OAK BANKING COMPANY000058665	\$11	0.08%	0		
SILVERGATE BANKO001216826	\$2	0.02%	0		
COLUMBIA STATE BANK0000133826	\$4	0.02%	0		
FIRST CITIZENS NATIONAL BANK000005263	\$4 \$2	0.03%	0		
FIRST BANK0000216922	\$2 \$2	0.01%	0		
\$0	\$2 \$0	0.02%	0		
Grand Total			853		
Gianu iotal	\$13,544	100.00%	033		

SMALL BUSINESS LOAN DATA AND HHIS IN BIG BEAR LAKE FRB BANKING MARKET

(NUMBER OF LOANS ORIGINATED)

LOAN ORIGINATIONS BY COUNTY HHIS BY NUMBER OF LOANS ORIGINATED

	Loan Size < \$100K		Lo	an Size \$100K - \$	250K	L	Loan Size \$250K - \$1M		1M Loan Size \$100K - \$1M				Loan Size < \$1M				
	Pre-Merger HHI < \$100K	Pro Forma HHI <100K	HHI Delta <100K	Pre-Merger HHI \$100K - \$250K		HHI Delta \$100K - \$250K			HHI Delta \$250K - \$1M			Pro Forma HHI \$100K - \$1M	HHI Delta \$100K - \$1M	Pr	e-Merger HHI < \$1M	Pro Forma HHI < \$1M	HHI Delta < \$1M
Big Bear Lake, CA Fed Market	2146	2172	26	1379	1688	309	1326	1490	165		1188	1425	237		2011	2044	33

Note: Small business lending data and market allocation determined in accordance with the methodology described in Part IV.A. of the Application

	Amt (< \$100K)	Market Share (< \$100K)	Pre-Merger HHI (< \$100K)	Pro Forma HHI (< \$100K)	HHI Delta (< \$100K)
Big Bear Lake, CA Fed Market	\$773	100.00%	2146	2172	26
CITIBANK, N.A.0000001461	\$318	41.16%	1694		
JPMORGAN CHASE BANK, NA0000000008	\$89	11.48%	132		
AMERICAN EXPRESS NATIONAL BANK0000025151	\$87	11.30%	128		
BANK OF AMERICA, N.A.0000013044	\$75	9.67%	93		
US BANK NA000000024	\$57	7.43%	55		
WELLS FARGO BANK N.A.0000000001	\$37	4.80%	23		
CAPITAL ONE BANK (USA), N.A.0000024828	\$21	2.75%	8		
LAKE FOREST BANK & TRUST, NA0000025149	\$16	2.09%	4		
MUFG UNION BANK, N.A.0000021541	\$14	1.77%	3		
SYNCHRONY BANK0000715044	\$11	1.47%	2		
METABANK0000705902	\$11	1.36%	2		
WEX BANK0000034697	\$6	0.83%	1		
AMERIS BANK0000020504	\$6	0.80%	1		
BMO HARRIS BANK N.A.0000014583	\$3	0.38%	0		
TEXAS CAPITAL BANK0000023248	\$3	0.37%	0		
FIRST FOUNDATION BANK0000058647	\$2	0.25%	0		
CIT BANK N.A.0000025079	\$2	0.23%	0		
BANK OF THE WEST0000003514	\$1	0.19%	0		
PACIFIC PREMIER BANK0000431172	\$1	0.18%	0		
PACIFIC WESTERN BANK0000024045	\$1	0.14%	0		
DISCOVER BANK000005649	\$1	0.14%	0		
GREEN DOT BANK0000243375	\$1	0.11%	0		
STEARNS BANK N A0000015576	\$1	0.10%	0		
BBVA USA0000697633	\$1	0.10%	0		
BANNER BANK0000028489	\$1	0.09%	0		
CITIZENS BUSINESS BANK0000021716	\$1	0.08%	0		
PINNACLE BANK0000035583	\$1	0.08%	0		
TRUIST FINANCIAL0000009846	\$0	0.05%	0		
AXOS BANK0000716456	\$0	0.05%	0		
EAST WEST BANK0000197478	\$0	0.04%	0		
REPUBLIC BANK & TRUST0000023627	\$0	0.04%	0		
TCF NATIONAL BANK0000023253	\$0	0.04%	0		
ZIONS BANCORPORATION, N.A.0000004341	\$0	0.03%	0		
SANTANDER BANK N.A.0000025022	\$0	0.03%	0		
FIRST NATIONAL BANK OF OMAHA000000209	\$0	0.03%	0		
TBK BANK, SSB0000023498	\$0	0.03%	0		
CITY NATIONAL BANK0000014695	\$0	0.03%	0		
JOHN DEERE FINANCIAL, F.S.B.0000715685	\$0	0.02%	0		
Chino Commercial Bank, National Association	\$0	0.02%	0		
CATHAY BANK0000018503	\$0	0.02%	0		
FLAGSTAR BANK0000708412	\$0	0.02%	0		
CAPITAL ONE, N.A.0000013688	\$0	0.02%	0		
SIMMONS BANK0000663245	\$0	0.02%	0		

HHIS BY NUMBER OF LOANS ORIGINATED

	Amt (< \$100K)	Market Share (< \$100K)	Pre-Merger HHI (< \$100K)	Pro Forma HHI (< \$100K)	HHI Delta (< \$100K)
Big Bear Lake, CA Fed Market	\$773	100.00%	2146	2172	26
BANK OF HOPE0000026610	\$0	0.01%	0		
PNC BANK N.A.0000001316	\$0	0.01%	0		
CITIZENS BANK, NA0000024571	\$0	0.01%	0		
STATE FARM BANK0000714640	\$0	0.01%	0		
VALLEY NATIONAL BANK0000015790	\$0	0.01%	0		
1ST SOURCE BANK0000991340	\$0	0.01%	0		
CASHMERE VALLEY BANK000001265	\$0	0.01%	0		
FARMER & MERCHANTS BANK OF LON0000871769	\$0	0.01%	0		
COMERICA BANK0000060143	\$0	0.01%	0		
HSBC BANK USA, NA0000024522	\$0	0.01%	0		
SILICON VALLEY BANK0000802866	\$0	0.01%	0		
SIGNATURE BANK0000057053	\$0	0.01%	0		
FIRST BANK0000169653	\$0	0.01%	0		
AMERICAN BUSINESS BANK0000034788	\$0	0.01%	0		
FIRST CITIZENS BANK AND TRUST0000011063	\$0	0.00%	0		
WESTERN ALLIANCE BANK0003138146	\$0	0.00%	0		
HOMETRUST BANK0000212577	\$0	0.00%	0		
ARVEST BANK0000311845	\$0	0.00%	0		
ROYAL BUSINESS BANK0000058816	\$0	0.00%	0		
CTBC BANK000019416	\$0	0.00%	0		
SECURITY STATE BANK & TRUST0000015809	\$0	0.00%	0		
HANMI BANK000024170	\$0	0.00%	0		
American Continental Bank	\$0	0.00%	0		
OPUS BANK0000033806	\$0	0.00%	0		
MIDFIRST BANK0000714191	\$0	0.00%	0		
PROSPERITY BANK0000016835	\$0 \$0	0.00%	0		
FIRST INTERSTATE BANK0000659855	\$0 \$0	0.00%	0		
KEYBANK NATIONAL ASSOCIATION000014761	\$0 \$0	0.00%	0		
BANC OF CALIFORNIA, NA0000025080	\$0 \$0	0.00%	0		
·					
TD BANK N.A.0000024096	\$0 \$0	0.00%	0		
BANK OF STOCKTON0000001536		0.00% 0.00%	0		
CARROLLTON BANK0000012383	\$0 ¢0				
BANK OF TENNESSEE0000021573	\$0	0.00%	0		
COMMERCE BANK0000601050	\$0	0.00%	0		
ENTERPRISE BANK & TRUST0000027237	\$0	0.00%	0		
UMPQUA BANK0000017266	\$0	0.00%	0		
HOMESTREET BANK0000032489	\$0	0.00%	0		
Calwest Bank	\$0	0.00%	0		
Golden State Bank	\$0	0.00%	0		
Provident Savings Bank, F.S.B.	\$0	0.00%	0		
Armed Forces Bank, National Association	\$0	0.00%	0		
First Commercial Bank (U.S.A)	\$0	0.00%	0		
SUNTRUST BANK, INCO000675332	\$0	0.00%	0		
UNION BANK AND TRUST COMPANY0000013421	\$0	0.00%	0		
FIRST HAWAIIAN BANK0000017985	\$0	0.00%	0		

	Amt (< \$100K)	Market Share (< \$100K)	Pre-Merger HHI (< \$100K)	Pro Forma HHI (< \$100K)	HHI Delta (< \$100K)
Big Bear Lake, CA Fed Market	\$773	100.00%	2146	2172	26
INCREDIBLEBANK0000019772	\$0	0.00%	0		
FIRST INTERNET BANK0000034607	\$0	0.00%	0		
MECHANICS BANK0000001768	\$0	0.00%	0		
CAPSTAR BANK0003715444	\$0	0.00%	0		
FIRST CITIZENS NATIONAL BANK0000005263	\$0	0.00%	0		
POPPY BANK0000057903	\$0	0.00%	0		
BANK OF LABOR000001874	\$0	0.00%	0		
PREFERRED BANK0000033539	\$0	0.00%	0		
FIFTH THIRD BK NA0000025190	\$0	0.00%	0		
BANCORPSOUTH0000011813	\$0	0.00%	0		
LIVE OAK BANKING COMPANY0000058665	\$0	0.00%	0		
PROVIDENT SAVINGS BANK, F.S.B.0000706051	\$0	0.00%	0		
WOORI AMERICA BANK0000024920	\$0	0.00%	0		
REGIONS BANK0000233031	\$0	0.00%	0		
FIRST FIDELITY BANK0000106359	\$0	0.00%	0		
FIRST REPUBLIC BANK0000059017	\$0	0.00%	0		
SUNFLOWER BANK, N.A.0000004742	\$0	0.00%	0		
REPUBLIC BANK OF CHICAGO000019333	\$0	0.00%	0		
ALLY BANK0003284070	\$0	0.00%	0		
FIRSTBANK0000288853	\$0	0.00%	0		
BYLINE BANK0000020624	\$0	0.00%	0		
SALEM FIVE CENTS SAVINGS BANK0000023296	\$0	0.00%	0		
CADENCE BANK, N.A.0000003656	\$0	0.00%	0		
CROSS RIVER0000058410	\$0	0.00%	0		
AMERICAN FIRST NATIONAL BANK0000023521	\$0	0.00%	0		
CROSSFIRST BANK0000058648	\$0	0.00%	0		
FIRST BANK0000216922	\$0	0.00%	0		
SHINHAN BANK AMERICA0000033188	\$0	0.00%	0		
MANUFACTURERS BANK0000018618	\$0	0.00%	0		
HABIB AMERICAN BANK000025093	\$0	0.00%	0		
MERCHANTS BANK, N.A.000014488	\$0	0.00%	0		
HANCOCK WHITNEY BANK0000012441	\$0	0.00%	0		
COLUMBIA STATE BANK0000033826	\$0	0.00%	0		
FIRST BUSINESS BANK0000015229	\$0	0.00%	0		
AMERICAN RIVER BANK0000024655	\$0	0.00%	0		
PACIFIC MERCANTILE BANK0002717012	\$0	0.00%	0		
PACIFIC CITY BANK000057463	\$0	0.00%	0		
SILVERGATE BANK0001216826	\$0 \$0	0.00%	0		
MORGAN STANLEY BANK, N.A.000024908	\$0 \$0	0.00%	0		
ALERUS FINANCIAL NA0000013790	\$0 \$0	0.00%	0		
AltaPacific Bank	\$0 \$0	0.00%	0		
HERITAGE BANK OF COMMERCE0002209553			0		
HINSDALE BANK & TRUST0002119773	\$0 \$0	0.00% 0.00%	0		
\$0	\$0 \$0	0.00%	0		
Grand Total	\$773	100.00%	2146		

	Amt (\$100K - \$250K)	Market Share (\$100K - \$250K)	Pre-Merger HHI (\$100K - \$250K)	Pro Forma HHI (\$100K - \$250K)	HHI Delta (\$100K - \$250K)
Big Bear Lake, CA Fed Market	\$9	100.00%	1379	1688	309
CITIBANK, N.A.0000001461	\$0	1.04%	1		
JPMORGAN CHASE BANK, NA0000000008	\$0	2.26%	5		
AMERICAN EXPRESS NATIONAL BANK0000025151	\$0	4.33%	19		
BANK OF AMERICA, N.A.0000013044	\$0	3.37%	11		
US BANK NA000000024	\$0	5.00%	25		
WELLS FARGO BANK N.A.0000000001	\$1	9.17%	84		
CAPITAL ONE BANK (USA), N.A.0000024828	\$0	0.32%	0		
LAKE FOREST BANK & TRUST, NA0000025149	\$0	2.44%	6		
MUFG UNION BANK, N.A.0000021541	\$3	30.91%	955		
SYNCHRONY BANK0000715044	\$0	0.00%	0		
METABANK0000705902	\$0	1.34%	2		
WEX BANK0000034697	\$0	0.18%	0		
AMERIS BANK0000020504	\$0	0.41%	0		
BMO HARRIS BANK N.A.0000014583	\$1	8.25%	68		
TEXAS CAPITAL BANK0000023248	\$0	0.55%	0		
FIRST FOUNDATION BANK0000058647	\$1	13.67%	187		
CIT BANK N.A.0000025079	\$0	0.74%	1		
BANK OF THE WEST0000003514	\$0	0.78%	1		
PACIFIC PREMIER BANK0000431172	\$0	1.01%	1		
PACIFIC WESTERN BANK0000024045	\$0	1.06%	1		
DISCOVER BANK0000005649	\$0	0.00%	0		
GREEN DOT BANK0000243375	\$0	0.00%	0		
STEARNS BANK N A0000015576	\$0	0.41%	0		
BBVA USA0000697633	\$0	0.14%	0		
BANNER BANK0000028489	\$0	0.37%	0		
CITIZENS BUSINESS BANK0000021716	\$0	2.67%	7		
PINNACLE BANK0000035583	\$0	0.00%	0		
TRUIST FINANCIAL0000009846	\$0	0.05%	0		
AXOS BANK0000716456	\$0	0.28%	0		
EAST WEST BANK0000197478	\$0	0.09%	0		
REPUBLIC BANK & TRUST0000023627	\$0	0.00%	0		
TCF NATIONAL BANK0000023253	\$0	0.55%	0		
ZIONS BANCORPORATION, N.A.0000004341	\$0	0.74%	1		
SANTANDER BANK N.A.0000025022	\$0	0.60%	0		
FIRST NATIONAL BANK OF OMAHA000000209	\$0	0.00%	0		
TBK BANK, SSB0000023498	\$0	0.09%	0		
CITY NATIONAL BANK0000014695	\$0	0.28%	0		
JOHN DEERE FINANCIAL, F.S.B.0000715685	\$0	0.00%	0		
Chino Commercial Bank, National Association	\$0	0.97%	1		
CATHAY BANK0000018503	\$0	0.46%	0		
FLAGSTAR BANK0000708412	\$0	0.05%	0		
CAPITAL ONE, N.A.0000013688	\$0	0.09%	0		
SIMMONS BANK0000663245	\$0	0.05%	0		

HHIS BY NUMBER OF LOANS ORIGINATED

	Amt (\$100K - \$250K)	Market Share (\$100K - \$250K)	Pre-Merger HHI (\$100K - \$250K)	Pro Forma HHI (\$100K - \$250K)	HHI Delta (\$100K - \$250K)
Big Bear Lake, CA Fed Market	\$9	100.00%	1379	1688	309
BANK OF HOPE0000026610	\$0	0.60%	0		
PNC BANK N.A.0000001316	\$0	0.00%	0		
CITIZENS BANK, NA0000024571	\$0	0.00%	0		
STATE FARM BANK0000714640	\$0	0.09%	0		
VALLEY NATIONAL BANK0000015790	\$0	0.28%	0		
1ST SOURCE BANK0000991340	\$0	0.09%	0		
CASHMERE VALLEY BANK000001265	\$0	0.09%	0		
FARMER & MERCHANTS BANK OF LON0000871769	\$0	0.05%	0		
COMERICA BANK0000060143	\$0	0.18%	0		
HSBC BANK USA, NA0000024522	\$0	0.05%	0		
SILICON VALLEY BANK0000802866	\$0	0.00%	0		
SIGNATURE BANK0000057053	\$0	0.37%	0		
FIRST BANK0000169653	\$0	0.28%	0		
AMERICAN BUSINESS BANK0000034788	\$0	0.69%	0		
FIRST CITIZENS BANK AND TRUST0000011063	\$0	0.05%	0		
WESTERN ALLIANCE BANK0003138146	\$0	0.00%	0		
HOMETRUST BANK0000212577	\$0	0.18%	0		
ARVEST BANK0000311845	\$0	0.00%	0		
ROYAL BUSINESS BANK000058816	\$0	0.14%	0		
CTBC BANK0000019416	\$0 \$0	0.00%	0		
SECURITY STATE BANK & TRUST0000015809	\$0 \$0	0.00%	0		
HANMI BANK000024170	\$0 \$0	0.05%	0		
American Continental Bank	\$0 \$0	0.03%	0		
			0		
OPUS BANK0000033806 MIDFIRST BANK0000714191	\$0 \$0	0.23%			
	\$0 ¢0	0.00%	0		
PROSPERITY BANKO000016835	\$0	0.00%	0		
FIRST INTERSTATE BANK0000659855	\$0	0.00%	0		
KEYBANK NATIONAL ASSOCIATION0000014761	\$0	0.00%	0		
BANC OF CALIFORNIA, NA0000025080	\$0	0.00%	0		
TD BANK N.A.0000024096	\$0	0.00%	0		
BANK OF STOCKTON0000001536	\$0	0.00%	0		
CARROLLTON BANK000012383	\$0	0.00%	0		
BANK OF TENNESSEE0000021573	\$0	0.00%	0		
COMMERCE BANK000601050	\$0	0.00%	0		
ENTERPRISE BANK & TRUST0000027237	\$0	0.00%	0		
UMPQUA BANK0000017266	\$0	0.05%	0		
HOMESTREET BANK0000032489	\$0	0.05%	0		
Calwest Bank	\$0	0.04%	0		
Golden State Bank	\$0	0.32%	0		
Provident Savings Bank, F.S.B.	\$0	0.04%	0		
Armed Forces Bank, National Association	\$0	0.00%	0		
First Commercial Bank (U.S.A)	\$0	0.00%	0		
SUNTRUST BANK, INCO000675332	\$0	0.00%	0		
UNION BANK AND TRUST COMPANY0000013421	\$0	0.05%	0		
FIRST HAWAIIAN BANK0000017985	\$0	0.00%	0		

HHIS BY NUMBER OF LOANS ORIGINATED

	Amt (\$100K - \$250K)	Market Share (\$100K - \$250K)	Pre-Merger HHI (\$100K - \$250K)	Pro Forma HHI (\$100K - \$250K)	HHI Delta (\$100K - \$250K)
Big Bear Lake, CA Fed Market	\$9	100.00%	1379	1688	309
INCREDIBLEBANK0000019772	\$0	0.05%	0		
FIRST INTERNET BANK0000034607	\$0	0.05%	0		
MECHANICS BANK0000001768	\$0	0.00%	0		
CAPSTAR BANK0003715444	\$0	0.00%	0		
FIRST CITIZENS NATIONAL BANK0000005263	\$0	0.00%	0		
POPPY BANK0000057903	\$0	0.00%	0		
BANK OF LABOR000001874	\$0	0.00%	0		
PREFERRED BANK0000033539	\$0	0.05%	0		
FIFTH THIRD BK NA0000025190	\$0	0.00%	0		
BANCORPSOUTH0000011813	\$0	0.05%	0		
LIVE OAK BANKING COMPANY0000058665	\$0	0.00%	0		
PROVIDENT SAVINGS BANK, F.S.B.0000706051	\$0	0.00%	0		
WOORI AMERICA BANK0000024920	\$0	0.00%	0		
REGIONS BANK0000233031	\$0	0.05%	0		
FIRST FIDELITY BANK0000106359	\$0	0.00%	0		
FIRST REPUBLIC BANK0000059017	\$0	0.00%	0		
SUNFLOWER BANK, N.A.0000004742	\$0	0.00%	0		
REPUBLIC BANK OF CHICAGO0000019333	\$0	0.00%	0		
ALLY BANK0003284070	\$0	0.00%	0		
FIRSTBANK0000288853	\$0	0.05%	0		
BYLINE BANK0000020624	\$0	0.05%	0		
SALEM FIVE CENTS SAVINGS BANK0000023296	\$0	0.00%	0		
CADENCE BANK, N.A.0000003656	\$0	0.09%	0		
CROSS RIVER0000058410	\$0	0.00%	0		
AMERICAN FIRST NATIONAL BANK0000023521	\$0	0.00%	0		
CROSSFIRST BANK0000058648	\$0	0.00%	0		
FIRST BANK0000216922	\$0	0.00%	0		
SHINHAN BANK AMERICA0000033188	\$0	0.00%	0		
MANUFACTURERS BANK0000018618	\$0	0.05%	0		
HABIB AMERICAN BANK0000025093	\$0	0.09%	0		
MERCHANTS BANK, N.A.0000014488	\$0	0.09%	0		
HANCOCK WHITNEY BANK0000012441	\$0	0.05%	0		
COLUMBIA STATE BANKO000033826	\$0	0.00%	0		
FIRST BUSINESS BANK0000015229	\$0	0.05%	0		
AMERICAN RIVER BANK0000024655	\$0	0.00%	0		
PACIFIC MERCANTILE BANK0002717012	\$0	0.14%	0		
PACIFIC CITY BANK0000057463	\$0	0.09%	0		
SILVERGATE BANK0001216826	\$0	0.00%	0		
MORGAN STANLEY BANK, N.A.0000024908	\$0	0.00%	0		
ALERUS FINANCIAL NA0000013790	\$0	0.05%	0		
AltaPacific Bank	\$0	0.00%	0		
HERITAGE BANK OF COMMERCE0002209553	\$0	0.05%	0		
HINSDALE BANK & TRUST0002119773	\$0	0.09%	0		
\$0	\$0	0.00%	0		
Grand Total	\$9	100.00%	1379		

	Amt (\$250K - \$1M)	Market Share (\$250K - \$1M)	Pre-Merger HHI (\$250K - \$1M)	Pro Forma HHI (\$250K - \$1M)	HHI Delta (\$250K - \$1M)
Big Bear Lake, CA Fed Market	\$10	100.00%	1326	1490	165
CITIBANK, N.A.0000001461	\$0	0.47%	0		
JPMORGAN CHASE BANK, NA0000000008	\$0	3.10%	10		
AMERICAN EXPRESS NATIONAL BANK0000025151	\$0	0.71%	1		
BANK OF AMERICA, N.A.0000013044	\$0	3.62%	13		
US BANK NA000000024	\$1	5.50%	30		
WELLS FARGO BANK N.A.000000001	\$1	5.24%	27		
CAPITAL ONE BANK (USA), N.A.0000024828	\$0	0.10%	0		
LAKE FOREST BANK & TRUST, NA0000025149	\$0	1.76%	3		
MUFG UNION BANK, N.A.0000021541	\$2	14.96%	224		
SYNCHRONY BANK0000715044	\$0	0.00%	0		
METABANK0000705902	\$0	0.48%	0		
WEX BANK0000034697	\$0	0.10%	0		
AMERIS BANK0000020504	\$0	0.10%	0		
BMO HARRIS BANK N.A.0000014583	\$0	1.05%	1		
TEXAS CAPITAL BANK0000023248	\$0	0.62%	0		
FIRST FOUNDATION BANK0000058647	\$3	31.13%	969		
CIT BANK N.A.0000025079	\$0	0.95%	1		
BANK OF THE WEST0000003514	\$0	2.00%	4		
PACIFIC PREMIER BANK0000431172	\$0	2.29%	5		
PACIFIC WESTERN BANK000024045	\$0	1.67%	3		
DISCOVER BANK0000005649	\$0	0.00%	0		
GREEN DOT BANK0000243375	\$0	0.00%	0		
STEARNS BANK N A0000015576	\$0	0.14%	0		
BBVA USA0000697633	\$0	0.14%	0		
BANNER BANK0000028489	\$0	0.62%	0		
CITIZENS BUSINESS BANK0000021716	\$0	3.43%	12		
PINNACLE BANK0000035583	\$0	0.00%	0		
TRUIST FINANCIAL0000009846	\$0	0.00%	0		
AXOS BANK0000716456	\$0	0.05%	0		
EAST WEST BANK0000197478	\$0	2.05%	4		
REPUBLIC BANK & TRUST0000023627	\$0	0.00%	0		
TCF NATIONAL BANK0000023253	\$0	0.05%	0		
ZIONS BANCORPORATION, N.A.0000004341	\$0	1.19%	1		
SANTANDER BANK N.A.0000025022	\$0	0.19%	0		
FIRST NATIONAL BANK OF OMAHA000000209	\$0	0.00%	0		
TBK BANK, SSB0000023498	\$0	0.52%	0		
CITY NATIONAL BANK0000014695	\$0	0.95%	1		
JOHN DEERE FINANCIAL, F.S.B.0000715685	\$0	0.00%	0		
Chino Commercial Bank, National Association	\$0	2.80%	8		
CATHAY BANK0000018503	\$0	0.57%	0		
FLAGSTAR BANK0000708412	\$0	0.19%	0		
CAPITAL ONE, N.A.0000013688	\$0	0.05%	0		
SIMMONS BANK0000663245	\$0	0.00%	0		

HHIS BY NUMBER OF LOANS ORIGINATED

	Amt (\$250K - \$1M)	Market Share (\$250K - \$1M)	Pre-Merger HHI (\$250K - \$1M)	Pro Forma HHI (\$250K - \$1M)	HHI Delta (\$250K - \$1M)
Big Bear Lake, CA Fed Market	\$10	100.00%	1326	1490	165
BANK OF HOPE0000026610	\$0	0.91%	1		
PNC BANK N.A.0000001316	\$0	0.00%	0		
CITIZENS BANK, NA0000024571	\$0	0.00%	0		
STATE FARM BANK0000714640	\$0	0.05%	0		
VALLEY NATIONAL BANK0000015790	\$0	0.05%	0		
1ST SOURCE BANK0000991340	\$0	0.00%	0		
CASHMERE VALLEY BANK0000001265	\$0	0.05%	0		
FARMER & MERCHANTS BANK OF LON0000871769	\$0	0.29%	0		
COMERICA BANK0000060143	\$0	0.43%	0		
HSBC BANK USA, NA0000024522	\$0	0.05%	0		
SILICON VALLEY BANK0000802866	\$0	0.00%	0		
SIGNATURE BANK0000057053	\$0	0.48%	0		
FIRST BANK0000169653	\$0	0.24%	0		
AMERICAN BUSINESS BANK0000034788	\$0	1.62%	3		
FIRST CITIZENS BANK AND TRUST0000011063	\$0	0.05%	0		
WESTERN ALLIANCE BANK0003138146	\$0	0.10%	0		
HOMETRUST BANK0000212577	\$0	0.00%	0		
ARVEST BANK0000311845	\$0	0.00%	0		
ROYAL BUSINESS BANK0000058816	\$0	0.05%	0		
CTBC BANK000019416	\$0	0.05%	0		
SECURITY STATE BANK & TRUST0000015809	\$0	0.00%	0		
HANMI BANK000024170	\$0	0.48%	0		
American Continental Bank	\$0	0.35%	0		
OPUS BANK0000033806	\$0	0.52%	0		
MIDFIRST BANK0000714191	\$0	0.05%	0		
PROSPERITY BANK0000016835	\$0	0.00%	0		
FIRST INTERSTATE BANK0000659855	\$0 \$0	0.00%	0		
KEYBANK NATIONAL ASSOCIATION000014761	\$0 \$0	0.00%	0		
BANC OF CALIFORNIA, NA0000025080	\$0 \$0	0.00%	0		
•					
TD BANK N.A.0000024096	\$0 \$0	0.00%	0		
BANK OF STOCKTON0000001536	\$0 \$0	0.00% 0.00%	0		
CARROLLTON BANK000012383	\$0 ¢o				
BANK OF TENNESSEE0000021573	\$0	0.00%	0		
COMMERCE BANK0000601050	\$0	0.00%	0		
ENTERPRISE BANK & TRUST0000027237	\$0	0.05%	0		
UMPQUA BANK0000017266	\$0	0.10%	0		
HOMESTREET BANK0000032489	\$0	0.05%	0		
Calwest Bank	\$0	0.20%	0		
Golden State Bank	\$0	1.09%	1		
Provident Savings Bank, F.S.B.	\$0	0.34%	0		
Armed Forces Bank, National Association	\$0	0.00%	0		
First Commercial Bank (U.S.A)	\$0	0.02%	0		
SUNTRUST BANK, INCO000675332	\$0	0.05%	0		
UNION BANK AND TRUST COMPANY0000013421	\$0	0.00%	0		
FIRST HAWAIIAN BANK0000017985	\$0	0.05%	0		

	Amt (\$250K - \$1M)	Market Share (\$250K - \$1M)	Pre-Merger HHI (\$250K - \$1M)	Pro Forma HHI (\$250K - \$1M)	HHI Delta (\$250K - \$1M)
Big Bear Lake, CA Fed Market	\$10	100.00%	1326	1490	165
INCREDIBLEBANK0000019772	\$0	0.00%	0		
FIRST INTERNET BANK0000034607	\$0	0.33%	0		
MECHANICS BANK0000001768	\$0	0.10%	0		
CAPSTAR BANK0003715444	\$0	0.14%	0		
FIRST CITIZENS NATIONAL BANK0000005263	\$0	0.05%	0		
POPPY BANK0000057903	\$0	0.19%	0		
BANK OF LABOR000001874	\$0	0.05%	0		
PREFERRED BANK0000033539	\$0	0.14%	0		
FIFTH THIRD BK NA0000025190	\$0	0.10%	0		
BANCORPSOUTH0000011813	\$0	0.00%	0		
LIVE OAK BANKING COMPANY0000058665	\$0	0.14%	0		
PROVIDENT SAVINGS BANK, F.S.B.0000706051	\$0	0.05%	0		
WOORI AMERICA BANK0000024920	\$0	0.05%	0		
REGIONS BANK0000233031	\$0	0.00%	0		
FIRST FIDELITY BANK0000106359	\$0	0.10%	0		
FIRST REPUBLIC BANK0000059017	\$0	0.19%	0		
SUNFLOWER BANK, N.A.0000004742	\$0	0.05%	0		
REPUBLIC BANK OF CHICAGO0000019333	\$0	0.05%	0		
ALLY BANK0003284070	\$0	0.10%	0		
FIRSTBANK0000288853	\$0	0.05%	0		
BYLINE BANK0000020624	\$0	0.00%	0		
SALEM FIVE CENTS SAVINGS BANK0000023296	\$0	0.05%	0		
CADENCE BANK, N.A.0000003656	\$0	0.00%	0		
CROSS RIVER0000058410	\$0	0.05%	0		
AMERICAN FIRST NATIONAL BANK0000023521	\$0	0.05%	0		
CROSSFIRST BANK0000058648	\$0	0.05%	0		
FIRST BANK0000216922	\$0	0.05%	0		
SHINHAN BANK AMERICA0000033188	\$0	0.05%	0		
MANUFACTURERS BANK0000018618	\$0	0.19%	0		
HABIB AMERICAN BANK0000025093	\$0	0.05%	0		
MERCHANTS BANK, N.A.0000014488	\$0	0.00%	0		
HANCOCK WHITNEY BANK0000012441	\$0	0.00%	0		
COLUMBIA STATE BANK0000033826	\$0	0.05%	0		
FIRST BUSINESS BANK0000015229	\$0	0.00%	0		
AMERICAN RIVER BANK0000024655	\$0	0.05%	0		
PACIFIC MERCANTILE BANK0002717012	\$0	0.33%	0		
PACIFIC CITY BANK0000057463	\$0	0.52%	0		
SILVERGATE BANK0001216826	\$0	0.05%	0		
MORGAN STANLEY BANK, N.A.0000024908	\$0	0.05%	0		
ALERUS FINANCIAL NA0000013790	\$0	0.00%	0		
AltaPacific Bank	\$0	0.00%	0		
HERITAGE BANK OF COMMERCE0002209553	\$0	0.00%	0		
HINSDALE BANK & TRUST0002119773	\$0	0.05%	0		
\$0	\$0	0.00%	0		
Grand Total	\$10	100.00%	1326		

	Amt (\$100K - \$1M)	Market Share Amt (\$100K - \$1M)	Pre-Merger HHI (\$100K - \$1M)	Pro Forma HHI (\$100K - \$1M)	HHI Delta (\$100K - \$1M)
Big Bear Lake, CA Fed Market	19.8324860	100.00%	1188	1425	237
CITIBANK, N.A.0000001461	0.1474423	0.74%	1		
JPMORGAN CHASE BANK, NA0000000008	0.5297214	2.67%	7		
AMERICAN EXPRESS NATIONAL BANK0000025151	0.5064880	2.55%	7		
BANK OF AMERICA, N.A.0000013044	0.6923551	3.49%	12		
US BANK NA000000024	1.0430730	5.26%	28		
WELLS FARGO BANK N.A.0000000001	1.4358237	7.24%	52		
CAPITAL ONE BANK (USA), N.A.0000024828	0.0418201	0.21%	0		
LAKE FOREST BANK & TRUST, NA0000025149	0.4182011	2.11%	4		
MUFG UNION BANK, N.A.0000021541	4.4702592	22.54%	508		
SYNCHRONY BANK0000715044	0.0000000	0.00%	0		
METABANK0000705902	0.1812205	0.91%	1		
WEX BANK0000034697	0.0278801	0.14%	0		
AMERIS BANK0000020504	0.0511135	0.26%	0		
BMO HARRIS BANK N.A.0000014583	0.9339824	4.71%	22		
TEXAS CAPITAL BANK0000023248	0.1161670	0.59%	0		
FIRST FOUNDATION BANK0000058647	4.5185080	22.78%	519		
CIT BANK N.A.0000025079	0.1672804	0.84%	1		
BANK OF THE WEST0000003514	0.2741540	1.38%	2		
PACIFIC PREMIER BANK0000431172	0.3252675	1.64%	3		
PACIFIC WESTERN BANK0000024045	0.2695074	1.36%	2		
DISCOVER BANK0000005649	0.0000000	0.00%	0		
GREEN DOT BANK0000243375	0.0000000	0.00%	0		
STEARNS BANK N A0000015576	0.0557601	0.28%	0		
BBVA USA0000697633	0.0278801	0.14%	0		
BANNER BANK0000028489	0.0975803	0.49%	0		
CITIZENS BUSINESS BANK0000021716	0.6040682	3.05%	9		
PINNACLE BANK0000035583	0.0000000	0.00%	0		
TRUIST FINANCIAL0000009846	0.0046467	0.02%	0		
AXOS BANK0000716456	0.0325268	0.16%	0		
EAST WEST BANK0000197478	0.2091005	1.05%	1		
REPUBLIC BANK & TRUST0000023627	0.0000000	0.00%	0		
TCF NATIONAL BANK0000023253	0.0604068	0.30%	0		
ZIONS BANCORPORATION, N.A.0000004341	0.1905138	0.96%	1		
SANTANDER BANK N.A.0000025022	0.0789935	0.40%	0		
FIRST NATIONAL BANK OF OMAHA000000209	0.0000000	0.00%	0		
TBK BANK, SSB0000023498	0.0604068	0.30%	0		
CITY NATIONAL BANK0000014695	0.1208136	0.61%	0		
JOHN DEERE FINANCIAL, F.S.B.0000715685	0.0000000	0.00%	0		
Chino Commercial Bank, National Association	0.3708050	1.87%	3		
CATHAY BANK0000018503	0.1022269	0.52%	0		
FLAGSTAR BANK0000708412	0.0232334	0.12%	0		
CAPITAL ONE, N.A.0000013688	0.0139400	0.07%	0		
SIMMONS BANK0000663245	0.0046467	0.02%	0		

	Amt (\$100K - \$1M)	Market Share Amt (\$100K - \$1M)	Pre-Merger HHI (\$100K - \$1M)	Pro Forma HHI (\$100K - \$1M)	HHI Delta (\$100K - \$1M)
Big Bear Lake, CA Fed Market	19.8324860	100.00%	1188	1425	237
BANK OF HOPE0000026610	0.1486937	0.75%	1		
PNC BANK N.A.0000001316	0.0000000	0.00%	0		
CITIZENS BANK, NA0000024571	0.0000000	0.00%	0		
STATE FARM BANK0000714640	0.0139400	0.07%	0		
VALLEY NATIONAL BANK0000015790	0.0325268	0.16%	0		
1ST SOURCE BANK0000991340	0.0092934	0.05%	0		
CASHMERE VALLEY BANK0000001265	0.0139400	0.07%	0		
FARMER & MERCHANTS BANK OF LON0000871769	0.0325268	0.16%	0		
COMERICA BANK0000060143	0.0604068	0.30%	0		
HSBC BANK USA, NA0000024522	0.0092934	0.05%	0		
SILICON VALLEY BANK0000802866	0.0000000	0.00%	0		
SIGNATURE BANK0000057053	0.0836402	0.42%	0		
FIRST BANK0000169653	0.0511135	0.26%	0		
AMERICAN BUSINESS BANK0000034788	0.2276873	1.15%	1		
FIRST CITIZENS BANK AND TRUST0000011063	0.0092934	0.05%	0		
WESTERN ALLIANCE BANKO003138146	0.0092934	0.05%	0		
HOMETRUST BANK0000212577	0.0185867	0.09%	0		
ARVEST BANK0000311845	0.0000000	0.00%	0		
ROYAL BUSINESS BANK0000058816	0.0185867	0.09%	0		
CTBC BANK0000019416	0.0046467	0.02%	0		
SECURITY STATE BANK & TRUST0000015809	0.0000000	0.00%	0		
HANMI BANK0000024170	0.0511135	0.26%	0		
American Continental Bank	0.0519790	0.26%	0		
OPUS BANK0000033806	0.0743469	0.37%	0		
MIDFIRST BANK0000714191	0.0046467	0.02%	0		
PROSPERITY BANK0000016835	0.0000000	0.00%	0		
FIRST INTERSTATE BANK0000659855	0.0000000	0.00%	0		
KEYBANK NATIONAL ASSOCIATION0000014761	0.0000000	0.00%	0		
BANC OF CALIFORNIA, NA0000025080	0.0000000	0.00%	0		
TD BANK N.A.0000024096	0.0000000	0.00%	0		
BANK OF STOCKTON0000001536	0.0000000	0.00%	0		
CARROLLTON BANK0000012383	0.0000000	0.00%	0		
BANK OF TENNESSEE0000021573	0.0000000	0.00%	0		
COMMERCE BANK0000601050	0.0000000	0.00%	0		
ENTERPRISE BANK & TRUST0000027237	0.0046467	0.02%	0		
UMPQUA BANK0000017266	0.0139400	0.07%	0		
HOMESTREET BANK0000032489	0.0092934	0.05%	0		
Calwest Bank	0.0237068	0.12%	0		
Golden State Bank	0.1383623	0.70%	0		
Provident Savings Bank, F.S.B.	0.0372230	0.19%	0		
Armed Forces Bank, National Association	0.0003556	0.00%	0		
First Commercial Bank (U.S.A)	0.0022749	0.01%	0		
SUNTRUST BANK, INCO000675332	0.0046467	0.02%	0		
UNION BANK AND TRUST COMPANY0000013421	0.0046467	0.02%	0		
FIRST HAWAIIAN BANK0000017985	0.0046467	0.02%	0		

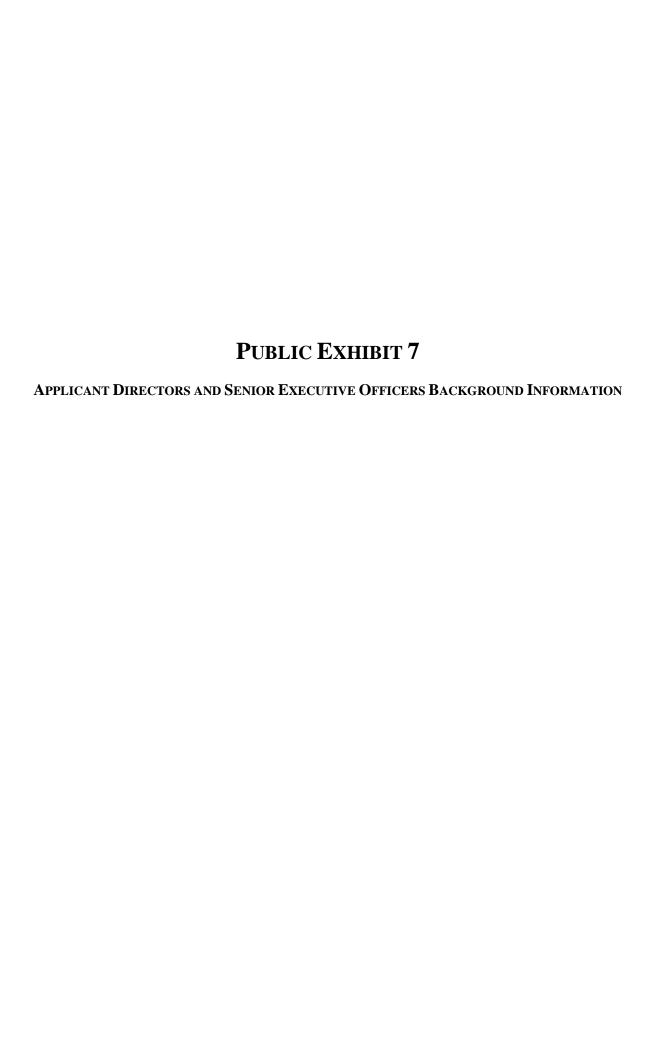
	Amt (\$100K - \$1M)	Market Share Amt (\$100K - \$1M)	Pre-Merger HHI (\$100K - \$1M)	Pro Forma HHI (\$100K - \$1M)	HHI Delta (\$100K - \$1M)
Big Bear Lake, CA Fed Market	19.8324860	100.00%	1188	1425	237
INCREDIBLEBANK0000019772	0.0046467	0.02%	0		
FIRST INTERNET BANK0000034607	0.0371734	0.19%	0		
MECHANICS BANK0000001768	0.0092934	0.05%	0		
CAPSTAR BANK0003715444	0.0139400	0.07%	0		
FIRST CITIZENS NATIONAL BANK0000005263	0.0046467	0.02%	0		
POPPY BANK0000057903	0.0185867	0.09%	0		
BANK OF LABOR000001874	0.0046467	0.02%	0		
PREFERRED BANK0000033539	0.0185867	0.09%	0		
FIFTH THIRD BK NA0000025190	0.0092934	0.05%	0		
BANCORPSOUTH0000011813	0.0046467	0.02%	0		
LIVE OAK BANKING COMPANY0000058665	0.0139400	0.07%	0		
PROVIDENT SAVINGS BANK, F.S.B.0000706051	0.0046467	0.02%	0		
WOORI AMERICA BANK0000024920	0.0046467	0.02%	0		
REGIONS BANK0000233031	0.0046467	0.02%	0		
FIRST FIDELITY BANK0000106359	0.0092934	0.05%	0		
FIRST REPUBLIC BANK0000059017	0.0185867	0.09%	0		
SUNFLOWER BANK, N.A.0000004742	0.0046467	0.02%	0		
REPUBLIC BANK OF CHICAGO0000019333	0.0046467	0.02%	0		
ALLY BANK0003284070	0.0092934	0.05%	0		
FIRSTBANK0000288853	0.0092934	0.05%	0		
BYLINE BANK000020624	0.0046467	0.02%	0		
SALEM FIVE CENTS SAVINGS BANK0000023296	0.0046467	0.02%	0		
CADENCE BANK, N.A.0000003656	0.0092934	0.05%	0		
CROSS RIVER0000058410	0.0046467	0.02%	0		
AMERICAN FIRST NATIONAL BANK000023521	0.0046467	0.02%	0		
CROSSFIRST BANK0000058648	0.0046467	0.02%	0		
FIRST BANK0000216922	0.0046467	0.02%	0		
SHINHAN BANK AMERICA0000033188	0.0046467	0.02%	0		
MANUFACTURERS BANK0000018618	0.0232334	0.12%	0		
HABIB AMERICAN BANK000025093	0.0139400	0.07%	0		
MERCHANTS BANK, N.A.000014488	0.0092934	0.05%	0		
HANCOCK WHITNEY BANK0000012441	0.0046467	0.02%	0		
COLUMBIA STATE BANK0000033826	0.0046467	0.02%	0		
FIRST BUSINESS BANK0000015229	0.0046467	0.02%	0		
AMERICAN RIVER BANK0000012227	0.0046467	0.02%	0		
PACIFIC MERCANTILE BANK0002717012	0.0464668	0.23%	0		
PACIFIC CITY BANK000057463	0.0604068	0.30%	0		
SILVERGATE BANK0001216826	0.0004000	0.02%	0		
MORGAN STANLEY BANK, N.A.000024908	0.0046467	0.02%	0		
ALERUS FINANCIAL NA0000013790	0.0046467	0.02%	0		
AltaPacific Bank			0		
	0.0000000	0.00%			
HERITAGE BANK OF COMMERCE0002209553 HINSDALE BANK & TRUST0002119773	0.0046467 0.0139400	0.02%	0		
\$0	0.0139400	0.07% 0.00%	0		
Grand Total	19.8324860	100.00%	1188		

	Amt (< \$1M)	Market Share (< \$1M)	Pre-Merger HHI (< \$1M)	Pro Forma HHI (< \$1M)	HHI Delta (< \$1M)
Big Bear Lake, CA Fed Market	\$801	100.00%	2011	2044	33
CITIBANK, N.A.0000001461	\$318	39.71%	1577		
JPMORGAN CHASE BANK, NA0000000008	\$89	11.12%	124		
AMERICAN EXPRESS NATIONAL BANK0000025151	\$88	10.94%	120		
BANK OF AMERICA, N.A.0000013044	\$76	9.43%	89		
US BANK NA000000024	\$58	7.30%	53		
WELLS FARGO BANK N.A.0000000001	\$40	4.99%	25		
CAPITAL ONE BANK (USA), N.A.0000024828	\$21	2.64%	7		
LAKE FOREST BANK & TRUST, NA0000025149	\$17	2.12%	4		
MUFG UNION BANK, N.A.0000021541	\$18	2.27%	5		
SYNCHRONY BANK0000715044	\$11	1.40%	2		
METABANK0000705902	\$11	1.35%	2		
WEX BANK0000034697	\$6	0.80%	1		
AMERIS BANK0000020504	\$6	0.78%	1		
BMO HARRIS BANK N.A.0000014583	\$5	0.62%	0		
TEXAS CAPITAL BANK0000023248	\$3	0.39%	0		
FIRST FOUNDATION BANK0000058647	\$6	0.81%	1		
CIT BANK N.A.0000025079	\$2	0.27%	0		
BANK OF THE WEST0000003514	\$2	0.26%	0		
PACIFIC PREMIER BANK0000431172	\$2	0.26%	0		
PACIFIC WESTERN BANK0000024045	\$2	0.21%	0		
DISCOVER BANK000005649	\$1	0.13%	0		
GREEN DOT BANK0000243375	\$1	0.10%	0		
STEARNS BANK N A0000015576	\$1	0.11%	0		
BBVA USA0000697633	\$1	0.10%	0		
BANNER BANK0000028489	\$1	0.11%	0		
CITIZENS BUSINESS BANK0000021716	\$2	0.25%	0		
PINNACLE BANK0000035583	\$1	0.08%	0		
TRUIST FINANCIAL0000009846	\$0	0.05%	0		
AXOS BANK0000716456	\$0	0.06%	0		
EAST WEST BANK0000197478	\$1	0.10%	0		
REPUBLIC BANK & TRUST0000023627	\$0	0.04%	0		
TCF NATIONAL BANK0000023253	\$0	0.06%	0		
ZIONS BANCORPORATION, N.A.0000004341	\$1	0.09%	0		
SANTANDER BANK N.A.0000025022	\$0	0.05%	0		
FIRST NATIONAL BANK OF OMAHA000000209	\$0	0.03%	0		
TBK BANK, SSB0000023498	\$0	0.04%	0		
CITY NATIONAL BANK0000014695	\$0	0.06%	0		
JOHN DEERE FINANCIAL, F.S.B.0000715685	\$0	0.02%	0		
Chino Commercial Bank, National Association	\$1	0.12%	0		
CATHAY BANK0000018503	\$0	0.05%	0		
FLAGSTAR BANK0000708412	\$0	0.02%	0		
CAPITAL ONE, N.A.0000013688	\$0	0.02%	0		
SIMMONS BANK0000663245	\$0	0.02%	0		

HHIS BY NUMBER OF LOANS ORIGINATED

	Amt (< \$1M)	Market Share (< \$1M)	Pre-Merger HHI (< \$1M)	Pro Forma HHI (< \$1M)	HHI Delta (< \$1M)
Big Bear Lake, CA Fed Market	\$801	100.00%	2011	2044	33
BANK OF HOPE0000026610	\$0	0.06%	0		
PNC BANK N.A.0000001316	\$0	0.01%	0		
CITIZENS BANK, NA0000024571	\$0	0.01%	0		
STATE FARM BANK0000714640	\$0	0.01%	0		
VALLEY NATIONAL BANK0000015790	\$0	0.02%	0		
1ST SOURCE BANK0000991340	\$0	0.01%	0		
CASHMERE VALLEY BANK0000001265	\$0	0.01%	0		
FARMER & MERCHANTS BANK OF LON0000871769	\$0	0.02%	0		
COMERICA BANK0000060143	\$0	0.02%	0		
HSBC BANK USA, NA0000024522	\$0	0.01%	0		
SILICON VALLEY BANK0000802866	\$0	0.01%	0		
SIGNATURE BANK0000057053	\$0	0.03%	0		
FIRST BANK0000169653	\$0	0.02%	0		
AMERICAN BUSINESS BANK0000034788	\$1	0.07%	0		
FIRST CITIZENS BANK AND TRUST0000011063	\$0	0.01%	0		
WESTERN ALLIANCE BANK0003138146	\$0	0.01%	0		
HOMETRUST BANK0000212577	\$0	0.01%	0		
ARVEST BANK0000311845	\$0	0.00%	0		
ROYAL BUSINESS BANK000058816	\$0	0.01%	0		
CTBC BANK0000019416	\$0	0.00%	0		
SECURITY STATE BANK & TRUST0000015809	\$0 \$0	0.00%	0		
HANMI BANK000024170	\$0	0.02%	0		
	\$0 \$0	0.02%	0		
American Continental Bank	\$0 \$0		0		
OPUS BANK000033806		0.02%			
MIDFIRST BANK0000714191	\$0 ¢o	0.00%	0		
PROSPERITY BANKO00016835	\$0	0.00%	0		
FIRST INTERSTATE BANK0000659855	\$0	0.00%	0		
KEYBANK NATIONAL ASSOCIATION0000014761	\$0	0.00%	0		
BANC OF CALIFORNIA, NA0000025080	\$0	0.00%	0		
TD BANK N.A.0000024096	\$0	0.00%	0		
BANK OF STOCKTON0000001536	\$0	0.00%	0		
CARROLLTON BANK0000012383	\$0	0.00%	0		
BANK OF TENNESSEE0000021573	\$0	0.00%	0		
COMMERCE BANK0000601050	\$0	0.00%	0		
ENTERPRISE BANK & TRUST0000027237	\$0	0.00%	0		
UMPQUA BANK0000017266	\$0	0.01%	0		
HOMESTREET BANK0000032489	\$0	0.00%	0		
Calwest Bank	\$0	0.01%	0		
Golden State Bank	\$0	0.04%	0		
Provident Savings Bank, F.S.B.	\$0	0.01%	0		
Armed Forces Bank, National Association	\$0	0.00%	0		
First Commercial Bank (U.S.A)	\$0	0.00%	0		
SUNTRUST BANK, INCO000675332	\$0	0.00%	0		
UNION BANK AND TRUST COMPANY0000013421	\$0	0.00%	0		
FIRST HAWAIIAN BANK0000017985	\$0	0.00%	0		

	Amt (< \$1M)	Market Share (< \$1M)	Pre-Merger HHI (< \$1M)	Pro Forma HHI (< \$1M)	HHI Delta (< \$1M)
Big Bear Lake, CA Fed Market	\$801	100.00%	2011	2044	33
INCREDIBLEBANK0000019772	\$0	0.00%	0		
FIRST INTERNET BANK0000034607	\$0	0.01%	0		
MECHANICS BANK0000001768	\$0	0.00%	0		
CAPSTAR BANK0003715444	\$0	0.00%	0		
FIRST CITIZENS NATIONAL BANK000005263	\$0	0.00%	0		
POPPY BANK0000057903	\$0	0.01%	0		
BANK OF LABOR000001874	\$0	0.00%	0		
PREFERRED BANK0000033539	\$0	0.01%	0		
FIFTH THIRD BK NA0000025190	\$0	0.00%	0		
BANCORPSOUTH0000011813	\$0	0.00%	0		
LIVE OAK BANKING COMPANY000058665	\$0	0.00%	0		
PROVIDENT SAVINGS BANK, F.S.B.0000706051	\$0	0.00%	0		
WOORI AMERICA BANK0000024920	\$0	0.00%	0		
REGIONS BANK0000233031	\$0	0.00%	0		
FIRST FIDELITY BANK0000106359	\$0	0.00%	0		
FIRST REPUBLIC BANK0000059017	\$0	0.01%	0		
SUNFLOWER BANK, N.A.0000004742	\$0	0.00%	0		
REPUBLIC BANK OF CHICAGO0000019333	\$0	0.00%	0		
ALLY BANK0003284070	\$0	0.00%	0		
FIRSTBANK0000288853	\$0	0.00%	0		
BYLINE BANK000020624	\$0	0.00%	0		
SALEM FIVE CENTS SAVINGS BANK0000023296	\$0	0.00%	0		
CADENCE BANK, N.A.0000003656	\$0	0.00%	0		
CROSS RIVER0000058410	\$0	0.00%	0		
AMERICAN FIRST NATIONAL BANK000023521	\$0	0.00%	0		
CROSSFIRST BANK0000058648	\$0	0.00%	0		
FIRST BANK0000216922	\$0	0.00%	0		
SHINHAN BANK AMERICA0000033188	\$0	0.00%	0		
MANUFACTURERS BANK000018618	\$0	0.01%	0		
HABIB AMERICAN BANK000025093	\$0	0.00%	0		
MERCHANTS BANK, N.A.0000014488	\$0	0.00%	0		
HANCOCK WHITNEY BANK0000012441	\$0	0.00%	0		
COLUMBIA STATE BANK0000033826	\$0	0.00%	0		
FIRST BUSINESS BANK0000015229	\$0	0.00%	0		
AMERICAN RIVER BANK0000024655	\$0	0.00%	0		
PACIFIC MERCANTILE BANK0002717012	\$0	0.01%	0		
PACIFIC CITY BANK000057463	\$0	0.02%	0		
SILVERGATE BANK0001216826	\$0 \$0	0.00%	0		
MORGAN STANLEY BANK, N.A.0000024908	\$0 \$0	0.00%	0		
ALERUS FINANCIAL NA0000013790	\$0 \$0	0.00%	0		
AltaPacific Bank	\$0 \$0	0.00%	0		
HERITAGE BANK OF COMMERCE0002209553 HINSDALE BANK & TRUST0002119773	\$0 \$0	0.00% 0.00%	0		
\$0	\$0 \$0	0.00%	0		
Grand Total					
Granu rotal	\$801	100.00%	2011		



U.S. BANCORP EXISTING MANAGEMENT POSITIONS AND SHARE OWNERSHIP IN U.S. BANCORP

U.S. Bancorp Current Board Members and Senior Executive Officers

Name ¹	Holding Company Director (Y/N)	Principal Occupation	Shares Beneficially Owned In Holding Company ²	
Warner L. Baxter	Yes (Independent)	Chairman, President and CEO, Ameren Corporation	21,823	
Dorothy J. Bridges	Yes (Independent)	Former Senior Vice President, Federal Reserve Bank of Minneapolis	11,705	
Elizabeth L. Buse	Yes (Independent)	Former CEO, Monitise plc	12,833	
Andrew Cecere	Yes (Chairman)	Chairman, President and CEO, U.S. Bancorp	1,388,374	
Kimberly N. Ellison-Taylor	Yes (Independent)	Executive Director of Finance Thought Leadership, Oracle Corporation	3,251	
Kimberly J. Harris	Yes (Independent)	Retired President and CEO, Puget Energy, Inc.	29,820	
Roland A. Hernandez	Yes (Independent)	Founding Principal and CEO, Hernandez Media Ventures	52,378	
Olivia F. Kirtley	Yes (Lead Independent)	Business Consultant	145,131	
Karen S. Lynch	Yes (Independent)	President and CEO, CVS Health Corporation	29,518	
Richard P. McKenney	Yes (Independent)	President and CEO, Unum Group	28,317	
Yusuf I. Mehdi	Yes (Independent)	Corporate Vice President, Microsoft Corporation	12,833	

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The address for each individual is 800 Nicollet Mall Minneapolis, Minnesota 55402.

Common stock of U.S. Bancorp beneficially owned by U.S. Bancorp independent directors, including deferred compensation and any indirect holdings, as of August 23, 2021. Common stock of U.S. Bancorp officers includes common stock, restricted stock units, options exercisable within 60 days of August 23, 2021, and any 401(k) and indirect holdings as of August 23, 2021.

Name ¹	Holding Company Director (Y/N)	Principal Occupation	Shares Beneficially Owned In Holding Company ²	
John P. Wiehoff	Yes (Independent)	Retired Chairman and CEO, C.H. Robinson Worldwide, Inc.	13,651	
Scott W. Wine	Yes (Independent)	CEO, CNH Industrial N.V.	50,667	
Elcio R.T. Barcelos	No	Senior Executive Vice President and Chief Human Resources Officer, U.S. Bank	13,722	
James L. Chosy	No	Senior Executive Vice President and General Counsel, U.S. Bank	212,828	
Terrance R. Dolan	No	Vice Chair and Chief Financial Officer, U.S. Bank	271,569	
Gunjan Kedia	No	Vice Chair of Wealth Management & Investment Services, U.S. Bank	111,793	
James B. Kelligrew	No	Vice Chair of Corporate & Commercial Banking, U.S. Bank	135,398	
Shailesh M. Kotwal	No	Vice Chair of Payment Services, U.S. Bank	115,985	
Katherine B. Quinn	No	Vice Chair and Chief Administrative Officer, U.S. Bank	152,187	
Jodi L. Richard	No	Vice Chair and Chief Risk Officer, U.S. Bank	57,975	
Mark G. Runkel	No	Senior Executive Vice President and Chief Transformation Officer, U.S. Bank	52,286	
Jeffry H. von Gillern	No	Vice Chair of Technology and Operations Services, U.S. Bank	262,106	
Timothy A. Welsh	No	Vice Chair of Consumer and Business Banking, U.S. Bank	78,972	



• Warner L. Baxter

O Warner L. Baxter is the Chairman, President and Chief Executive Officer of Ameren Corporation, a regulated electric and gas utility company serving customers in Missouri and Illinois. He has served in these positions since 2014. Mr. Baxter served as Chairman, President and Chief Executive Officer of Ameren Missouri from 2009 to 2014 and as Executive Vice President and Chief Financial Officer of Ameren Corporation from 2003 to 2009. In addition, he also served as President and Chief Executive Officer of Ameren Services from 2007 to 2009. He has served on the board of directors of Ameren Corporation since 2014.

Dorothy J. Bridges

O Dorothy J. Bridges is the former Senior Vice President of Public Affairs, Outreach and Community Development of the Federal Reserve Bank of Minneapolis, one of the twelve regional banks in the Federal Reserve System. She served as Senior Vice President from July 2011 until June 2018. Prior to joining the Federal Reserve Bank of Minneapolis, Ms. Bridges served as the President and Chief Executive Officer of City First Bank, a commercial bank providing financial services in low- and moderate-income communities, from 2008 until July 2011, and as President and Chief Executive Officer of Franklin National Bank, a Minneapolis commercial bank, from 1999 to 2008.

• Elizabeth L. Buse

o Elizabeth L. Buse is the former Chief Executive Officer of Monitise PLC, a global mobile banking and payments company based in the United Kingdom. She served as Co-Chief Executive Officer and Chief Executive Officer of Monitise during 2014 and 2015, after retiring from Visa, Inc., the world's leading payment network, as Executive Vice President of Global Services, a position she held from 2013 to 2014. Ms. Buse held various senior leadership positions at Visa prior to that time, including as Group President for Asia-Pacific, Central Europe, Middle East and Africa from 2010 to 2013. She served on the board of directors of Travelport Worldwide Ltd. from 2014 to 2019 and has served on the board of directors of F5 Networks since 2020.

• Andrew Cecere

Andrew Cecere is the Chairman, President and Chief Executive Officer of U.S. Bancorp. He has served in this position since April 2018. He served as President and Chief Executive Officer from April 2017 to April 2018, as well as President and Chief Operating Officer from January 2016 to April 2017, after having served as Vice Chairman and Chief Operating Officer from January 2015 until January 2016. From February 2007 until January 2015, Mr. Cecere served as U.S. Bancorp's Vice Chairman and Chief Financial Officer, after having served as Vice Chairman, Wealth Management and Investment Services of U.S. Bancorp since the merger of Firstar Corporation and U.S. Bancorp in February 2001. Previously, he had served as an executive officer of the former U.S. Bancorp, including as Chief Financial Officer from May 2000 through February 2001. He has served on the board of directors of Donaldson Company, Inc. since 2013.

• Kimberly N. Ellison-Taylor

 Kimberly N. Ellison-Taylor is the Executive Director of Finance Thought Leadership of Oracle Corporation, a provider of products and services for enterprise information technology environments. She has served in this position since April 2019. Ms. Ellison-Taylor served as the Global Strategy Leader of the Cloud Business Group of Oracle from September 2018 to March 2019 and as the Global Strategy Director of Financial Services Industry Group of Oracle from July 2015 until September 2018. From 2016 to 2018, she also served as the chairman of the American Institute of CPAs, the world's largest member association representing the accounting profession. From 2004 to July 2015, she served as the Global Practice team leader for Health and Human Services of Oracle. Prior to joining Oracle in 2004, she held roles at KPMG and served as the Chief Information Technology Officer for Prince George's County Government in Maryland.

• Kimberly J. Harris

o Kimberly J. Harris is the retired President and Chief Executive Officer of Puget Energy, Inc., an energy services holding company, and its subsidiary Puget Sound Energy, Inc., a utility company providing electric and natural gas service in the northwest United States. She served in these positions from March 2011 until her retirement in January 2020. Ms. Harris served as President of Puget Energy and Puget Sound Energy from July 2010 through February 2011 and as Executive Vice President and Chief Resource Officer from May 2007 until July 2010. She served on the boards of directors of Puget Energy, Inc. and Puget Sound Energy, Inc. from 2011 to 2020 and has served on the board of directors of American Water Works Company, Inc. since 2019.

• Roland A. Hernandez

O Roland A. Hernandez is the Founding Principal and Chief Executive Officer of Hernandez Media Ventures, a privately held company engaged in the acquisition and management of media assets. He has served in this capacity since January 2001. Mr. Hernandez served as Chairman of Telemundo Group, Inc., a Spanish-language television and entertainment company, from 1998 to 2000 and as President and Chief Executive Officer from 1995 to 2000. He served on the boards of directors of Vail Resorts, Inc. from 2002 to 2019, Belmond Ltd. (formerly Orient Express Hotels Ltd.) from 2013 to 2019, MGM Resorts International from 2002 to 2021, Take-Two Interactive Software, Inc. since 2019, and Fox Corporation since 2019.

• Olivia F. Kirtley

Olivia F. Kirtley is a Certified Public Accountant and Chartered Global Management Accountant, has served as a business consultant on strategic, risk and corporate governance issues since 2000. She also served as the President of the International Federation of Accountants ("IFAC"), the global organization for the accountancy profession which facilitates the establishment of international auditing, ethics and education standards, from 2014 to 2016, and as Deputy President of IFAC from 2012 to 2014. Prior to 2000, she served as a senior manager at a predecessor to accounting firm Ernst & Young LLP, and as Treasurer, Vice President and Chief Financial Officer at Vermont American Corporation. She served on the board of directors of Randgold Resources Ltd. from 2017 to 2019 and has served on the board of directors of Papa Johns International, Inc. since 2003.

• Karen S. Lynch

o Karen S. Lynch is the President and Chief Executive Officer of CVS Health Corporation, a diversified health services and health care company. She has served in this position since February 2021. Ms. Lynch served as Executive Vice President of CVS Health Corporation, and President of its Aetna Business Unit, from November 2018 to February 2021. She served as President of Aetna, Inc., a diversified health care benefits company, from 2014 until CVS Health's acquisition

of Aetna in November 2018. Ms. Lynch served as Executive Vice President of Aetna's Local and Regional business from 2013 to 2014 and Executive Vice President of Aetna's Specialty Products business from 2012 to 2013. She served as President of Magellan Health Services Inc., a health care management company, from 2009 to 2012. Ms. Lynch began her career as a Certified Public Accountant at auditing firm Ernst & Young LLP. She has served on the board of directors of CVS Health Corporation since 2021.

• Richard P. McKenney

o Richard P. McKenney is the President and Chief Executive Officer of Unum Group, a workplace financial protection benefits company. He has served as President since April 2015 and as Chief Executive Officer since May 2015. Mr. McKenney served as Executive Vice President and Chief Financial Officer of Unum from 2009 to 2015. Prior to joining Unum in 2009, he served as Executive Vice President and Chief Financial Officer at Sun Life Financial, Inc., an international financial services company, from 2006 to 2009. He has served on the board of directors of Unum Group since 2015.

• Yusuf I. Mehdi

Yusuf I. Mehdi is the Corporate Vice President of the Modern Life and Devices Group of Microsoft Corporation, a multinational technology company, representing the Windows, Surface, Office, and Bing businesses. He has served in this position since June 2018. From 2015 to June 2018, he served as Corporate Vice President of the Windows and Devices Group and from 2011 to 2015 as the Corporate Vice President and Chief Marketing and Strategy Officer of the Interactive Entertainment Division, including Xbox. Mr. Mehdi joined Microsoft in 1992 and held various leadership positions within the company prior to being named Senior Vice President of Microsoft's Online Services Division in 2001.

• John P. Wiehoff

O John P. Wiehoff is the retired Chairman and Chief Executive Officer of C.H. Robinson Worldwide, Inc., a multimodal transportation services and third party logistics company. He served as Chairman from 2006 to 2020. He also served as President from 1999 to 2019 and as Chief Executive Officer from 2002 to 2019. Prior to 1999, Mr. Wiehoff served in various senior leadership roles at C.H. Robinson starting in 1992 and began his career at Andersen Worldwide LLP with several different positions, including audit manager. He has served on the board of directors of C.H. Robinson Worldwide, Inc., from 2002 to 2020, Donaldson Company, Inc. since 2003 and Polaris Industries, Inc. since 2007.

• Scott W. Wine

Scott W. Wine is the Chief Executive Officer of CNH Industrial N.V., a global leader in capital goods including agricultural and construction equipment, trucks, and commercial vehicles. He has served in this position since January 2021. Prior to joining CNH Industrial, he served as the Chairman and Chief Executive Officer of Polaris Industries Inc., a worldwide manufacturer and marketer of innovative high performance motorized products. He served as Chairman from 2013 to 2021, and Chief Executive Officer from 2008 to 2021. He served on the board of directors of Polaris Industries Inc. from 2008 to 2020, Terex Corporation from 2011 to 2020, and CNH Industrial N.V. since 2021.

U.S. BANCORP EXECUTIVE OFFICERS – B	IOGRAPHICAL INFORMATION	

• Andrew Cecere

O Andrew Cecere is the Chairman, President and Chief Executive Officer of U.S. Bancorp. He has served in this position since April 2018. He served as President and Chief Executive Officer from April 2017 to April 2018, as well as President and Chief Operating Officer from January 2016 to April 2017, after having served as Vice Chairman and Chief Operating Officer from January 2015 until January 2016. From February 2007 until January 2015, Mr. Cecere served as U.S. Bancorp's Vice Chairman and Chief Financial Officer, after having served as Vice Chairman, Wealth Management and Investment Services of U.S. Bancorp since the merger of Firstar Corporation and U.S. Bancorp in February 2001. Previously, he had served as an executive officer of the former U.S. Bancorp, including as Chief Financial Officer from May 2000 through February 2001. He has served on the board of directors of Donaldson Company, Inc. since 2013.

• Elcio R.T. Barcelos

O Mr. Barcelos is Senior Executive Vice President and Chief Human Resources Officer of U.S. Bancorp. Mr. Barcelos has served in this position since joining U.S. Bancorp in September 2020. From April 2018 until August 2020, he served as Senior Vice President and Chief People and Places Officer of the Federal National Mortgage Association (Fannie Mae), having served as Senior Vice President, Human Resources of the DXC Technology Company from April 2017 to March 2018. Previously, Mr. Barcelos served as Senior Vice President and Head of Human Resources for the Enterprise Services business of Hewlett Packard Enterprise Company from June 2015 to April 2017, and in other human resources senior leadership positions at Hewlett-Packard Company and Hewlett Packard Enterprise Company from July 2009 to June 2015. He previously served in various leadership roles at Wells Fargo and Bank of America.

• James L. Chosy

o Mr. Chosy is Senior Executive Vice President and General Counsel of U.S. Bancorp. Mr. Chosy has served in this position since March 1, 2013. He also served as Corporate Secretary of U.S. Bancorp from March 2013 until April 2016. From 2001 to 2013, he served as the General Counsel and Secretary of Piper Jaffray Companies. From 1995 to 2001, Mr. Chosy was Vice President and Associate General Counsel of U.S. Bancorp, having also served as Assistant Secretary of U.S. Bancorp from 1995 through 2000 and as Secretary from 2000 until 2001.

• Terrance R. Dolan

o Mr. Dolan is Vice Chair and Chief Financial Officer of U.S. Bancorp. Mr. Dolan has served in this position since August 2016. From July 2010 to July 2016, he served as Vice Chair, Wealth Management and Investment Services, of U.S. Bancorp. From September 1998 to July 2010, Mr. Dolan served as U.S. Bancorp's Controller. He additionally held the title of Executive Vice President from January 2002 until June 2010 and Senior Vice President from September 1998 until January 2002.

• Gunjan Kedia

o Ms. Kedia is Vice Chair, Wealth Management and Investment Services, of U.S. Bancorp. Ms. Kedia has served in this position since joining U.S. Bancorp in December 2016. From October 2008 until May 2016, she served as Executive Vice President of State Street Corporation where she led the core investment servicing business in North and South America and served as a

member of State Street's management committee, its senior most strategy and policy committee. Previously, Ms. Kedia was an Executive Vice President of global product management at Bank of New York Mellon from 2004 to 2008.

• James B. Kelligrew

o Mr. Kelligrew is Vice Chair, Corporate & Commercial Banking, of U.S. Bancorp. Mr. Kelligrew has served in this position since January 2016. From March 2014 until December 2015, he served as Executive Vice President, Fixed Income & Capital Markets, of U.S. Bancorp, having served as Executive Vice President, Credit Fixed Income, of U.S. Bancorp from May 2009 to March 2014. Prior to that time, he held various leadership positions with Wells Fargo Securities from 2003 to 2009, and with Bank of America Securities from 1993 to 2003.

• Shailesh M. Kotwal

o Mr. Kotwal is Vice Chair, Payment Services, of U.S. Bancorp. Mr. Kotwal has served in this position since joining U.S. Bancorp in March 2015. From July 2008 until May 2014, he served as Executive Vice President of TD Bank Group with responsibility for retail banking products and services and as Chair of its enterprise payments council. From 2006 until 2008, he served as President, International, of eFunds Corporation. Previously, Mr. Kotwal served in various leadership roles at American Express Company from 1989 until 2006, including responsibility for operations in North and South America, Europe and the Asia-Pacific regions.

• Katherine B. Quinn

Ms. Quinn is Vice Chair and Chief Administrative Officer of U.S. Bancorp. Ms. Quinn has served in this position since April 2017. From September 2013 to April 2017, she served as Executive Vice President and Chief Strategy and Reputation Officer of U.S. Bancorp and has served on U.S. Bancorp's Managing Committee since January 2015. From September 2010 until January 2013 she served as Chief Marketing Officer of WellPoint, Inc. (now known as Anthem, Inc.), having served as Head of Corporate Marketing of WellPoint from July 2005 until September 2010. Prior to that time, she served as Chief Marketing and Strategy Officer at The Hartford from 2003 until 2005.

• Jodi L. Richard

Ms. Richard is Vice Chair and Chief Risk Officer of U.S. Bancorp. Ms. Richard has served in this position since October 2018. She served as Executive Vice President and Chief Operational Risk Officer of U.S. Bancorp from January 2018 until October 2018, having served as Senior Vice President and Chief Operational Risk Officer from 2014 until January 2018. Prior to that time, Ms. Richard held various senior leadership roles at HSBC from 2003 until 2014, including Executive Vice President and Head of Operational Risk and Internal Control at HSBC North America from 2008 to 2014. Ms. Richard started her career at the Office of the Comptroller of the Currency in 1990 as a national bank examiner.

• Mark G. Runkel

Mr. Runkel is Senior Executive Vice President and Chief Transformation Officer of U.S. Bancorp.
 Mr. Runkel has served in this position since August 2021. From December 2013 to August 2021,
 he served as Senior Executive Vice President and Chief Credit Officer. From February 2011 until

December 2013, he served as Senior Vice President and Credit Risk Group Manager of U.S. Bancorp Retail and Payment services credit risk management, having served as Senior Vice President and Risk Manager of U.S. Bancorp Retail and Small Business credit risk management from June 2009 until February 2011. From March 2005 until May 2009 served as Vice President and Risk Manager of U.S. Bancorp.

• Jeffry H. von Gillern

o Mr. von Gillern is Vice Chair, Technology and Operations Services, of U.S. Bancorp. Mr. von Gillern has served in this position since July 2010. From April 2001, when he joined U.S. Bancorp, until July 2010, Mr. von Gillern served as Executive Vice President of U.S. Bancorp, additionally serving as Chief Information Officer from July 2007 until July 2010.

• Timothy A. Welsh

o Mr. Welsh is Vice Chair, Consumer and Business Banking, of U.S. Bancorp. Mr. Welsh has served in his position since March 2019. Prior to that, he served as Vice Chair, Consumer Banking Sales and Support since joining the bank in July 2017. From July 2006 until June 2017, he served as a Senior Partner at McKinsey & Company where he specialized in financial services and the consumer experience. Previously, Mr. Welsh served as a Partner at McKinsey from 1999 to 2006.

PUBLIC EXHIBIT 8

SUMMARY SUPERVISORY STRESS TEST RESULTS

Table B.22. U.S. Bancorp

Projected stressed capital ratios, risk-weighted assets, losses, revenues, net income before taxes, and loan losses

Federal Reserve estimates: Severely adverse scenario

Capital ratios, actual 2020:Q4 and projected 2021:Q1-2023:Q1

Percent

Regulatory ratio	Actual	Stressed capital ratios		
negulatory ratio	2020:Q4	Ending	Minimum	
Common equity tier 1 capital ratio	9.7	9.7	9.1	
Tier 1 capital ratio	11.3	11.3	10.8	
Total capital ratio	13.4	13.1	12.9	
Tier 1 leverage ratio	8.3	8.3	7.9	
Supplementary leverage ratio	7.3	6.6	6.3	

The capital ratios are calculated using the same capital action assumptions provided within the Dodd-Frank Act stress test rules. See 12 C.F.R. § 252.56(b). These projections represent hypothetical estimates that involve an economic outcome that is more adverse than expected. The minimum capital ratios are for the period 2021:01 to 2023:01. Supplementary leverage ratio projections only include estimates for firms subject to Category I, II, or III standards.

Projected loan losses, by type of loan, 2021:Q1-2023:Q1

Loan type	Billions of dollars	Portfolio loss rates (percent) ¹
Loan losses	18.2	6.2
First-lien mortgages, domestic	1.4	1.8
Junior liens and HELOCs, domestic	0.5	4.1
Commercial and industrial ²	5.5	7.4
Commercial real estate, domestic	4.8	13.1
Credit cards	3.6	16.0
Other consumer ³	1.2	2.8
Other loans ⁴	1.2	4.8

- Average loan balances used to calculate portfolio loss rates exclude loans held for sale, loans held for investment under the fair-value option, and Paycheck Protection Program (PPP) loans and are calculated over nine quarters.
- ² Commercial and industrial loans include small- and medium-enterprise loans and corporate cards.
- ³ Other consumer loans include student loans and automobile loans.
- 4 Other loans include international real estate loans.

Risk-weighted assets, actual 2020:Q4 and projected 2023:Q1

Billions of dollars

Item	Actual 2020:Q4	Projected 2023:Q1
Risk-weighted assets ¹	393.6	393.5

For each quarter, risk-weighted assets are calculated under the Board's standardized approach to risk-based capital. 12 C.F.R. pt. 217, subpt. D.

Projected losses, revenue, and net income before taxes through 2023:Q1

Item	Billions of dollars	Percent of average assets ¹
Pre-provision net revenue	16.2	2.9
equals		
Net interest income	26.5	4.8
Noninterest income	23.6	4.3
less		
Noninterest expense ²	33.9	6.1
Other revenue ³	0.0	
less		
Provisions for loan and lease losses	14.7	
Credit losses on investment securities (AFS/HTM) ⁴	0.0	
Trading and counterparty losses ⁵	0.0	
Other losses/gains ⁶	0.1	
equals		
Net income before taxes	1.5	0.3
Memo items		
Other comprehensive income ⁷	0.0	
Other effects on capital	Actual 2020:Q4	2023:Q1
AOCI included in capital (billions of dollars)	-0.1	-0.1

- ¹ Average assets is the nine-quarter average of total assets.
- Noninterest expense includes losses from operational-risk events and other real estate owned (OREO) costs.
- Other revenue includes one-time income and (expense) items not included in pre-provision net revenue.
- For firms that have adopted ASU 2016-13, the Federal Reserve incorporated its projection of expected credit losses on securities in the allowance for credit losses
- Trading and counterparty losses include mark-to-market and credit valuation adjustment (CVA) losses and losses arising from the counterparty default scenario component applied to derivatives, securities lending, and repurchase agreement activities.
- Other losses/gains include projected change in fair value of loans held for sale and loans held for investment measured under the fair-value option, and goodwill impairment losses
- Other comprehensive income is only calculated for firms subject to Category I or II standards or firms that opt in to including accumulated other comprehensive income (AOCI) in their calculation of capital.

Table B.13. MUFG Americas Holdings Corporation

Projected stressed capital ratios, risk-weighted assets, losses, revenues, net income before taxes, and loan losses

Federal Reserve estimates: Severely adverse scenario

Capital ratios, actual 2020:Q4 and projected 2021:Q1-2023:Q1

Percent

Regulatory ratio	Actual	Stressed ca	pital ratios ¹
negulatory ratio	2020:Q4	Ending	Minimum
Common equity tier 1 capital ratio	15.3	11.9	11.9
Tier 1 capital ratio	15.3	11.9	11.9
Total capital ratio	16.3	13.2	13.2
Tier 1 leverage ratio	9.6	7.4	7.4
Supplementary leverage ratio	n/a	n/a	n/a

The capital ratios are calculated using the same capital action assumptions provided within the Dodd-Frank Act stress test rules. See 12 C.F.R. § 252.56(b). These projections represent hypothetical estimates that involve an economic outcome that is more adverse than expected. The minimum capital ratios are for the period 2021:01 to 2023:01. Supplementary leverage ratio projections only include estimates for firms subject to Category I, II, or III standards.

n/a Not applicable.

Projected loan losses, by type of loan, 2021:Q1-2023:Q1

Loan type	Billions of dollars	Portfolio loss rates (percent) ¹
Loan losses	5.2	6.5
First-lien mortgages, domestic	8.0	2.8
Junior liens and HELOCs, domestic	0.1	5.7
Commercial and industrial ²	2.0	11.6
Commercial real estate, domestic	1.3	7.1
Credit cards	0.0	16.0
Other consumer ³	0.4	14.8
Other loans ⁴	0.5	4.4

- Average loan balances used to calculate portfolio loss rates exclude loans held for sale, loans held for investment under the fair-value option, and Paycheck Protection Program (PPP) loans and are calculated over nine quarters.
- ² Commercial and industrial loans include small- and medium-enterprise loans and corporate cards.
- 3 Other consumer loans include student loans and automobile loans.
- Other loans include international real estate loans.

Risk-weighted assets, actual 2020:Q4 and projected 2023:Q1

Billions of dollars

ltem	Actual 2020:Q4	Projected 2023:Q1
Risk-weighted assets ¹	103.6	102.8

For each quarter, risk-weighted assets are calculated under the Board's standardized approach to risk-based capital. 12 C.F.R. pt. 217, subpt. D.

Projected losses, revenue, and net income before taxes through 2023:Q1

Item	Billions of dollars	Percent of average assets ¹
Pre-provision net revenue	1.7	1.0
equals		
Net interest income	6.9	4.1
Noninterest income	5.9	3.5
less		
Noninterest expense ²	11.2	6.6
Other revenue ³	0.0	
less		
Provisions for loan and lease losses	5.1	
Credit losses on investment securities (AFS/HTM) ⁴	0.1	
Trading and counterparty losses ⁵	0.0	
Other losses/gains ⁶	0.0	
equals		
Net income before taxes	-3.6	-2.1
Memo items		
Other comprehensive income ⁷	0.0	
Other effects on capital	Actual 2020:Q4	2023:Q1
AOCI included in capital (billions of dollars)	0.0	0.0

- ¹ Average assets is the nine-quarter average of total assets.
- Noninterest expense includes losses from operational-risk events and other real estate owned (OREO) costs.
- 3 Other revenue includes one-time income and (expense) items not included in pre-provision net revenue.
- For firms that have adopted ASU 2016-13, the Federal Reserve incorporated its projection of expected credit losses on securities in the allowance for credit losses
- Trading and counterparty losses include mark-to-market and credit valuation adjustment (CVA) losses and losses arising from the counterparty default scenario component applied to derivatives, securities lending, and repurchase agreement activities.
- 6 Other losses/gains include projected change in fair value of loans held for sale and loans held for investment measured under the fair-value option, and goodwill impairment losses
- Other comprehensive income is only calculated for firms subject to Category I or II standards or firms that opt in to including accumulated other comprehensive income (AOCI) in their calculation of capital.

PUBLIC EXHIBIT 9

FORM OF NEWSPAPER NOTICE

NOTICE OF APPLICATION FOR ACQUISITION OF A BANK BY A BANK HOLDING COMPANY

U.S. Bancorp, Minneapolis, Minnesota, has applied to the Federal Reserve Board ("Federal Reserve") for permission to acquire a bank, MUFG Union Bank, National Association, San Francisco, California. We intend to acquire control of MUFG Union Bank, National Association, San Francisco, California. 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 the Federal Reserve Bank of Minneapolis ("Reserve Bank"), Attention: Applications Officer, Division of Supervision, Regulation and Credit, P.O. Box 291, Minneapolis, MN 55480-0291. The comment period will not end before November 6, 2021, and may be somewhat longer. The Federal Reserve's procedures for processing applications may be found at 12 C.F.R. Part 262. Procedures for processing protested applications may be found at 12 C.F.R. 262.25. To obtain a copy of the Federal Reserve's procedures, or if you need more information about how to submit your comments on the application, contact Chris Wangen, Assistant Vice President, at (612) 204-5087. 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.

PUBLIC EXHIBIT 10

SHAREHOLDER LIST INFORMATION

S&P Capital IQ

U.S. Bancorp | Ownership Detailed

NYSE:USB (MI KEY: 4047176; SPCIQ KEY: 305304)	
View Security: NYSE: USB - Common Stock	
Owner Type: All Owners (Holding at least 10,000 Shares)	
Long/Short Position Type: All	
Turnover Type: All	
Keyword:	
Positions: All	
Position Date: Latest filings	
Style Type: All	
Market Cap Type: All	
Total Shares Outstanding (as of 9/21/2021)	1,482,648,646
Total Shares to be Issued as Stock Consideration	44,374,155
Pro Forma Total Shares Outstanding (Post-Acquisition)	1,527,022,80

Detailed Latest Holders - All Owners (Holding at least 10,000 Share	5)				
Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Berkshire Hathaway Inc.	128,888,906	8.69%	0	8.44%	13F
Vanguard Group Inc.	109,095,804	7.36%	0	7.14%	13F
BlackRock Inc.	91,197,135	6.15%	0	5.97%	13F
State Street Global Advisors Inc.	61,730,906	4.16%	0	4.04%	13F
MUFG Americas Holdings Corporation	0	0.00%	44,374,155	2.91%	Purchase Agreement
JP Morgan Asset Management	34,311,627	2.31%	0	2.25%	13F
Geode Capital Management LLC	22,047,146	1.49%	0	1.44%	13F
Massachusetts Financial Services Company	20,992,046	1.42%	0	1.37%	13F
Wells Fargo & Co.	20,036,513	1.35%	0	1.31%	13F
Charles Schwab Investment Management Inc.	18,256,526	1.23%	0	1.20%	Aggregated 13F
Davis Selected Advisers L.P.	18,182,687	1.23%	0	1.19%	13F
Northern Trust Global Investments	17,894,733	1.21%	0	1.17%	13F
New England Asset Management Inc.	17,708,871	1.19%	0	1.16%	13F
Norges Bank Investment Management	14,464,791	0.98%	0	0.95%	13F
BNY Asset Management	13,049,384	0.88%	0	0.85%	13F
Columbia Management Investment Advisers LLC	13,033,474	0.88%	0	0.85%	13F
Barrow Hanley Mewhinney & Strauss LLC	11,583,447	0.78%	0	0.76%	13F
Macquarie Investment Management Business Trust	11,259,469	0.76%	0	0.74%	13F
UBS Asset Management AG	10,701,946	0.72%	0	0.70%	Multiple
U.S. Bancorp Asset Management Inc.	9,967,646	0.67%	0	0.65%	13F
Managed Account Advisors LLC	9,860,151	0.67%	0	0.65%	13F
ClearBridge Investments LLC	9,758,453	0.66%	0	0.64%	13F
Legal & General Investment Management Ltd.	9,725,576	0.66%	0	0.64%	13F
Grantham Mayo Van Otterloo & Co. LLC	9,650,178	0.65%	0	0.63%	13F
First Eagle Investment Management LLC	9,646,606	0.65%	0	0.63%	13F
TIAA	9,584,753	0.65%	0	0.63%	13F
Eaton Vance Management	8,574,366	0.58%	0	0.56%	Aggregated 13F
State Farm Mutual Automobile Insurance Co.	7,905,367	0.53%	0	0.52%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
FMRLLC	7,447,306	0.50%	0	0.49%	13F
Capital Research & Mgmt Co.	7,396,607	0.50%	0	0.48%	13F
RBC Dominion Securities Inc.	7,039,105	0.47%	0	0.46%	13F
Franklin Resources Inc.	6,824,725	0.46%	0	0.45%	13F
Mairs & Power Inc.	6,512,954	0.44%	0	0.43%	13F
Invesco Capital Management LLC	6,154,460	0.42%	0	0.40%	13F
Fidelity International Ltd.	6,135,519	0.41%	0	0.40%	13F
BMO Global Asset Management	5,919,477	0.40%	0	0.39%	13F
Royal Bank of Canada	5,786,962	0.39%	0	0.38%	13F
Morgan Stanley	5,551,322	0.37%	0	0.36%	13F
CIBC Pvt. Wealth Advisors Inc.	5,466,094	0.37%	0	0.36%	13F
Dimensional Fund Advisors LP	5,325,630	0.36%	0	0.35%	13F
JPMorgan Chase & Co.	5,213,973	0.35%	0	0.34%	13F
Coho Partners Ltd.	5,167,292	0.35%	0	0.34%	13F
PRIMECAP Management Co.	4,889,550	0.33%	0	0.32%	13F
Robert W. Baird & Co. Inc.	4,823,267	0.33%	0	0.32%	13F
Yacktman Asset Management LP	4,724,653	0.32%	0	0.31%	13F
Nikko Asset Management Co. Ltd.	4,479,559	0.30%	0	0.29%	13F
Goldman Sachs Asset Management LP	4,411,833	0.30%	0	0.29%	13F
California Public Employees' Retirement System	4,359,560	0.29%	0	0.29%	13F
Bank of America Corp.	4,351,230	0.29%	0	0.28%	13F
Bahl & Gaynor Inc.	4,230,463	0.29%	0	0.28%	13F
Barclays PLC	4,184,168	0.28%	0	0.27%	13F
Envestnet Asset Management Inc.	3,373,662	0.23%	0	0.22%	13F
Federated Hermes, Inc.	3,361,277	0.23%	0	0.22%	13F
American Century Investment Management Inc	3,359,907	0.23%	0	0.22%	13F
Strategic Advisers LLC	3,296,319	0.22%	0	0.22%	13F
Deutsche Asset & Wealth Management	3,222,445	0.22%	0	0.21%	13F
Mackenzie Financial Corp.	3,106,554	0.21%	0	0.20%	13F
Raymond James Financial, Inc.	3,086,265	0.21%	0	0.20%	13F
Manulife Asset Management	3,020,549	0.20%	0	0.20%	13F
AllianceBernstein LP	2,905,536	0.20%	0	0.19%	13F
Voya Investment Management LLC	2,858,382	0.19%	0	0.19%	Aggregated 13F
Fiera Capital Corporation	2,843,409	0.19%	0	0.19%	13F
Stifel Asset Management Corp.	2,839,014	0.19%	0	0.19%	13F
New York State Common Retirement Fund	2,700,864	0.18%	0	0.18%	13F
Schroder Investment Management Ltd.	2,643,698	0.18%	0	0.17%	13F
Luther King Capital Management Corp.	2,603,905	0.18%	0	0.17%	13F
Assenagon Asset Management S.A.	2,594,720	0.18%	0	0.17%	Aggregateu Mutual
Cincinnati Financial Corp.	2,586,500	0.17%	0	0.17%	Aggregated 13F
RhumbLine Advisers LP	2,528,393	0.17%	0	0.17%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Canada Pension Plan Investment Board	2,482,379	0.17%	0	0.16%	13F
California State Teachers' Retirement System	2,473,897	0.17%	0	0.16%	13F
T. Rowe Price Group Inc.	2,466,344	0.17%	0	0.16%	13F
The PNC Financial Services Group Inc.	2,234,148	0.15%	0	0.15%	13F
Boston Partners Global Investors Inc.	2,122,244	0.14%	0	0.14%	Aggregated 13F
Fondsmaeglerselskabet Maj Invest A/S	2,085,463	0.14%	0	0.14%	13F
HSBC Global Asset Management (UK) Ltd.	2,010,817	0.14%	0	0.13%	13F
The Goldman Sachs Group Inc.	1,968,984	0.13%	0	0.13%	13F
LPL Financial LLC	1,927,973	0.13%	0	0.13%	13F
State Board of Administration of Florida	1,878,601	0.13%	0	0.12%	13F
Madison Investment Holdings Inc	1,873,466	0.13%	0	0.12%	13F
Confluence Investment Management LLC	1,861,231	0.13%	0	0.12%	13F
RBC Global Asset Management Inc.	1,843,335	0.12%	0	0.12%	13F
National Pension Service	1,815,903	0.12%	0	0.12%	13F
Boston Trust Walden Co.	1,807,149	0.12%	0	0.12%	13F
Cooke & Bieler L.P.	1,759,532	0.12%	0	0.12%	13F
Schonfeld Strategic Advisors LLC	1,758,799	0.12%	0	0.12%	13F
Victory Capital Management Inc.	1,705,824	0.12%	0	0.11%	13F
Douglas Lane & Associates LLC	1,695,444	0.11%	0	0.11%	13F
Susquehanna International Group LLP	1,685,634	0.11%	0	0.11%	13F
New York State Teachers' Retirement System	1,663,481	0.11%	0	0.11%	13F
Russell Investment Management LLC	1,646,961	0.11%	0	0.11%	13F
Brandywine Global Investment Management LLC	1,640,711	0.11%	0	0.11%	13F
Credit Suisse Asset Management (Switzerland) Ltd.	1,625,081	0.11%	0	0.11%	Multiple
Principal Global Investors LLC	1,616,505	0.11%	0	0.11%	13F
Sjunde AP-fonden	1,595,066	0.11%	0	0.10%	Aggregated Mutual
Healthcare of Ontario Pension Plan Trust Fund	1,593,695	0.11%	0	0.10%	13F
Citigroup Inc.	1,588,210	0.11%	0	0.10%	13F
First Trust Advisors LP	1,545,891	0.10%	0	0.10%	13F
Adage Capital Management LP	1,510,500	0.10%	0	0.10%	13F
PGIM Inc.	1,485,054	0.10%	0	0.10%	13F
State of Wisconsin Investment Board	1,471,405	0.10%	0	0.10%	13F
First Republic Investment Management Inc.	1,446,380	0.10%	0	0.09%	13F
BB&T Trust	1,444,308	0.10%	0	0.09%	13F
The Toronto-Dominion Bank	1,432,562	0.10%	0	0.09%	Aggregated 13F
Invesco Ltd.	1,397,966	0.09%	0	0.09%	13F
D.E. Shaw & Co. LP	1,393,640	0.09%	0	0.09%	13F
JFB Holdings Corp.	1,382,893	0.09%	0	0.09%	13F
BNP Paribas Arbitrage S.N.C.	1,352,876	0.09%	0	0.09%	13F
Glenmede Trust Co. NA	1,342,491	0.09%	0	0.09%	13F
ClearArc Capital Inc.	1,333,585	0.09%	0	0.09%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Amundi Asset Management SAS	1,260,911	0.09%	0	0.08%	Aggregated 13F
GWL Investment Management Ltd.	1,250,021	0.08%	0	0.08%	13F
Davis Capital Partners LLC	1,217,174	0.08%	0	0.08%	13F
AQR Capital Management LLC	1,166,857	0.08%	0	0.08%	13F
Basswood Capital Management LLC	1,152,063	0.08%	0	0.08%	13F
Prana Capital Management LP	1,141,008	0.08%	0	0.07%	13F
Zacks Investment Management Inc.	1,134,636	0.08%	0	0.07%	13F
Tweedy Browne Co. LLC	1,129,228	0.08%	0	0.07%	13F
Lyxor International Asset Management SA	1,118,922	0.08%	0	0.07%	Aggregated Mutual
Neuberger Berman BD LLC	1,106,057	0.07%	0	0.07%	13F
Credit Suisse Group AG	1,100,173	0.07%	0	0.07%	13F
Regions Investment Management Inc.	1,091,229	0.07%	0	0.07%	13F
Cornerstone Investment Partners LLC	1,039,141	0.07%	0	0.07%	13F
SG Americas Securities LLC	1,012,187	0.07%	0	0.07%	13F
American Beacon Advisors Inc.	971,858	0.07%	0	0.06%	Aggregated Mutual
Royal London Asset Management Ltd.	969,827	0.07%	0	0.06%	13F
OMERS Administration Corp.	941,448	0.06%	0	0.06%	13F
Mediolanum Asset Management Ltd.	933,355	0.06%	0	0.06%	Aggregated Mutual
Mar Vista Investment Partners LLC	926,450	0.06%	0	0.06%	13F
New Jersey Division of Investment	911,872	0.06%	0	0.06%	Aggregated 13F
AMF Fonder AB	907,334	0.06%	0	0.06%	13F
First Manhattan Co.	903,745	0.06%	0	0.06%	13F
Brighthouse Investment Advisers LLC	886,313	0.06%	0	0.06%	Aggregated Mutual
Nordea Investment Management AB	885,129	0.06%	0	0.06%	13F
Chevy Chase Trust Co.	877,269	0.06%	0	0.06%	13F
Donaldson Capital Management LLC	874,011	0.06%	0	0.06%	13F
Cambiar Investors LLC	869,173	0.06%	0	0.06%	13F
Andrew J. Cecere Chairman, President & CEO	865,623	0.06%	0	0.06%	Form 4
Ohio Public Employees Retirement System	855,065	0.06%	0	0.06%	13F
PineBridge Investments LLC	850,196	0.06%	0	0.06%	13F
TD Asset Management Inc.	806,720	0.05%	0	0.05%	13F
Marathon Asset Management Ltd.	796,866	0.05%	0	0.05%	13F
Mitsubishi UFJ Trust & Banking Corp.	791,611	0.05%	0	0.05%	13F
Ensign Peak Advisors Inc.	781,090	0.05%	0	0.05%	13F
Merrill Lynch Pierce Fenner & Smith Inc.	769,298	0.05%	0	0.05%	13F
Rafferty Asset Management LLC	763,260	0.05%	0	0.05%	13F
HighTower Advisors LLC	760,240	0.05%	0	0.05%	13F
STRS Ohio	755,195	0.05%	0	0.05%	13F
Wells Capital Management Inc.	750,608	0.05%	0	0.05%	13F
Becker Capital Management Inc	733,721	0.05%	0	0.05%	13F
Pictet Asset Management Ltd.	726,421	0.05%	0	0.05%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Bel Air Investment Advisors LLC	722,372	0.05%	0	0.05%	13F
Reik & Co. LLC	721,557	0.05%	0	0.05%	13F
PNC Capital Advisors LLC	716,235	0.05%	0	0.05%	13F
Kayne Anderson Rudnick Investment Management LLC	714,140	0.05%	0	0.05%	13F
Asset Management One Co. Ltd.	702,280	0.05%	0	0.05%	13F
First Long Island Investors LLC	699,703	0.05%	0	0.05%	13F
Holocene Advisors LP	693,151	0.05%	0	0.05%	13F
Warren E. Buffett	684,230	0.05%	0	0.04%	13G
COUNTRY Trust Bank	664,802	0.04%	0	0.04%	13F
Barclays Bank PLC	664,551	0.04%	0	0.04%	13F
Commerce Investment Advisors Inc.	656,140	0.04%	0	0.04%	13F
CORDA Investment Management LLC	650,728	0.04%	0	0.04%	13F
R. M. Davis Inc.	625,693	0.04%	0	0.04%	13F
River Road Asset Management LLC	622,591	0.04%	0	0.04%	13F
ABRDN PLC	613,538	0.04%	0	0.04%	13F
Johnson Investment Counsel Inc.	612,740	0.04%	0	0.04%	13F
Carson Wealth Management Group	608,234	0.04%	0	0.04%	13F
Raymond James Financial Services Advisors Inc.	602,760	0.04%	0	0.04%	13F
Wafra Inc.	602,165	0.04%	0	0.04%	13F
Manning & Napier Advisors LLC	598,073	0.04%	0	0.04%	13F
David Vaughan Investments LLC	589,820	0.04%	0	0.04%	13F
Bartlett & Co. LLC	586,096	0.04%	0	0.04%	13F
North Carolina Department of State Treasurer	584,875	0.04%	0	0.04%	13F
Mariner LLC	583,623	0.04%	0	0.04%	13F
Korea Investment Corp.	582,000	0.04%	0	0.04%	13F
The First National Bank Wealth Management Group	564,742	0.04%	0	0.04%	13F
Rathbone Investment Management Ltd.	555,181	0.04%	0	0.04%	13F
Nomura Asset Management Co. Ltd.	553,678	0.04%	0	0.04%	13F
Capitolis Advisors LLC	546,438	0.04%	0	0.04%	13F
NN Investment Partners International Holdings B.V.	541,496	0.04%	0	0.04%	13F
Deka Investment GmbH	537,251	0.04%	0	0.04%	13F
NISA Investment Advisors LLC	529,956	0.04%	0	0.03%	13F
Los Angeles Capital Management LLC	528,112	0.04%	0	0.03%	13F
AMP Capital Investors Ltd.	524,449	0.04%	0	0.03%	13F
SunAmerica Asset Management LLC	519,343	0.04%	0	0.03%	13F
I.G. Investments Management Ltd.	511,665	0.03%	0	0.03%	Mutual
Bridgewater Associates LP	511,024	0.03%	0	0.03%	13F
SEI Investments Co.	508,756	0.03%	0	0.03%	13F
Wilmington Trust Investment Advisors Inc.	503,762	0.03%	0	0.03%	13F
Aegon Asset Management UK Plc	497,434	0.03%	0	0.03%	13F
Retirement Systems Of Alabama	495,883	0.03%	0	0.03%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Mitsubishi UFJ Kokusai Asset Management Co. Ltd.	493,298	0.03%	0	0.03%	13F
Alaska Retirement Management Board	488,581	0.03%	0	0.03%	13F
Nomura Holdings Inc.	481,891	0.03%	0	0.03%	13F
Metlife Investment Management LLC	479,349	0.03%	0	0.03%	Aggregated 13F
DePrince Race & Zollo Inc.	476,729	0.03%	0	0.03%	13F
Janus Henderson Group PLC	474,597	0.03%	0	0.03%	13F
Commonwealth Equity Services LLC	472,906	0.03%	0	0.03%	13F
Wilmington Trust Company, Banking & Trust Investments	467,502	0.03%	0	0.03%	13F
Union Investment Management Group	467,117	0.03%	0	0.03%	13F
Cardinal Capital Management Inc.	462,761	0.03%	0	0.03%	13F
ACTIAM N.V.	462,659	0.03%	0	0.03%	Mutual
KBC Asset Management NV	460,808	0.03%	0	0.03%	13F
Fourth Swedish National Pension Fund (AP4)	457,883	0.03%	0	0.03%	News &
NorthCoast Asset Management LLC	446,510	0.03%	0	0.03%	13F
Professional Advisory Services Inc	444,982	0.03%	0	0.03%	13F
Parallax Fund LP	440,415	0.03%	0	0.03%	13F
South Dakota Investment Council	435,982	0.03%	0	0.03%	13F
Aviva Investors Global Services Ltd.	434,558	0.03%	0	0.03%	13F
Sabal Investment Management Co.	433,897	0.03%	0	0.03%	13F
Jarislowsky Fraser Ltd.	429,917	0.03%	0	0.03%	13F
Matrix Asset Advisors Inc	428,777	0.03%	0	0.03%	13F
Schwerin Boyle Capital Management Inc	419,313	0.03%	0	0.03%	13F
Grandfield & Dodd LLC	417,288	0.03%	0	0.03%	13F
Stichting Pensioenfonds ABP	412,852	0.03%	0	0.03%	13F
Fort Washington Investment Advisors Inc.	407,169	0.03%	0	0.03%	13F
Willis Investment Counsel Inc.	403,700	0.03%	0	0.03%	13F
Epoch Investment Partners Inc.	402,831	0.03%	0	0.03%	13F
Smith Asset Management Group L.P.	402,155	0.03%	0	0.03%	13F
Laurion Capital Management LP	400,878	0.03%	0	0.03%	13F
Arizona State Retirement System	399,818	0.03%	0	0.03%	13F
Kempen Capital Management NV	398,313	0.03%	0	0.03%	13F
SPP Fonder AB	393,456	0.03%	0	0.03%	Aggregateu Mutual
Hikari Power Ltd.	393,330	0.03%	0	0.03%	13F
Factory Mutual Insurance Co.	392,871	0.03%	0	0.03%	13F
Financial Counselors Inc.	389,925	0.03%	0	0.03%	13F
Creative Planning LLC	389,299	0.03%	0	0.03%	13F
AB Trust & Investment Services Group	385,519	0.03%	0	0.03%	13F
Clarkston Capital Partners LLC	381,271	0.03%	0	0.02%	13F
Glenview Trust Co.	380,868	0.03%	0	0.02%	13F
Pennsylvania Trust Company	367,106	0.02%	0	0.02%	13F
1832 Asset Management L.P.	366,501	0.02%	0	0.02%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
GuideStone Capital Management LLC	365,166	0.02%	0	0.02%	Aggregated Mutual
SEB Investment Management AB	364,315	0.02%	0	0.02%	13F
Prospector Partners LLC	363,670	0.02%	0	0.02%	13F
ArrowMark Colorado Holdings LLC	359,460	0.02%	0	0.02%	13F
Lazard Asset Management LLC	355,832	0.02%	0	0.02%	13F
Handelsbanken Asset Management	353,539	0.02%	0	0.02%	13F
AXA Investment Managers SA	350,261	0.02%	0	0.02%	13F
LSV Asset Management	349,300	0.02%	0	0.02%	13F
WesBanco Investment Department	348,342	0.02%	0	0.02%	13F
CIBC World Markets Corp.	345,313	0.02%	0	0.02%	13F
Bridgeway Capital Management LLC	344,250	0.02%	0	0.02%	13F
Nuveen Investments Inc.	341,423	0.02%	0	0.02%	13F
Michigan Department of Treasury, Bureau of Investments	340,799	0.02%	0	0.02%	13F
Pinnacle Financial Partners Inc.	337,110	0.02%	0	0.02%	13F
Davidson Investment Advisors Inc.	332,250	0.02%	0	0.02%	Aggregated 13F
Pacific Life Fund Advisors LLC	330,863	0.02%	0	0.02%	Aggregated Mutual
Calamos Asset Management Inc.	322,457	0.02%	0	0.02%	Aggregated 13F
Comerica Bank	320,738	0.02%	0	0.02%	13F
Fukoku Mutual Life Insurance Co.	310,900	0.02%	0	0.02%	13F
Dorsey & Whitney Trust Co. LLC	310,768	0.02%	0	0.02%	13F
Teacher Retirement System of Texas	308,248	0.02%	0	0.02%	13F
Fulton Breakefield Broenniman LLC	305,883	0.02%	0	0.02%	13F
ProShare Advisors LLC	300,813	0.02%	0	0.02%	13F
Anima SGR SpA	300,000	0.02%	0	0.02%	Mutual
TNB Financial Services Inc.	299,273	0.02%	0	0.02%	13F
Illinois Municipal Retirement Fund	297,127	0.02%	0	0.02%	13F
Janney Montgomery Scott LLC	295,208	0.02%	0	0.02%	13F
Nationwide Fund Advisors	293,153	0.02%	0	0.02%	Aggregated Mutual
BlueMar Capital Management LLC	292,525	0.02%	0	0.02%	13F
Van Lanschot Kempen NV	292,001	0.02%	0	0.02%	Aggregated Mutual
Morgan Stanley Investment Management Inc.	291,445	0.02%	0	0.02%	13F
Oppenheimer Asset Management Inc.	290,529	0.02%	0	0.02%	Aggregated 13F
Gillson Capital LP	288,316	0.02%	0	0.02%	13F
Schaper Benz & Wise Investment Counsel Inc.	287,935	0.02%	0	0.02%	13F
Forsta AP-fonden	286,400	0.02%	0	0.02%	News &
Tennessee Department of Treasury, Investment Division	284,308	0.02%	0	0.02%	13F
Mml Investors Services, Llc, Brokerage Investments	278,568	0.02%	0	0.02%	13F
Barrett Asset Management LLC	276,139	0.02%	0	0.02%	13F
DNB Asset Management AS	275,401	0.02%	0	0.02%	13F
Somerset Group LLC	274,493	0.02%	0	0.02%	13F
Fiduciary Trust Co.	274,398	0.02%	0	0.02%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Union Asset Management Holding AG	273,977	0.02%	0	0.02%	13F
KLP Kapitalforvaltning AS	273,880	0.02%	0	0.02%	Mutual
DBX Advisors LLC	273,878	0.02%	0	0.02%	13F
Carnegie Capital Asset Management LLC	273,677	0.02%	0	0.02%	13F
ZKB Asset Management	273,531	0.02%	0	0.02%	13F
Landmark Financial Advisors LLC	272,560	0.02%	0	0.02%	13F
Coerente Capital Management	269,269	0.02%	0	0.02%	13F
Gulf International Bank (UK) Ltd.	268,878	0.02%	0	0.02%	13F
McRae Capital Management Inc.	267,572	0.02%	0	0.02%	13F
United Bank	266,981	0.02%	0	0.02%	13F
Boston Common Asset Management LLC	264,405	0.02%	0	0.02%	13F
Bci Quadreal Realty	264,396	0.02%	0	0.02%	13F
Manitou Investment Management Ltd.	264,175	0.02%	0	0.02%	13F
Lockwood Advisors Inc.	263,565	0.02%	0	0.02%	13F
Barclays Investment Solutions Ltd.	263,378	0.02%	0	0.02%	13F
Tocqueville Asset Management LP	262,704	0.02%	0	0.02%	13F
First Fiduciary Investment Counsel Inc.	260,386	0.02%	0	0.02%	13F
Maltese Capital Management LLC	260,095	0.02%	0	0.02%	13F
Hexavest Inc.	259,373	0.02%	0	0.02%	13F
Community Bank of Raymore	258,671	0.02%	0	0.02%	13F
Heritage Wealth Advisors LLC	257,057	0.02%	0	0.02%	13F
Logan Capital Management Inc.	256,818	0.02%	0	0.02%	13F
Utah Retirement Systems	255,927	0.02%	0	0.02%	13F
Brown Brothers Harriman & Co.	251,020	0.02%	0	0.02%	13F
Atria Investments LLC	250,068	0.02%	0	0.02%	Aggregated 13F
Beacon Investment Advisory Services Inc.	249,797	0.02%	0	0.02%	13F
Cumberland Partners Ltd.	249,525	0.02%	0	0.02%	13F
BTR Capital Management Inc.	248,724	0.02%	0	0.02%	13F
Fiduciary Trust Co. International	247,261	0.02%	0	0.02%	13F
CIBC Asset Management Inc.	246,728	0.02%	0	0.02%	13F
HighMark Capital Management Inc.	245,225	0.02%	0	0.02%	13F
Colorado Public Employees Retirement Association	243,881	0.02%	0	0.02%	13F
Voloridge Investment Management LLC	241,130	0.02%	0	0.02%	13F
Eagle Ridge Investment Management LLC	237,434	0.02%	0	0.02%	13F
Connor Clark & Lunn Investment Management Ltd.	236,040	0.02%	0	0.02%	13F
Bollard Group LLC	231,585	0.02%	0	0.02%	13F
Welch & Forbes LLC	226,543	0.02%	0	0.01%	13F
First Sentier Investors (Australia) IM Ltd	226,336	0.02%	0	0.01%	13F
Texas Education Agency	225,206	0.02%	0	0.01%	13F
Cantor Fitzgerald Investment Advisors L.P.	223,685	0.02%	0	0.01%	13F
Natixis Advisors LLC	223,358	0.02%	0	0.01%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
VISION2020 Wealth Management Corp.	223,170	0.02%	0	0.01%	13F
Mastrapasqua Asset Management Inc.	223,060	0.02%	0	0.01%	13F
Shell Asset Management Co.	222,091	0.01%	0	0.01%	13F
Palisade Asset Management LLC	220,815	0.01%	0	0.01%	13F
Flippin Bruce & Porter Inc	218,086	0.01%	0	0.01%	13F
Rockefeller & Co. LLC	216,824	0.01%	0	0.01%	13F
Advance Asset Management Ltd.	214,824	0.01%	0	0.01%	13F
Morgan Dempsey Capital Management LLC	213,343	0.01%	0	0.01%	13F
Guggenheim Partners LLC	213,175	0.01%	0	0.01%	13F
MacKay Shields LLC	212,787	0.01%	0	0.01%	13F
Public Sector Pension Investment Board	212,502	0.01%	0	0.01%	13F
Hudson River Trading LLC	210,822	0.01%	0	0.01%	13F
Weitzel Financial Services Inc.	210,120	0.01%	0	0.01%	13F
American Assets Investment Management LLC	210,000	0.01%	0	0.01%	13F
William Blair Investment Management LLC	209,134	0.01%	0	0.01%	13F
Howe & Rusling Inc.	207,669	0.01%	0	0.01%	13F
Edgar Lomax Co.	205,396	0.01%	0	0.01%	13F
Brinker Capital Investments LLC	204,947	0.01%	0	0.01%	13F
Hilton Capital Management LLC	203,257	0.01%	0	0.01%	13F
Employees Retirement System of Texas	203,017	0.01%	0	0.01%	13F
Lountzis Asset Management LLC	202,189	0.01%	0	0.01%	13F
Ariel Investments LLC	201,725	0.01%	0	0.01%	13F
Sumitomo Mitsui Trust Asset Management Co. Ltd.	201,156	0.01%	0	0.01%	Aggregateu Mutual
TCV Trust & Wealth Management	200,415	0.01%	0	0.01%	13F
Associated Trust Co. NA	198,339	0.01%	0	0.01%	13F
Quadravest Capital Management Inc.	197,400	0.01%	0	0.01%	Mutual
BOKF NA	197,155	0.01%	0	0.01%	13F
Frost Investment Advisors LLC	197,001	0.01%	0	0.01%	13F
Lansforsakringar Fondforvaltning AB	195,568	0.01%	0	0.01%	Aggregateu Mutual
Citadel Advisors LLC	192,851	0.01%	0	0.01%	13F
Kanawha Capital Management LLC	191,398	0.01%	0	0.01%	13F
Brookfield Asset Management Inc.	190,873	0.01%	0	0.01%	13F
Danske Capital Denmark	190,397	0.01%	0	0.01%	Aggregateu Mutual
Mercer Investments LLC	189,665	0.01%	0	0.01%	Aygregateu Mutual
Mason Street Advisors LLC	189,106	0.01%	0	0.01%	13F
Washington Trust Bank	187,744	0.01%	0	0.01%	13F
XACT Fonder AB	187,624	0.01%	0	0.01%	Aggregateu Mutual
O'Shaughnessy Asset Management LLC	184,869	0.01%	0	0.01%	13F
IFM Investors Pty Ltd.	184,331	0.01%	0	0.01%	13F
David Boyers O'Maley	183,147	0.01%	0	0.01%	Proxy
Cullinan Associates Inc.	181,258	0.01%	0	0.01%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Alaska Permanent Fund Corp.	178,960	0.01%	0	0.01%	Aggregated 13F
RBC Pvt. Counsel (USA) Inc.	178,745	0.01%	0	0.01%	13F
Deutsche Bank AG	177,137	0.01%	0	0.01%	13F
Mutual of America Capital Management LLC	176,981	0.01%	0	0.01%	13F
Advisors Asset Management Inc.	176,391	0.01%	0	0.01%	13F
UMB Financial Corp.	175,848	0.01%	0	0.01%	13F
Meiji Yasuda Life Insurance Co.	175,275	0.01%	0	0.01%	Aggregated 13F
Greenleaf Asset Management Inc.	175,121	0.01%	0	0.01%	13F
BBVA Asset Management S.A. S.G.I.I.C	174,194	0.01%	0	0.01%	13F
Richard C. Young & Co Ltd.	174,034	0.01%	0	0.01%	13F
Consulting Group Advisory Services LLC	173,946	0.01%	0	0.01%	Mutual
Jane Street Group LLC	173,475	0.01%	0	0.01%	13F
CapFinancial Partners LLC	170,405	0.01%	0	0.01%	13F
Pennsylvania Public School Employees' Retirement System	169,843	0.01%	0	0.01%	13F
Huntington Trust Co.	168,209	0.01%	0	0.01%	13F
The Bank of Nova Scotia	167,080	0.01%	0	0.01%	13F
Polar Capital Holdings PLC	167,038	0.01%	0	0.01%	13F
Stieven Capital Advisors LP	166,769	0.01%	0	0.01%	13F
Moody National Bank, Trust Division	166,506	0.01%	0	0.01%	13F
Allianz Asset Management GmbH	166,293	0.01%	0	0.01%	13F
Xact Kapitalförvaltning AB	164,415	0.01%	0	0.01%	Mutual
Galvin Gaustad & Stein LLC	163,107	0.01%	0	0.01%	13F
Stockman Wealth Management Inc.	161,492	0.01%	0	0.01%	13F
Olstein Capital Management L.P.	160,000	0.01%	0	0.01%	13F
American National Group Inc.	159,877	0.01%	0	0.01%	13F
Cambridge Investment Research Advisors Inc.	157,950	0.01%	0	0.01%	13F
Brightworth Private Wealth Counsel	157,524	0.01%	0	0.01%	13F
PGGM	155,991	0.01%	0	0.01%	13F
ZWJ Investment Counsel Inc	155,956	0.01%	0	0.01%	13F
Sterling Capital Management LLC	155,863	0.01%	0	0.01%	13F
Birch Hill Investment Advisors LLC	154,875	0.01%	0	0.01%	13F
Highland Capital Management LLC	154,788	0.01%	0	0.01%	13F
Walleye Capital LLC	153,786	0.01%	0	0.01%	Aggregated 13F
Cummins-American Corp.	153,759	0.01%	0	0.01%	13F
Canadian Imperial Bank of Commerce	152,697	0.01%	0	0.01%	13F
Hartford Investment Management Co.	151,749	0.01%	0	0.01%	13F
Park National Bank	151,648	0.01%	0	0.01%	13F
Renaissance Investment Group LLC	151,189	0.01%	0	0.01%	13F
Summit Financial Wealth Advisors LLC	150,926	0.01%	0	0.01%	13F
United Fire Group, Inc.	150,675	0.01%	0	0.01%	13F
Wealthfront Corp.	150,321	0.01%	0	0.01%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
People's United Financial Inc., Wealth Management and Trust Division	149,691	0.01%	0	0.01%	13F
Bradley Foster & Sargent Inc.	149,495	0.01%	0	0.01%	13F
Nissay Asset Management Corp.	149,365	0.01%	0	0.01%	13F
Graves-Light Pvt. Wealth Management Inc.	148,391	0.01%	0	0.01%	13F
Linscomb & Williams Inc	142,019	0.01%	0	0.01%	13F
Daily Journal Corp.	140,000	0.01%	0	0.01%	13F
Mountain Pacific Investment Advisers Inc	138,872	0.01%	0	0.01%	13F
Texas Capital Bank Wealth Management Services Inc.	137,047	0.01%	0	0.01%	13F
Stelac Advisory Services LLC	136,919	0.01%	0	0.01%	13F
Sonora Investment Management LLC	135,358	0.01%	0	0.01%	13F
Mercer Global Advisors Inc.	135,096	0.01%	0	0.01%	13F
Cacti Asset Management LLC	134,730	0.01%	0	0.01%	13F
Cetera Financial Holdings Inc.	134,558	0.01%	0	0.01%	Aggregated 13F
Bridges Investment Counsel Inc.	133,941	0.01%	0	0.01%	13F
Stephens Capital Management	132,205	0.01%	0	0.01%	13F
MainStreet Investment Advisors LLC	132,062	0.01%	0	0.01%	13F
USS Investment Management Ltd.	129,900	0.01%	0	0.01%	13F
Brown Advisory Inc.	129,887	0.01%	0	0.01%	13F
Swedbank Robur Fonder AB	129,716	0.01%	0	0.01%	Aggregateu Mutual
Meristem Family Wealth LLC	128,998	0.01%	0	0.01%	13F
Two Sigma Investments LP	128,706	0.01%	0	0.01%	13F
AMG National Trust Bank	128,409	0.01%	0	0.01%	13F
Securities America Advisors Inc.	128,346	0.01%	0	0.01%	13F
Kestra Advisory Services LLC	128,311	0.01%	0	0.01%	13F
Cape Cod Five Trust and Asset Management	128,193	0.01%	0	0.01%	13F
Pear Tree Advisors Inc.	127,975	0.01%	0	0.01%	Aggregated Mutual
Chartwell Investment Partners LLC	127,975	0.01%	0	0.01%	13F
мотсо	126,875	0.01%	0	0.01%	13F
AHL Partners LLP	126,455	0.01%	0	0.01%	13F
Fiera Capital (Europe) Ltd.	126,411	0.01%	0	0.01%	Mutual
Hollencrest Capital Management LLC	126,076	0.01%	0	0.01%	13F
Buckhead Capital Management LLC	126,039	0.01%	0	0.01%	13F
Terrance R. Dolan Vice Chairman & CFO	125,815	0.01%	0	0.01%	Form 4
Point72 Asset Management LP	125,452	0.01%	0	0.01%	Aggregated 13F
Northwestern Mutual Wealth Management Co.	124,258	0.01%	0	0.01%	13F
Acadia Trust NA	124,147	0.01%	0	0.01%	13F
KCM Investment Advisors LLC	123,867	0.01%	0	0.01%	13F
ProFund Advisors LLC	123,257	0.01%	0	0.01%	13F
The MassMutual Trust Co. F.S.B. Trust Investments	122,325	0.01%	0	0.01%	13F
KeyBank NA	122,231	0.01%	0	0.01%	13F
Goelzer Investment Management Inc.	121,934	0.01%	0	0.01%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Royal Fund Management LLC	121,450	0.01%	0	0.01%	13F
NWAM LLC	120,212	0.01%	0	0.01%	13F
First Horizon Corp.	119,827	0.01%	0	0.01%	Aggregated 13F
Townsquare Capital LLC	119,773	0.01%	0	0.01%	13F
Canoe Financial LP	119,068	0.01%	0	0.01%	Aggregated Mutual
Old Second Bancorp Inc.	117,587	0.01%	0	0.01%	13F
Allied Investment Advisors LLC	117,502	0.01%	0	0.01%	13F
Stonebridge Capital Advisors LLC	117,474	0.01%	0	0.01%	13F
Nixon Peabody Financial Advisors LLC	116,840	0.01%	0	0.01%	Aggregated 13F
Twin Tree Management LP	116,098	0.01%	0	0.01%	13F
James L. Chosy Senior Executive VP & General Counsel	116,055	0.01%	0	0.01%	Form 4
Eurizon Capital SGR SpA	116,008	0.01%	0	0.01%	Mutual
Eurizon Capital SA	115,118	0.01%	0	0.01%	Aygreyateu Mutual
AJO LP	114,467	0.01%	0	0.01%	Aggregateu Mutual
Schroder Investment Management North America Inc.	114,457	0.01%	0	0.01%	13F
Securian Asset Management Inc.	114,328	0.01%	0	0.01%	13F
Oregon Public Employees Retirement Fund	113,924	0.01%	0	0.01%	13F
FDx Advisors Inc.	113,673	0.01%	0	0.01%	13F
Hengehold Capital Management LLC	113,552	0.01%	0	0.01%	13F
Cetera Investment Advisers LLC	113,316	0.01%	0	0.01%	13F
Asset Management Inc.	112,570	0.01%	0	0.01%	13F
Gofen & Glossberg L.L.C.	111,973	0.01%	0	0.01%	13F
ING Groep NV	111,337	0.01%	0	0.01%	13F
Buckingham Strategic Wealth LLC	111,197	0.01%	0	0.01%	13F
Crossmark Global Investments Inc.	110,902	0.01%	0	0.01%	13F
Degroof Petercam Asset Management SA/NV	110,828	0.01%	0	0.01%	Aggregateu Mutual
Dowling & Yahnke LLC	110,200	0.01%	0	0.01%	13F
Timber Creek Capital Management LLC	110,144	0.01%	0	0.01%	13F
Woodmont Investment Counsel LLC	109,603	0.01%	0	0.01%	13F
Martin Capital Partners LLC	109,392	0.01%	0	0.01%	13F
Mirae Asset Global Investments Co. Ltd.	109,199	0.01%	0	0.01%	13F
SFE Investment Counsel Inc.	108,298	0.01%	0	0.01%	13F
Colony Group LLC	107,463	0.01%	0	0.01%	13F
Northwest Financial Corp.	106,265	0.01%	0	0.01%	13F
Williams Jones Wealth Management LLC	106,042	0.01%	0	0.01%	13F
Ironwood Investment Counsel LLC	106,023	0.01%	0	0.01%	13F
Dai-ichi Life Holdings Inc.	105,922	0.01%	0	0.01%	13F
Trust Co. of Vermont	105,485	0.01%	0	0.01%	13F
Teachers' Retirement Investments Co	104,953	0.01%	0	0.01%	13F
Chemung Canal Trust Co.	104,763	0.01%	0	0.01%	13F
Northwest and Ethical Investments L.P.	103,359	0.01%	0	0.01%	Aggregateu Mutual

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Monarch Capital Management Inc	102,976	0.01%	0	0.01%	13F
Veritable LP	102,787	0.01%	0	0.01%	13F
Sprucegrove Investment Management Ltd.	102,730	0.01%	0	0.01%	Mutual
Verdence Capital Advisors LLC	101,198	0.01%	0	0.01%	13F
Maryland State Retirement and Pension System	100,826	0.01%	0	0.01%	13F
Ossiam	99,965	0.01%	0	0.01%	13F
Keskinäinen vakuutusyhtiö Eläke-Fennia	99,770	0.01%	0	0.01%	13F
AM Investment Strategies LLC	99,648	0.01%	0	0.01%	13F
PGB Trust & Investments	99,414	0.01%	0	0.01%	13F
Pioneer Trust Bank NA	99,246	0.01%	0	0.01%	13F
Perpetual Ltd.	99,086	0.01%	0	0.01%	13F
SVA Wealth Management LLC	98,262	0.01%	0	0.01%	13F
BNPP Asset Management Holding	97,982	0.01%	0	0.01%	13F
Segall Bryant & Hamill LLC	97,708	0.01%	0	0.01%	13F
Sompo Asset Management Co. Ltd.	97,360	0.01%	0	0.01%	13F
Macquarie Capital Investment Management LLC	96,580	0.01%	0	0.01%	13F
Capstone Investment Advisors LLC	96,559	0.01%	0	0.01%	13F
Schulhoff & Co Inc	96,421	0.01%	0	0.01%	13F
Dean Investment Associates LLC	95,407	0.01%	0	0.01%	13F
Monte Financial Group LLC	94,891	0.01%	0	0.01%	13F
Everett Harris & Co.	94,206	0.01%	0	0.01%	13F
Jeffry H. von Gillern Vice Chairman of Technology & Operations Services	93,308	0.01%	0	0.01%	Form 4
Heritage Trust Co.	91,870	0.01%	0	0.01%	13F
New Mexico Educational Retirement Board	91,161	0.01%	0	0.01%	13F
Raymond James Trust NA	90,915	0.01%	0	0.01%	13F
Epsilon SGR SpA	90,297	0.01%	0	0.01%	Aggregated Mutual
OPSEU Pension Trust	89,590	0.01%	0	0.01%	13F
Premier Fund Managers Ltd.	89,000	0.01%	0	0.01%	13F
Sumitomo Mitsui DS Asset Management Co. Ltd.	88,972	0.01%	0	0.01%	13F
Bryn Mawr Trust Co.	88,751	0.01%	0	0.01%	13F
Alley Co. LLC	88,599	0.01%	0	0.01%	13F
Bogart Wealth LLC	88,107	0.01%	0	0.01%	13F
EWG Elevate Inc.	87,652	0.01%	0	0.01%	13F
ICON Advisers Inc.	87,500	0.01%	0	0.01%	13F
Candriam Luxembourg S.C.A.	86,836	0.01%	0	0.01%	13F
LYNCH & Associates Inc	86,530	0.01%	0	0.01%	13F
Walkner Condon Financial Advisors LLC	86,142	0.01%	0	0.01%	13F
Hamel Associates Inc	85,177	0.01%	0	0.01%	13F
OneAscent Financial Services LLC	85,140	0.01%	0	0.01%	Aggregated 13F
Mengis Capital Management Inc.	84,636	0.01%	0	0.01%	13F
Gunjan Kedia Vice Chairman of Wealth Management & Investment Services	84,526	0.01%	0	0.01%	Form 4

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Louisiana State Employees' Retirement System	84,500	0.01%	0	0.01%	13F
Katherine B. Quinn Vice Chairman & Chief Administrative Officer	84,401	0.01%	0	0.01%	Form 4
Wealth Advisors of Tampa Bay LLC	84,219	0.01%	0	0.01%	13F
Hills Bank and Trust Co.	84,156	0.01%	0	0.01%	13F
Ayrshire Capital Management LLC	83,734	0.01%	0	0.01%	13F
Keudell Morrison Wealth Management LLC	83,036	0.01%	0	0.01%	13F
SouthState Corp.	83,011	0.01%	0	0.01%	13F
GO ETF Solutions LLP	82,942	0.01%	0	0.01%	13F
Chronos Wealth Management LLC	82,819	0.01%	0	0.01%	13F
Pacer Advisors Inc.	82,710	0.01%	0	0.01%	13F
Greylin Investment Management Inc	82,585	0.01%	0	0.01%	13F
Exchange Traded Concepts LLC	82,585	0.01%	0	0.01%	13F
Xponance Inc.	81,311	0.01%	0	0.01%	13F
Alerus Financial Corp.	80,681	0.01%	0	0.01%	13F
Argent Trust Company	80,667	0.01%	0	0.01%	13F
Ilmarinen Mutual Pension Insurance Co.	80,000	0.01%	0	0.01%	13F
La Banque Postale Asset Management	79,550	0.01%	0	0.01%	Aggregated Mutual
Ferguson Wellman Capital Management Inc.	79,341	0.01%	0	0.01%	13F
Kentucky Retirement Systems	78,939	0.01%	0	0.01%	13F
Nykredit Asset Management A/S	78,905	0.01%	0	0.01%	Mutual
LGT Capital Partners Ltd.	78,588	0.01%	0	0.01%	Aygregateu Mutual
Cincinnati Specialty Underwriters Insurance Co.	78,500	0.01%	0	0.01%	13F
GHP Investment Advisors Inc.	78,184	0.01%	0	0.01%	13F
LS Investment Advisors LLC	78,053	0.01%	0	0.01%	13F
Morningstar Investment Management LLC	77,368	0.01%	0	0.01%	Mutual
Pegasus Partners Ltd.	77,030	0.01%	0	0.01%	13F
Bard Financial Services Inc.	76,854	0.01%	0	0.01%	13F
Beacon Pointe Advisors LLC	76,684	0.01%	0	0.01%	13F
First Premier Bank	76,324	0.01%	0	0.00%	13F
S.E.E.D. Planning Group LLC	75,600	0.01%	0	0.00%	13F
Daiwa Asset Management Co. Ltd.	75,307	0.01%	0	0.00%	13F
Financial Advantage Inc.	75,146	0.01%	0	0.00%	13F
Storebrand Asset Management AS	74,649	0.01%	0	0.00%	Aggregated Mutual
Wealthtrust Asset Management LLC	74,000	0.00%	0	0.00%	13F
TIAA-CREF Trust Co. FSB	73,432	0.00%	0	0.00%	13F
Howland Capital Management LLC	73,235	0.00%	0	0.00%	13F
Foster & Motley Inc.	72,969	0.00%	0	0.00%	13F
Metzler Asset Management GmbH	72,663	0.00%	0	0.00%	13F
Opus Investment Management Inc.	72,400	0.00%	0	0.00%	13F
Nelson Capital Management LLC	72,326	0.00%	0	0.00%	13F
Argus Investors' Counsel Inc.	72,293	0.00%	0	0.00%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Structured Invest SA	71,990	0.00%	0	0.00%	Mutual
Advisor Partners LLC	71,919	0.00%	0	0.00%	13F
Danske Bank A/S	71,794	0.00%	0	0.00%	Mutual Funds
HBK Sorce Advisory LLC	71,472	0.00%	0	0.00%	13F
Security Investors LLC	71,335	0.00%	0	0.00%	13F
Institutional & Family Asset Management LLC	71,157	0.00%	0	0.00%	13F
QS Investors LLC	70,970	0.00%	0	0.00%	13F
Evoke Wealth LLC	70,912	0.00%	0	0.00%	13F
Vestmark Advisory Solutions Inc.	70,780	0.00%	0	0.00%	13F
Meeder Asset Management Inc	70,632	0.00%	0	0.00%	13F
All Terrain Financial Advisors LLC	70,528	0.00%	0	0.00%	13F
Portland Global Advisors LLC	70,493	0.00%	0	0.00%	13F
United Capital Financial Advisers LLC	70,383	0.00%	0	0.00%	13F
Fusion Capital LLC	70,223	0.00%	0	0.00%	13F
Skandia Fonder AB	69,144	0.00%	0	0.00%	Aggregateu Mutual
YHB Investment Advisors Inc	69,137	0.00%	0	0.00%	13F
Fisher Asset Management LLC	68,680	0.00%	0	0.00%	13F
Blueshift Asset Management LLC	68,492	0.00%	0	0.00%	13F
Grove Creek Asset Management LLC	68,295	0.00%	0	0.00%	13F
Davy Global Fund Management Ltd.	67,956	0.00%	0	0.00%	13F
Keystone Financial Planning Inc.	67,939	0.00%	0	0.00%	13F
Interocean Capital Group LLC	67,754	0.00%	0	0.00%	13F
Central Trust Co	67,694	0.00%	0	0.00%	13F
Inlet Pvt. Wealth LLC	67,350	0.00%	0	0.00%	13F
BerganKDV Wealth Management LLC	67,253	0.00%	0	0.00%	13F
LaFieur & Godfrey LLC	66,577	0.00%	0	0.00%	13F
Davenport & Co. LLC	66,293	0.00%	0	0.00%	13F
OP Varainhoito Oy	66,086	0.00%	0	0.00%	Aggregateu Mutual
City National Rochdale LLC	65,794	0.00%	0	0.00%	13F
FineMark National Bank & Trust	65,556	0.00%	0	0.00%	13F
Andra AP-fonden	65,500	0.00%	0	0.00%	13F
Pvt. Advisor Group LLC	65,268	0.00%	0	0.00%	13F
Sanlam Investment Management (Pty.) Ltd.	65,159	0.00%	0	0.00%	Aggregateu Mutual
Summitry LLC	63,857	0.00%	0	0.00%	13F
Park Avenue Securities LLC	63,297	0.00%	0	0.00%	13F
Kingsview Wealth Management LLC	62,978	0.00%	0	0.00%	13F
Intact Investment Mgmt Inc.	62,700	0.00%	0	0.00%	13F
Geneos Wealth Management Inc.	62,626	0.00%	0	0.00%	13F
Capital City Trust Co.	62,544	0.00%	0	0.00%	13F
Thrivent Investment Management Inc.	62,529	0.00%	0	0.00%	13F
Arkfeld Wealth Strategies LLC	62,347	0.00%	0	0.00%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
River Wealth Advisors LLC	62,338	0.00%	0	0.00%	13F
Liberty Capital Management Inc	62,074	0.00%	0	0.00%	13F
PFS Investments Inc.	62,021	0.00%	0	0.00%	13F
Accredited Investors Inc	61,937	0.00%	0	0.00%	13F
Essex Financial Services Inc.	61,836	0.00%	0	0.00%	Aggregated 13F
Prospera Financial Services Inc.	61,824	0.00%	0	0.00%	13F
Northwestern Mutual Investment Management Co. LLC	61,560	0.00%	0	0.00%	13F
Swiss Life Asset Management AG	61,476	0.00%	0	0.00%	Aggregateu Mutual
Core Alternative Capital LLC	61,104	0.00%	0	0.00%	13F
BG Fund Management Luxembourg SA	61,043	0.00%	0	0.00%	Mutual
Achmea Investment Management BV	61,007	0.00%	0	0.00%	13F
Cerity Partners LLC	60,879	0.00%	0	0.00%	13F
Parsons Capital Management Inc.	60,745	0.00%	0	0.00%	13F
Evercore Wealth Management LLC	60,332	0.00%	0	0.00%	13F
Evans and Partners Investment Management Pty Ltd	60,010	0.00%	0	0.00%	Mutual
Helvetia Holding AG	60,000	0.00%	0	0.00%	Aygregateu Mutual
Ameritas Investment Partners Inc.	59,861	0.00%	0	0.00%	13F
Harbour Investments Inc.	59,726	0.00%	0	0.00%	13F
Tradition Wealth Management LLC	59,534	0.00%	0	0.00%	13F
SNS Financial Group LLC	59,438	0.00%	0	0.00%	13F
Acadian Asset Management LLC	59,322	0.00%	0	0.00%	13F
M&G Investment Management Ltd.	58,795	0.00%	0	0.00%	13F
Jodi L. Richard Vice Chairman & Chief Risk Officer	57,975	0.00%	0	0.00%	Form 4
Farr Miller & Washington LLC	57,837	0.00%	0	0.00%	13F
Full18 Capital LLC	57,695	0.00%	0	0.00%	13F
Denker Capital	57,692	0.00%	0	0.00%	Aggregateu Mutual
PalmerDodge Advisors LLC	57,320	0.00%	0	0.00%	Aggregated 13F
KLCM Advisors Inc.	56,280	0.00%	0	0.00%	13F
6 Meridian LLC	56,066	0.00%	0	0.00%	13F
Karpas Strategies LLC	55,821	0.00%	0	0.00%	13F
Avantax Planning Partners Inc.	55,707	0.00%	0	0.00%	13F
Schnieders Capital Management LLC	55,651	0.00%	0	0.00%	13F
Leslie J. V. Godridge	55,531	0.00%	0	0.00%	Form 4
Ironvine Capital Partners LLC	55,450	0.00%	0	0.00%	13F
Ethic Inc.	55,420	0.00%	0	0.00%	13F
CAPROCK Group Inc.	55,100	0.00%	0	0.00%	13F
Shorepoint Capital Partners LLC	54,788	0.00%	0	0.00%	13F
TE Ahumairangi Investment Management Ltd.	54,768	0.00%	0	0.00%	13F
West Oak Capital LLC	54,528	0.00%	0	0.00%	13F
Livförsäkringsbolaget Skandia ömsesidigt	54,508	0.00%	0	0.00%	13F
Tealwood Asset Management Inc	54,401	0.00%	0	0.00%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Nottingham Advisors Inc.	54,084	0.00%	0	0.00%	13F
Dodge & Cox	53,950	0.00%	0	0.00%	13F
TRUE Pvt. Wealth Advisors LLC	53,943	0.00%	0	0.00%	13F
Sequoia Financial Advisors LLC	53,893	0.00%	0	0.00%	13F
Coldstream Capital Management Inc.	53,658	0.00%	0	0.00%	13F
MD Financial Management Inc	53,400	0.00%	0	0.00%	13F
Bessemer Investment Management LLC	53,282	0.00%	0	0.00%	13F
Dynamic Technology Lab Pte Ltd	53,201	0.00%	0	0.00%	13F
Bank OZK	53,088	0.00%	0	0.00%	13F
Alpine Woods Investments LLC	53,000	0.00%	0	0.00%	13F
Perennial Advisors LLC	52,562	0.00%	0	0.00%	13F
Plancorp LLC	52,309	0.00%	0	0.00%	13F
Sampo Oyj	52,149	0.00%	0	0.00%	13F
Naples Global Advisors LLC	52,002	0.00%	0	0.00%	13F
Brookmont Capital Management LLC	51,956	0.00%	0	0.00%	13F
Richard Bernstein Advisors LLC	51,899	0.00%	0	0.00%	13F
Peter B. Cannell & Co. Inc.	51,619	0.00%	0	0.00%	13F
HC Financial Advisors Inc.	51,444	0.00%	0	0.00%	13F
Corient Capital Partners LLC	51,294	0.00%	0	0.00%	13F
Shailesh M. Kotwal Vice Chairman of Payment Services	51,263	0.00%	0	0.00%	Form 4
Ancora Advisors LLC	51,262	0.00%	0	0.00%	13F
Pendal Group Ltd.	51,144	0.00%	0	0.00%	13F
SKY Investment Group LLC	50,921	0.00%	0	0.00%	13F
Exeter Financial LLC	50,652	0.00%	0	0.00%	13F
James B. Kelligrew Vice Chairman of Corporate & Commercial Banking of US Bank NA	50,550	0.00%	0	0.00%	Form 4
U.S. Capital Advisors LLC	50,284	0.00%	0	0.00%	13F
CARRET Asset Management LLC	50,137	0.00%	0	0.00%	13F
PEAK6 Investments L.P.	50,045	0.00%	0	0.00%	13F
Soapstone Management L.P.	50,000	0.00%	0	0.00%	13F
Bristlecone Advisors LLC	49,924	0.00%	0	0.00%	13F
Tarbox Family Office Inc.	49,778	0.00%	0	0.00%	13F
CCLA Investment Management Ltd.	49,773	0.00%	0	0.00%	13F
Northeast Investment Management Inc.	49,751	0.00%	0	0.00%	13F
Dominice Asset Management	49,719	0.00%	0	0.00%	Aggregateu Mutual
America First Investment Advisors LLC	49,670	0.00%	0	0.00%	13F
Lifesteps Financial Inc.	49,617	0.00%	0	0.00%	13F
Independence Bank of Kentucky	49,458	0.00%	0	0.00%	13F
Kornitzer Capital Management Inc.	49,445	0.00%	0	0.00%	13F
Marathon Capital Management LLC	49,252	0.00%	0	0.00%	13F
Visionary Wealth Advisors LLC	48,989	0.00%	0	0.00%	13F
Pvt. Trust Co. NA	48,988	0.00%	0	0.00%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Mediolanum International Funds Ltd.	48,809	0.00%	0	0.00%	Mutual
M&T Bank Corp.	48,729	0.00%	0	0.00%	13F
Strategic Financial Services Inc.	48,692	0.00%	0	0.00%	13F
Cairn Investment Group Inc.	48,188	0.00%	0	0.00%	13F
Sheets Smith Wealth Management	47,938	0.00%	0	0.00%	13F
Bray Capital Advisors LLC	47,590	0.00%	0	0.00%	13F
Cambria Investment Management L.P.	47,571	0.00%	0	0.00%	13F
Ohio National Investments Inc.	47,568	0.00%	0	0.00%	Mutual
MRJ Capital Inc.	47,485	0.00%	0	0.00%	13F
Homrich & Berg Inc	47,307	0.00%	0	0.00%	13F
Domini Impact Investments LLC	46,916	0.00%	0	0.00%	Mutual
AlphaMark Advisors LLC	46,788	0.00%	0	0.00%	13F
Pitcairn Financial Group Inc.	46,768	0.00%	0	0.00%	13F
Exchange Capital Management Inc.	46,615	0.00%	0	0.00%	13F
Watch Point Trust Company	46,483	0.00%	0	0.00%	13F
Radnor Capital Management LLC	46,474	0.00%	0	0.00%	13F
Curbstone Financial Management Corp.	46,426	0.00%	0	0.00%	13F
Capital Fund Management S.A.	46,419	0.00%	0	0.00%	13F
Boston Research & Management Inc.	46,401	0.00%	0	0.00%	13F
Prentiss Smith & Co. Inc.	46,392	0.00%	0	0.00%	13F
Wedgewood Partners Inc.	46,043	0.00%	0	0.00%	13F
Benjamin Edwards Inc.	45,663	0.00%	0	0.00%	Aggregated 13F
Platte River Wealth Advisors LLC	45,572	0.00%	0	0.00%	13F
Stableford Capital LLC	45,104	0.00%	0	0.00%	13F
Cox Capital Management LLC	45,059	0.00%	0	0.00%	13F
Viking Fund Management LLC	45,000	0.00%	0	0.00%	13F
World Asset Management Inc.	44,926	0.00%	0	0.00%	13F
Everence Capital Management Inc.	44,707	0.00%	0	0.00%	13F
Steward Partners Investment Advisory LLC	44,347	0.00%	0	0.00%	13F
Icon Wealth Partners LLC	44,074	0.00%	0	0.00%	13F
Optimal Asset Management Inc.	43,950	0.00%	0	0.00%	13F
Legacy Financial Advisors Inc.	43,556	0.00%	0	0.00%	13F
Timothy A. Welsh Vice Chairman of Consumer & Business Banking	43,549	0.00%	0	0.00%	Form 4
Impax Asset Management Group Pic	43,308	0.00%	0	0.00%	13F
Simmons Bank, Trust Division	43,210	0.00%	0	0.00%	13F
Lowe Brockenbrough & Co. Inc.	43,118	0.00%	0	0.00%	13F
Smith Salley & Associates LLC	42,981	0.00%	0	0.00%	13F
Enterprise Bank & Trust	42,908	0.00%	0	0.00%	13F
Anchor Capital (Pty) Ltd.	42,800	0.00%	0	0.00%	Aggregated Mutual
Tangerine Investment Management Inc.	42,779	0.00%	0	0.00%	13F
Silvercrest Asset Management Group LLC	42,762	0.00%	0	0.00%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Strategic Capital Advisers Inc.	42,564	0.00%	0	0.00%	13F
IFG Advisory LLC	42,470	0.00%	0	0.00%	13F
Cigna Investments Inc.	42,366	0.00%	0	0.00%	13F
ABN AMRO Investment Solutions SA	42,276	0.00%	0	0.00%	Mutual
Red Cedar Capital LLC	42,103	0.00%	0	0.00%	13F
Fondsmaeglerselskabet Stockrate Asset Management A/S	42,047	0.00%	0	0.00%	Mutual
Chilton Investment Co. LLC	41,991	0.00%	0	0.00%	13F
Magellan Asset Management Ltd.	41,908	0.00%	0	0.00%	13F
Advisory Services Network LLC	41,821	0.00%	0	0.00%	13F
LCNB Corp.	41,393	0.00%	0	0.00%	13F
Norinchukin Zenkyoren Asset Management Co. Ltd.	41,307	0.00%	0	0.00%	13F
Arden Trust Co.	41,255	0.00%	0	0.00%	13F
Truepoint Capital, LLC	41,179	0.00%	0	0.00%	13F
Griffin Asset Management LLC	41,106	0.00%	0	0.00%	13F
Van Eck Associates Corp.	40,770	0.00%	0	0.00%	13F
1st Source Corp. Investment Advisors Inc.	40,761	0.00%	0	0.00%	13F
Numeric Investors LLC	40,637	0.00%	0	0.00%	13F
Investeringsradgivningsselskabet MW Compounders ApS	40,600	0.00%	0	0.00%	Aggregateu Mutual
Morningstar Investment Services LLC	40,526	0.00%	0	0.00%	13F
Hayek Kallen Investment Management L.L.C.	40,452	0.00%	0	0.00%	13F
Wedbush Asset Management LLC	40,366	0.00%	0	0.00%	13F
Litman Gregory Asset Management LLC	40,320	0.00%	0	0.00%	Aggregateu Mutual
Tudor Investment Corp.	39,891	0.00%	0	0.00%	13F
Mark G. Runkel Senior Executive VP & Chief Transformation Officer	39,791	0.00%	0	0.00%	Form 4
Delta Capital Management LLC	39,685	0.00%	0	0.00%	13F
Weiss Multi-Strategy Advisers LLC	39,652	0.00%	0	0.00%	13F
Creative Financial Designs Inc.	39,551	0.00%	0	0.00%	13F
Empirical Wealth Management LLC	39,508	0.00%	0	0.00%	13F
MEAG MUNICH ERGO Kapitalanlagegesellschaft mbH	39,398	0.00%	0	0.00%	13F
AdvisorNet Wealth Management	39,376	0.00%	0	0.00%	13F
Derek Jensen White	39,363	0.00%	0	0.00%	Form 4
First Hawaiian Bank	39,194	0.00%	0	0.00%	13F
CornerCap Investment Counsel Inc	38,867	0.00%	0	0.00%	13F
Fondsforvaltning AS	38,760	0.00%	0	0.00%	Aggregateu Mutual
BKD Wealth Advisors LLC	38,715	0.00%	0	0.00%	13F
Sit Investment Associates Inc.	38,564	0.00%	0	0.00%	13F
Hitachi Investment Management, Ltd.	38,400	0.00%	0	0.00%	Aggregateu Mutual
Reilly Financial Advisors LLC	38,353	0.00%	0	0.00%	13F
A. N. Culbertson & Co. Inc.	38,066	0.00%	0	0.00%	13F
Pathstone Family Office LLC	38,003	0.00%	0	0.00%	13F
Busey Trust Co.	37,881	0.00%	0	0.00%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
IBM Retirement Fund	37,867	0.00%	0	0.00%	13F
Investment Management of Virginia LLC	37,743	0.00%	0	0.00%	13F
Arbor Point Advisors LLC	37,474	0.00%	0	0.00%	13F
Cohen Klingenstein & Marks Inc.	37,300	0.00%	0	0.00%	13F
Deschutes Portfolio Strategy LLC	37,266	0.00%	0	0.00%	13F
Moloney Securities Asset Management LLC	37,149	0.00%	0	0.00%	13F
Cutler Group LP	37,144	0.00%	0	0.00%	13F
ID-Sparinvest, Filial af Sparinvest S.A., Luxembourg	36,865	0.00%	0	0.00%	Mutual
AE Wealth Management LLC	36,850	0.00%	0	0.00%	Aggregated 13F
Parthenon LLC	36,656	0.00%	0	0.00%	13F
Redpoint Investment Management Pty. Ltd.	36,498	0.00%	0	0.00%	13F
Wright Investors' Service Inc.	36,433	0.00%	0	0.00%	13F
Campbell Newman Asset Management Inc.	36,259	0.00%	0	0.00%	13F
Commerzbank AG	36,125	0.00%	0	0.00%	Aggregateu Mutual
McDonald Partners LLC	36,034	0.00%	0	0.00%	13F
GWM Advisors LLC	36,015	0.00%	0	0.00%	13F
First Financial Bank	35,961	0.00%	0	0.00%	13F
Valley National Advisers Inc.	35,889	0.00%	0	0.00%	13F
Ergoteles LLC	35,889	0.00%	0	0.00%	13F
Madison Financial Advisors Ltd	35,843	0.00%	0	0.00%	13F
RMB Capital Management LLC	35,830	0.00%	0	0.00%	13F
Robertson Stephens Wealth Management LLC	35,701	0.00%	0	0.00%	13F
Cascade Investment Advisors Inc.	35,590	0.00%	0	0.00%	13F
Guyasuta Investment Advisors Inc.	35,554	0.00%	0	0.00%	13F
HAP Trading LLC	35,373	0.00%	0	0.00%	13F
Kentucky Retirement Systems Insurance Trust Fund	35,283	0.00%	0	0.00%	13F
Avantax Advisory Services Inc.	35,226	0.00%	0	0.00%	13F
Farmers & Merchants Bank of Long Beach	35,222	0.00%	0	0.00%	13F
Aptus Capital Advisors LLC	35,207	0.00%	0	0.00%	13F
Hartford Financial Management Inc.	34,823	0.00%	0	0.00%	13F
Shepherd Financial Partners LLC	34,764	0.00%	0	0.00%	13F
Blackhawk Capital Partners LLC	34,689	0.00%	0	0.00%	13F
TBFM LLP	34,626	0.00%	0	0.00%	13F
Ostrum Asset Management	33,848	0.00%	0	0.00%	Aggregated 13F
Parcion Pvt. Wealth LLC	33,216	0.00%	0	0.00%	13F
Baker Tilly Wealth Management LLC	33,200	0.00%	0	0.00%	13F
PanAgora Asset Management Inc.	33,108	0.00%	0	0.00%	13F
Beck Mack & Oliver LLC	33,077	0.00%	0	0.00%	13F
National Asset Management Inc.	33,067	0.00%	0	0.00%	13F
Waycross Partners LLC	33,031	0.00%	0	0.00%	13F
BP Investment Management Ltd.	32,994	0.00%	0	0.00%	13F
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Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Tredje AP-fonden	32,790	0.00%	0	0.00%	Annual Report
McKinley Carter Wealth Services Inc.	32,648	0.00%	0	0.00%	13F
F.L.Putnam Investment Management Co.	32,406	0.00%	0	0.00%	13F
Kensington Investment Counsel LLC	32,262	0.00%	0	0.00%	13F
FERI Trust GmbH	32,236	0.00%	0	0.00%	Mutual
Transform Wealth LLC	32,172	0.00%	0	0.00%	13F
Statoil Kapitalforvaltning ASA	32,164	0.00%	0	0.00%	Mutual
Lantz Financial LLC	32,125	0.00%	0	0.00%	13F
Bank of Hawaii	32,105	0.00%	0	0.00%	13F
BCV Asset Management	31,982	0.00%	0	0.00%	13F
Edgestream Partners L.P.	31,953	0.00%	0	0.00%	13F
9258 Wealth Management LLC	31,802	0.00%	0	0.00%	13F
Atwood & Palmer Inc.	31,648	0.00%	0	0.00%	13F
Whittier Trust Co.	31,608	0.00%	0	0.00%	Aggregated 13F
Somerset Trust Holding Co.	31,597	0.00%	0	0.00%	13F
E. Öhman J:or Fonder AB	31,500	0.00%	0	0.00%	Mutual
Moors & Cabot Inc.	31,466	0.00%	0	0.00%	13F
Orion Portfolio Solutions LLC	31,400	0.00%	0	0.00%	13F
Wellington Management Group LLP	31,313	0.00%	0	0.00%	13F
Triangle Securities Wealth Management Inc	31,300	0.00%	0	0.00%	13F
MAI Capital Management LLC	31,291	0.00%	0	0.00%	13F
Kredietrust Luxembourg SA	31,277	0.00%	0	0.00%	Mutual
SMBC Capital Markets Inc.	31,197	0.00%	0	0.00%	13F
Lee Danner & Bass Inc.	31,028	0.00%	0	0.00%	13F
Stillwater Investment Management LLC	30,684	0.00%	0	0.00%	13F
Migdal Mutual Funds Ltd.	30,528	0.00%	0	0.00%	13F
Cable Hill Partners LLC	30,440	0.00%	0	0.00%	13F
Moneypaper Advisor Inc.	30,320	0.00%	0	0.00%	Aggregateu Mutual
Arnhold LLC	30,100	0.00%	0	0.00%	13F
Bragg Financial Advisors Inc.	29,818	0.00%	0	0.00%	13F
First Midwest Bank Trust Division	29,626	0.00%	0	0.00%	13F
Formidable Asset Management LLC	29,329	0.00%	0	0.00%	13F
Brighton Jones LLC	29,296	0.00%	0	0.00%	13F
TA Associates Management LP	29,289	0.00%	0	0.00%	Aggregateu Mutual
Prime Capital Investment Advisors LLC	29,230	0.00%	0	0.00%	13F
Wilmington Funds Management Corp.	29,170	0.00%	0	0.00%	13F
Bull Street Advisors LLC	29,115	0.00%	0	0.00%	13F
Eukles Asset Management LLC	29,097	0.00%	0	0.00%	13F
Telemus Capital LLC	29,043	0.00%	0	0.00%	13F
Ismat Aziz	29,009	0.00%	0	0.00%	Form 4
SevenBridge Financial Group LLC	28,931	0.00%	0	0.00%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Claybrook Capital LLC	28,931	0.00%	0	0.00%	13F
Woodbury Financial Services Inc.	28,889	0.00%	0	0.00%	13F
Sowell Financial Services LLC	28,782	0.00%	0	0.00%	13F
Markston International LLC	28,471	0.00%	0	0.00%	13F
North Star Investment Management Corp.	28,403	0.00%	0	0.00%	13F
Mountain Capital Investment Advisors Inc	28,284	0.00%	0	0.00%	13F
BI Asset Management Fondsmaeglerselskab A/S	28,212	0.00%	0	0.00%	Mutual
Harvest Portfolios Group Inc.	28,197	0.00%	0	0.00%	Aygregateu Mutual
Altium Wealth Management LLC	28,096	0.00%	0	0.00%	13F
North Country Investment Advisers Inc.	28,054	0.00%	0	0.00%	13F
Cornerstone Wealth Management LLC	27,852	0.00%	0	0.00%	13F
ExodusPoint Capital Management LP	27,692	0.00%	0	0.00%	13F
Providence Capital Advisors LLC	27,496	0.00%	0	0.00%	13F
Inverness Counsel LLC	27,473	0.00%	0	0.00%	13F
Susquehanna Investment Group	27,364	0.00%	0	0.00%	13F
Savant Capital LLC	27,360	0.00%	0	0.00%	13F
Tower Research Capital LLC	27,358	0.00%	0	0.00%	13F
Independent Advisor Alliance LLC	27,281	0.00%	0	0.00%	13F
Bellevue Asset Management AG	27,264	0.00%	0	0.00%	Mutual
Wetherby Asset Management	27,210	0.00%	0	0.00%	13F
Texas Yale Capital Corp.	27,165	0.00%	0	0.00%	13F
Dearborn Partners L.L.C.	27,099	0.00%	0	0.00%	13F
Rational Advisors Inc.	27,038	0.00%	0	0.00%	13F
Game Creek Capital LP	27,000	0.00%	0	0.00%	13F
Tower Wealth Managers Inc.	26,956	0.00%	0	0.00%	13F
Affinity Investment Advisors LLC	26,918	0.00%	0	0.00%	13F
Johnson Wealth Inc.	26,831	0.00%	0	0.00%	13F
EP Wealth Advisors LLC	26,278	0.00%	0	0.00%	13F
Perkins Coie Trust Company LLC	26,221	0.00%	0	0.00%	13F
TCF Financial Corp.	26,158	0.00%	0	0.00%	13F
SeaCrest Wealth Management LLC	26,143	0.00%	0	0.00%	13F
TWIN Capital Management Inc.	26,116	0.00%	0	0.00%	13F
Pacifica Capital Investments LLC	26,062	0.00%	0	0.00%	13F
Aspiriant LLC	26,045	0.00%	0	0.00%	13F
Mainstay Capital Management LLC	26,015	0.00%	0	0.00%	13F
LLB Asset Management AG	25,929	0.00%	0	0.00%	Aygregateu Mutual
Zions Capital Advisors Inc.	25,861	0.00%	0	0.00%	13F
Clean Yield Group Inc.	25,848	0.00%	0	0.00%	13F
Vectors Research Management LLC	25,793	0.00%	0	0.00%	13F
HNP Capital LLC	25,793	0.00%	0	0.00%	13F
NBT Bancorp Inc.	25,786	0.00%	0	0.00%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Eudaimonia Partners LLC	25,725	0.00%	0	0.00%	13F
Lincoln Investment Advisors Corp.	25,692	0.00%	0	0.00%	13F
Probity Advisors Inc.	25,585	0.00%	0	0.00%	13F
Prudential International Investments Advisers LLC	25,400	0.00%	0	0.00%	Mutual
MEMBERS Capital Advisors Inc.	25,360	0.00%	0	0.00%	13F
Intercontinental Wealth Advisors LLC	25,340	0.00%	0	0.00%	13F
Annex Advisory Services LLC	25,306	0.00%	0	0.00%	13F
Hunter Perkins Capital Management LLC	25,105	0.00%	0	0.00%	13F
AlphaCrest Capital Management LLC	25,083	0.00%	0	0.00%	13F
Peoples Financial Services Corp.	24,937	0.00%	0	0.00%	13F
Legacy Pvt. Trust Co.	24,929	0.00%	0	0.00%	13F
Swedbank Investment Funds AS	24,907	0.00%	0	0.00%	Mutual
Vestor Capital LLC	24,856	0.00%	0	0.00%	13F
Boston Pvt. Wealth LLC	24,667	0.00%	0	0.00%	13F
Taylor Cottrill Erickson & Associates Inc.	24,293	0.00%	0	0.00%	13F
Cambridge Trust Company	24,249	0.00%	0	0.00%	13F
Crestwood Advisors Group LLC	23,972	0.00%	0	0.00%	13F
New Brunswick Investment Management Corp.	23,942	0.00%	0	0.00%	13F
Prio Wealth L.P.	23,704	0.00%	0	0.00%	13F
Leavell Investment Management Inc.	23,648	0.00%	0	0.00%	13F
Royal Bank of Canada Trust Co. (Bahamas) Ltd.	23,337	0.00%	0	0.00%	13F
Pflug Koory LLC	23,301	0.00%	0	0.00%	13F
DuPont Capital Management Corp.	23,241	0.00%	0	0.00%	13F
Boltwood Capital Management	23,200	0.00%	0	0.00%	13F
Mirabella Financial Services LLP	23,134	0.00%	0	0.00%	13F
RKL Wealth Management LLC	23,006	0.00%	0	0.00%	13F
InverSeguros Gestion S.A. SGIIC	22,981	0.00%	0	0.00%	Aggregateu Mutual
Mutual Advisors LLC	22,967	0.00%	0	0.00%	13F
Grimes & Co. Inc.	22,959	0.00%	0	0.00%	13F
Mitchell & Pahl Pvt. Wealth LLC	22,920	0.00%	0	0.00%	13F
Millennium Management LLC	22,622	0.00%	0	0.00%	13F
Jackson National Asset Management LLC	22,622	0.00%	0	0.00%	Aggregateu Mutual
Cresset Asset Management LLC	22,618	0.00%	0	0.00%	13F
JGP Wealth Management LLC	22,373	0.00%	0	0.00%	13F
Veriti Management LLC	22,228	0.00%	0	0.00%	13F
The Torrington Savings Bank	22,195	0.00%	0	0.00%	13F
Scott & Selber Inc. Capital Management	22,177	0.00%	0	0.00%	13F
Generali SGR S.p.A	22,088	0.00%	0	0.00%	Aggregateu Mutual
Moneta Group Investment Advisors LLC	22,082	0.00%	0	0.00%	13F
HighPoint Advisor Group LLC	22,076	0.00%	0	0.00%	13F
Wolverine Trading LLC	22,041	0.00%	0	0.00%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Tresides Asset Management GmbH	22,000	0.00%	0	0.00%	Mutual
Johnson Financial Group Inc.	21,994	0.00%	0	0.00%	13F
ValMark Advisers Inc.	21,910	0.00%	0	0.00%	13F
Investors Research Corp.	21,759	0.00%	0	0.00%	13F
ARGI Investment Services LLC	21,747	0.00%	0	0.00%	13F
A. Montag & Associates Inc.	21,583	0.00%	0	0.00%	13F
Fulton Financial Advisors NA	21,575	0.00%	0	0.00%	13F
SignalPoint Asset Management LLC	21,530	0.00%	0	0.00%	13F
Siemens Kapitalanlagegesellschaft mbH	21,501	0.00%	0	0.00%	13F
Princeton Portfolio Strategies Group LLC	21,500	0.00%	0	0.00%	13F
Quad-Cities Investment Group LLC	21,496	0.00%	0	0.00%	13F
Nicholas Hoffman & Co. LLC	21,440	0.00%	0	0.00%	13F
Covenant Partners LLC	21,381	0.00%	0	0.00%	13F
IEQ Capital LLC	21,346	0.00%	0	0.00%	13F
Turtle Creek Management LLC	21,343	0.00%	0	0.00%	13F
Ropes Wealth Advisors LLC	21,251	0.00%	0	0.00%	13F
Security Kapitalanlage AG	21,158	0.00%	0	0.00%	Aggregated Mutual
Clear Street Markets LLC	21,141	0.00%	0	0.00%	13F
Meritage Portfolio Management Inc.	21,096	0.00%	0	0.00%	13F
Capital Asset Advisory Services LLC	21,038	0.00%	0	0.00%	13F
Neville Rodie & Shaw Inc.	21,016	0.00%	0	0.00%	13F
Stock Yards Bank & Trust Co.	20,877	0.00%	0	0.00%	13F
Wealthcare Advisory Partners LLC	20,864	0.00%	0	0.00%	13F
Longfellow Investment Management Co. LLC	20,856	0.00%	0	0.00%	13F
J.W. Coons Advisors LLC	20,818	0.00%	0	0.00%	13F
Cornell Pochily Investment Advisors Inc.	20,708	0.00%	0	0.00%	13F
CCM Partners LP	20,625	0.00%	0	0.00%	13F
American National Bank and Trust Co.	20,613	0.00%	0	0.00%	13F
Badgley Phelps & Bell Inc.	20,546	0.00%	0	0.00%	13F
Banque Pictet & Cie SA	20,450	0.00%	0	0.00%	13F
D.F. Dent & Co. Inc.	20,420	0.00%	0	0.00%	13F
Mitchell McLeod Pugh & Williams Inc.	20,253	0.00%	0	0.00%	13F
TrimTabs Asset Management LLC	20,223	0.00%	0	0.00%	13F
DHJJ Financial Advisors Ltd.	20,145	0.00%	0	0.00%	13F
Ruffer LLP	20,000	0.00%	0	0.00%	13F
HCR Wealth Advisors	19,976	0.00%	0	0.00%	13F
Lisa R. Stark Executive VP & Controller	19,969	0.00%	0	0.00%	Form 4
Sigma Planning Corp.	19,812	0.00%	0	0.00%	13F
NVWM LLC	19,695	0.00%	0	0.00%	13F
Squarepoint OPS LLC	19,637	0.00%	0	0.00%	13F
Highmark Wealth Management LLC	19,626	0.00%	0	0.00%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
COTE 100 Inc.	19,600	0.00%	0	0.00%	Mutual
Pekin Hardy Strauss Inc.	19,357	0.00%	0	0.00%	13F
Abbrea Capital LLC	19,332	0.00%	0	0.00%	13F
SagePoint Financial Inc.	19,329	0.00%	0	0.00%	13F
Resona Asset Management Co. Ltd.	19,300	0.00%	0	0.00%	Aggregated Mutual
Lido Advisors LLC	19,256	0.00%	0	0.00%	13F
Sittner & Nelson LLC	19,164	0.00%	0	0.00%	13F
Knowledge Leaders Capital LLC	19,126	0.00%	0	0.00%	13F
Mosaic Family Wealth LLC	19,105	0.00%	0	0.00%	13F
Smith Moore & Co.	19,009	0.00%	0	0.00%	13F
Optimum Investment Advisors LLC	18,987	0.00%	0	0.00%	13F
ProEquities Inc.	18,949	0.00%	0	0.00%	13F
RegentAtlantic Capital LLC	18,711	0.00%	0	0.00%	13F
Telos Capital Management Inc.	18,703	0.00%	0	0.00%	13F
Krane Funds Advisors LLC	18,699	0.00%	0	0.00%	13F
MidWestOne Financial Group Inc.	18,592	0.00%	0	0.00%	13F
Perigon Wealth Management LLC	18,530	0.00%	0	0.00%	13F
Wunderlich Capital Management LLC	18,450	0.00%	0	0.00%	13F
Oxford Financial Group Ltd.	18,403	0.00%	0	0.00%	13F
Avior Wealth Management LLC	18,341	0.00%	0	0.00%	13F
Texas Capital Bank	18,316	0.00%	0	0.00%	13F
Alberta Investment Management Corp.	18,300	0.00%	0	0.00%	13F
Evolve Funds Group Inc.	18,295	0.00%	0	0.00%	Aggregateu Mutual
Equitable Trust Company	18,280	0.00%	0	0.00%	13F
Aylett & Co. (Pty) Ltd.	18,200	0.00%	0	0.00%	Aggregated Mutual
City Holding Co.	18,197	0.00%	0	0.00%	13F
Resources Investment Advisors Inc.	18,134	0.00%	0	0.00%	13F
Orleans Capital Management Corp.	18,000	0.00%	0	0.00%	13F
Ally Financial Inc.	18,000	0.00%	0	0.00%	13F
Carlson Capital Management Inc.	17,870	0.00%	0	0.00%	13F
Meridian Financial Partners LLC	17,739	0.00%	0	0.00%	13F
V Wealth Advisors LLC	17,664	0.00%	0	0.00%	13F
Sawgrass Asset Management LLC	17,621	0.00%	0	0.00%	13F
Creegan & Nassoura Financial Group LLC	17,554	0.00%	0	0.00%	13F
SlateStone Wealth LLC	17,476	0.00%	0	0.00%	13F
Palladium Partners LLC	17,357	0.00%	0	0.00%	13F
C.S. McKee L.P.	17,262	0.00%	0	0.00%	13F
DT Investment Partners LLC	17,223	0.00%	0	0.00%	13F
Legacy Wealth Asset Management LLC	17,038	0.00%	0	0.00%	13F
Kestra Pvt. Wealth Services LLC	16,990	0.00%	0	0.00%	13F
Asset Management Corp.	16,973	0.00%	0	0.00%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
North Star Asset Management Inc	16,917	0.00%	0	0.00%	13F
Kinneret Advisory LLC	16,889	0.00%	0	0.00%	13F
RSM US Wealth Management LLC	16,863	0.00%	0	0.00%	13F
Sedec Finance	16,750	0.00%	0	0.00%	Mutual
L&S Advisors Inc.	16,700	0.00%	0	0.00%	13F
PNC Managed Account Solutions Inc.	16,657	0.00%	0	0.00%	Aggregated 13F
IFG Advisors LLC	16,625	0.00%	0	0.00%	13F
Concentric Wealth Management LLC	16,580	0.00%	0	0.00%	13F
Empirical Finance, LLC	16,560	0.00%	0	0.00%	13F
Cary Street Partners Investment Advisory LLC	16,504	0.00%	0	0.00%	13F
Valeo Financial Advisors LLC	16,499	0.00%	0	0.00%	13F
Gladstone Institutional Advisory LLC	16,417	0.00%	0	0.00%	13F
Synovus Trust Co. NA	16,348	0.00%	0	0.00%	13F
First Citizens Financial Corp.	16,277	0.00%	0	0.00%	13F
Conning Asset Management Co.	16,277	0.00%	0	0.00%	13F
Bosera Asset Management Co. Ltd.	16,221	0.00%	0	0.00%	Aggregateu Mutual
Vontobel Asset Management Inc.	16,162	0.00%	0	0.00%	13F
Momentum Global Investment Management Ltd.	16,120	0.00%	0	0.00%	Aggregateu Mutual
First Mercantile Trust Co.	16,087	0.00%	0	0.00%	13F
Edmond de Rothschild Asset Management (France)	16,025	0.00%	0	0.00%	13F
Royal Alliance Associates Inc.	15,950	0.00%	0	0.00%	13F
Stratos Wealth Advisors LLC	15,905	0.00%	0	0.00%	13F
WealthPLAN Partners LLC	15,900	0.00%	0	0.00%	13F
Capital Investment Services of America Inc.	15,876	0.00%	0	0.00%	13F
Swiss Rock Asset Management AG	15,805	0.00%	0	0.00%	Mutual
JustInvest LLC	15,605	0.00%	0	0.00%	13F
Altfest L J & Co Inc	15,530	0.00%	0	0.00%	13F
Moody Lynn & Lieberson LLC	15,516	0.00%	0	0.00%	13F
Addison Capital Inc.	15,442	0.00%	0	0.00%	13F
Poehling Capital Management Inc.	15,430	0.00%	0	0.00%	13F
Triad Hybrid Solutions LLC	15,419	0.00%	0	0.00%	13F
Western Wealth Management LLC	15,418	0.00%	0	0.00%	13F
Punch & Associates Investment Management Inc.	15,414	0.00%	0	0.00%	13F
Horizon Investments LLC	15,380	0.00%	0	0.00%	13F
VeraBank NA	15,215	0.00%	0	0.00%	13F
Milliman Financial Risk Management LLC	15,179	0.00%	0	0.00%	Aggregateu Mutual
Spire Wealth Management LLC	15,150	0.00%	0	0.00%	13F
Fairfield Bush & Co	15,107	0.00%	0	0.00%	13F
Principle Wealth Partners LLC	15,087	0.00%	0	0.00%	13F
Inscription Capital LLC	15,087	0.00%	0	0.00%	13F
Desjardins Global Asset Management Inc.	15,062	0.00%	0	0.00%	Aggregateu Mutual

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Fundamentum LLC	15,020	0.00%	0	0.00%	13F
Rothschild & Compagnie Gestion SCS	15,000	0.00%	0	0.00%	Mutual
Boyd Watterson Asset Management LLC	15,000	0.00%	0	0.00%	13F
Rothschild Investment Corp.	14,997	0.00%	0	0.00%	13F
J.M. Forbes & Co. LLP	14,822	0.00%	0	0.00%	13F
Red Cedar Investment Management LLC	14,820	0.00%	0	0.00%	13F
Duff & Phelps Investment Management Co.	14,707	0.00%	0	0.00%	13F
Detalus Advisors LLC	14,648	0.00%	0	0.00%	13F
Koshinski Asset Management Inc.	14,625	0.00%	0	0.00%	13F
Duality Advisers LP	14,624	0.00%	0	0.00%	13F
AR Asset Management Inc.	14,610	0.00%	0	0.00%	13F
Investeringsforeningen SEBinvest	14,598	0.00%	0	0.00%	Mutual
Ballentine Partners LLC	14,577	0.00%	0	0.00%	13F
Haverford Trust Co.	14,576	0.00%	0	0.00%	13F
Quadrant Capital Group LLC	14,555	0.00%	0	0.00%	13F
Synchrony Asset Management SA	14,500	0.00%	0	0.00%	Mutual
Stratos Wealth Partners Ltd.	14,481	0.00%	0	0.00%	13F
Quilter Cheviot Limited	14,448	0.00%	0	0.00%	13F
Diversified Trust Co.	14,386	0.00%	0	0.00%	13F
Bankinter Gestión de Activos, SA, S.G.I.I.C.	14,302	0.00%	0	0.00%	Aggregated Mutual
Monetary Management Group Inc.	14,080	0.00%	0	0.00%	13F
Qtron Investments LLC	14,049	0.00%	0	0.00%	13F
Wilbanks Smith & Thomas Asset Management LLC	14,014	0.00%	0	0.00%	13F
Gratus Capital LLC	14,007	0.00%	0	0.00%	13F
Bridgewater Advisors Inc.	13,980	0.00%	0	0.00%	13F
White Pine Capital LLC	13,916	0.00%	0	0.00%	13F
Duncker Streett & Co. LLC	13,804	0.00%	0	0.00%	13F
Global Retirement Partners LLC	13,802	0.00%	0	0.00%	13F
American National Registered Investment Advisor Inc.	13,728	0.00%	0	0.00%	13F
Doliver Advisors L.P.	13,681	0.00%	0	0.00%	13F
The First Bancorp Inc.	13,605	0.00%	0	0.00%	13F
Invst LLC	13,557	0.00%	0	0.00%	13F
Jackson Square Capital LLC	13,540	0.00%	0	0.00%	13F
Deseret Mutual Insurance Co.	13,530	0.00%	0	0.00%	13F
Virtue Capital Management LLC	13,528	0.00%	0	0.00%	13F
Psagot Investment House Ltd.	13,527	0.00%	0	0.00%	13F
Signet Investment Advisory Group Inc.	13,520	0.00%	0	0.00%	13F
M&R Capital Management Inc.	13,491	0.00%	0	0.00%	13F
Benjamin Partners	13,489	0.00%	0	0.00%	13F
Interactive Financial Advisors Inc.	13,462	0.00%	0	0.00%	13F
Sentry Investment Management L.L.C.	13,411	0.00%	0	0.00%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Mirova Société Anonyme	13,311	0.00%	0	0.00%	Mutual
Swiss Life Asset Mgmt AG	13,261	0.00%	0	0.00%	Aggregateu Mutual
Clarius Group LLC	13,224	0.00%	0	0.00%	13F
Fusion Investment Advisors LLC	13,169	0.00%	0	0.00%	13F
Exencial Wealth Advisors LLC	13,133	0.00%	0	0.00%	13F
Precision Wealth Strategies LLC	13,080	0.00%	0	0.00%	13F
Penobscot Investment Management Co. Inc.	13,048	0.00%	0	0.00%	13F
Citizens Bank	13,033	0.00%	0	0.00%	13F
Berkshire Asset Management LLC	13,012	0.00%	0	0.00%	13F
Aristotle Capital Management LLC	13,000	0.00%	0	0.00%	13F
Isthmus Partners LLC	12,983	0.00%	0	0.00%	13F
LPWM LLC	12,892	0.00%	0	0.00%	13F
f3Logic LLC	12,872	0.00%	0	0.00%	13F
Vision Capital Management Inc.	12,831	0.00%	0	0.00%	13F
Mraz Amerine & Associates Inc.	12,808	0.00%	0	0.00%	13F
Wealth Dimensions Group Ltd.	12,786	0.00%	0	0.00%	13F
Universal-Investment-Luxembourg S.A. Niederlassung Frankfurt Am Main	12,780	0.00%	0	0.00%	Aggregated Mutual
RFG Advisory LLC	12,682	0.00%	0	0.00%	13F
Whitnell & Co.	12,593	0.00%	0	0.00%	13F
Carroll Financial Associates Inc.	12,559	0.00%	0	0.00%	13F
Coastline Trust Co.	12,555	0.00%	0	0.00%	13F
Pinnacle Associates Ltd.	12,549	0.00%	0	0.00%	13F
JAG Capital Management LLC	12,540	0.00%	0	0.00%	13F
Strategic Wealth Advisors Group Inc.	12,525	0.00%	0	0.00%	13F
NFU Mutual Unit Managers Ltd.	12,500	0.00%	0	0.00%	Aggregateu Mutual
Trust Asset Management LLC	12,490	0.00%	0	0.00%	13F
WrapManager Inc.	12,456	0.00%	0	0.00%	13F
Asset Dedication LLC	12,418	0.00%	0	0.00%	13F
Comerica Securities Inc.	12,382	0.00%	0	0.00%	13F
XML Financial LLC	12,295	0.00%	0	0.00%	13F
Polar Asset Management Partners Inc.	12,288	0.00%	0	0.00%	13F
Maryland Capital Management LLC	12,278	0.00%	0	0.00%	13F
Journey Advisory Group LLC	12,230	0.00%	0	0.00%	13F
Bluefin Capital Management LLC	12,190	0.00%	0	0.00%	13F
Tokio Marine Asset Management Co. Ltd.	12,188	0.00%	0	0.00%	13F
Check Capital Management Inc.	12,185	0.00%	0	0.00%	13F
Family Management Corp.	12,081	0.00%	0	0.00%	13F
Chicago Partners Investment Group LLC	12,053	0.00%	0	0.00%	13F
Vivaldi Capital Management LLC	12,046	0.00%	0	0.00%	13F
Gifford Fong Associates	12,000	0.00%	0	0.00%	13F
The Rockland Trust Investment Management Group	11,919	0.00%	0	0.00%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Bedel Financial Consulting Inc.	11,898	0.00%	0	0.00%	13F
Clifford Swan Investment Counsel LLC	11,874	0.00%	0	0.00%	13F
Jonathan Roberts Advisory Group Inc.	11,844	0.00%	0	0.00%	13F
Edward Jones Trust Co.	11,821	0.00%	0	0.00%	13F
JNBA Financial Advisors LLC	11,813	0.00%	0	0.00%	13F
L. Roy Papp & Associates LLP	11,750	0.00%	0	0.00%	13F
Baring Asset Management Ltd.	11,736	0.00%	0	0.00%	13F
Security National Bank of Sioux City Iowa	11,724	0.00%	0	0.00%	13F
Courier Capital LLC	11,714	0.00%	0	0.00%	13F
Seelaus Asset Management LLC	11,690	0.00%	0	0.00%	13F
Loring Wolcott & Coolidge Fiduciary Advisors LLP	11,639	0.00%	0	0.00%	13F
American Research & Management Co.	11,575	0.00%	0	0.00%	13F
Wintrust Investments LLC	11,567	0.00%	0	0.00%	13F
Old National Bancorp	11,506	0.00%	0	0.00%	13F
HYA Advisors Inc	11,495	0.00%	0	0.00%	13F
CWS Financial Advisors LLC	11,486	0.00%	0	0.00%	13F
Fideuram Asset Management (Ireland) DAC	11,338	0.00%	0	0.00%	Aggregated Mutual
Resonant Capital Advisors LLC	11,281	0.00%	0	0.00%	13F
Middleton & Co. Inc.	11,263	0.00%	0	0.00%	13F
Chicago Capital LLC	11,238	0.00%	0	0.00%	13F
Gateway Investment Advisers LLC	11,189	0.00%	0	0.00%	13F
Covington Capital Management	11,185	0.00%	0	0.00%	13F
Pittenger & Anderson Inc.	11,175	0.00%	0	0.00%	13F
Wittenberg Investment Management Inc	11,150	0.00%	0	0.00%	13F
Universal-Investment-Luxembourg SA	11,127	0.00%	0	0.00%	Mutual
Symmetry Partners LLC	11,127	0.00%	0	0.00%	13F
Personal Wealth Partners LLC	11,071	0.00%	0	0.00%	13F
Acropolis Investment Management L.L.C.	11,017	0.00%	0	0.00%	13F
Baker Ellis Asset Management LLC	11,000	0.00%	0	0.00%	13F
Sunbelt Securities Inc.	10,954	0.00%	0	0.00%	13F
Nicolet Advisory Services LLC	10,949	0.00%	0	0.00%	13F
Gilbert & Cook Inc.	10,947	0.00%	0	0.00%	13F
Waratah Capital Advisors Ltd.	10,896	0.00%	0	0.00%	13F
Freestone Capital Management LLC	10,884	0.00%	0	0.00%	13F
Laurel Wealth Advisors Inc.	10,852	0.00%	0	0.00%	13F
UBP Investment Advisors S.A.	10,837	0.00%	0	0.00%	13F
Burt Associates Inc.	10,808	0.00%	0	0.00%	13F
FIM Asset Management Ltd.	10,793	0.00%	0	0.00%	Mutual
Toroso Investments LLC	10,771	0.00%	0	0.00%	13F
Oxinas Partners LLC	10,693	0.00%	0	0.00%	13F
Opus Capital Management LLC	10,677	0.00%	0	0.00%	13F

Holder	Shares Owned (Pre-Acquisition)	Percent of Common Shares Outstanding (Pre-Acquisition	Shares Received in Acquisition	Percent of Common Shares Outstanding (Post-Acquisition)	Source
Institute for Wealth Management LLC	10,671	0.00%	0	0.00%	13F
Kathrein Privatbank AG	10,668	0.00%	0	0.00%	Mutual
Rossmore Pvt. Capital LLC	10,665	0.00%	0	0.00%	13F
Olivia Faulkner Kirtley Independent Lead Director	10,649	0.00%	0	0.00%	Proxy
Jackson Creek Investment Advisors LLC	10,609	0.00%	0	0.00%	13F
Great Valley Advisor Group Inc.	10,599	0.00%	0	0.00%	13F
Edmonds Duncan Registered Investment Advisors LLC	10,596	0.00%	0	0.00%	13F
Malone Capital Advisors LLC	10,559	0.00%	0	0.00%	13F
Ameritas Investment Co. LLC	10,528	0.00%	0	0.00%	13F
Kovitz Investment Group Partners LLC	10,520	0.00%	0	0.00%	13F
ValueFocus Equity Management AG	10,500	0.00%	0	0.00%	Mutual
Greenwood Capital Associates LLC	10,499	0.00%	0	0.00%	13F
44 Wealth Management LLC	10,481	0.00%	0	0.00%	13F
Kavar Capital Partners Group LLC	10,300	0.00%	0	0.00%	13F
Defined Wealth Management LLC	10,295	0.00%	0	0.00%	13F
Investment Management Associates Inc.	10,258	0.00%	0	0.00%	13F
Checchi Capital Advisers LLC	10,227	0.00%	0	0.00%	13F
RDA Financial Network Inc.	10,214	0.00%	0	0.00%	13F
Employers Holdings Inc.	10,200	0.00%	0	0.00%	13F
Dubuque Bank and Trust Co.	10,177	0.00%	0	0.00%	13F
Northwest Quadrant LLC	10,175	0.00%	0	0.00%	13F
Haafor (Singapore) Pte. Ltd.	10,170	0.00%	0	0.00%	13F
Dynamic Advisor Solutions LLC	10,151	0.00%	0	0.00%	13F
Atlas Brown Investment Advisors, Inc.	10,104	0.00%	0	0.00%	13F
Clark Capital Management Group Inc.	10,100	0.00%	0	0.00%	13F